

AUTHORITY TO LEASE - COMMERCIAL

MULTIPLE LISTING SERVICE®

MLS® OFFICE USE ONLY	
DATE	LISTING MLS® NO

BETWEEN: _____
 OWNER(S) ("LANDLORD")

 OWNER(S) ("LANDLORD")

 UNIT ADDRESS

 CITY PC

 TELEPHONE NUMBER CELL NUMBER

AND: _____
 ("LISTING BROKERAGE")

 UNIT ADDRESS

 CITY PC

 TELEPHONE NUMBER CELL NUMBER

1. LISTING AUTHORITY AND TERM:

A. The Landlord hereby lists exclusively with the Listing Brokerage to lease the property described in Clause 2 ("Property") from:

_____ until 11:59 pm on _____ unless renewed in writing.
 MONTH DAY YEAR MONTH DAY YEAR

B. The Landlord hereby:

- authorizes the Listing Brokerage to obtain any information concerning the Property from any person, corporation or governmental authority, including British Columbia Assessment and to share this information with other parties, including members of any real estate board;
- authorizes the Listing Brokerage to advertise the Property and to show it to prospective tenants during reasonable hours;
- agrees to allow the Listing Brokerage to place "For Lease" and "Leased" signs upon the Property and to allow Cooperating Brokerages (as hereinafter defined) to show the Property to prospective tenants; and
- restricts the advertising of the Property to the Listing Brokerage only, except where the advertising of the Property by other members of the real estate board of which the Listing Brokerage is a member (hereinafter referred to as the "Board"), or any other real estate board has been permitted by the Listing Brokerage.

2. PROPERTY:

UNIT NO. ADDRESS OF PROPERTY
 CITY/TOWN/MUNICIPALITY POSTAL CODE GROSS LEASEABLE AREA SQUARE FEET

LEGAL DESCRIPTION

3. TERMS OF LEASE:

RENT (choose one):	
<input type="checkbox"/> GROSS RENT PER ANNUM PER SQ FT \$ _____; GROSS RENT PER ANNUM \$ _____; GROSS RENT PER MONTH \$ _____; OR	
<input type="checkbox"/> BASIC RENT PER ANNUM PER SQ FT \$ _____; BASIC RENT PER ANNUM \$ _____; BASIC RENT PER MONTH \$ _____;	
PLUS ADDITIONAL RENT, ESTIMATED TO BE \$ _____ PER SQ FT PER ANNUM OR \$ _____ PER MONTH;	
TERMS	RENEWAL OPTION YES <input type="checkbox"/> NO <input type="checkbox"/>

4. LISTING SERVICE AND COOPERATING BROKERAGES: The Landlord authorizes the Listing Brokerage:

- To list the Property with the Multiple Listing Service® of the Board or any other real estate board that the Listing Brokerage selects and has access to and to cooperate with other brokerages and their designated agents acting for a prospective tenant or, with the written consent of the Landlord, as a sub-agent of the Listing Brokerage ("Cooperating Brokerages");
- To publish in the Multiple Listing Service® of the Board, the Multiple Listing Service® of any other real estate board, Internet or anywhere else that the Listing Brokerage selects and has access to, and to share with other parties, including British Columbia Assessment, the information contained in this Contract, the information contained in the Data Input Form and the lease rate of the Property once an unconditional accepted offer exists; and
- To make agency disclosures required of the Listing Brokerage.

INITIALS

--	--	--	--

ADDRESS

5. LISTING BROKERAGE'S REMUNERATION: The Landlord agrees:

- A. The Landlord agrees to pay the Listing Brokerage a gross commission equal to the amount set out in Clause 5D, in accordance with this Clause 5, if:
- (i) a lease agreement in respect of the Property is entered into during the period of the Contract; or
 - (ii) a lease agreement in respect of the Property is entered into within six (6) months of the expiration of this Contract with a tenant introduced to the Property during the period of this Contract whether or not such tenant is so introduced by the Listing Brokerage, by the Designated Agent (as hereinafter defined), by the Landlord, or by any other person.
- B. The Landlord will pay the remuneration due to the Listing Brokerage under this Clause 5 on the earlier of (1) the date the Tenant has the right to take possession of the Premises; and (2) the date on which the Tenant lawfully occupies the Premises.
- C. The Landlord agrees that, to assist in obtaining a tenant for the Premises, the Listing Brokerage will offer to Cooperating Brokerages a portion of the Listing Brokerage's commission.
- D. (i) Upon the occurrence of an event described in Clauses 5A(i) or 5A(ii), the Landlord will pay remuneration to the Listing Brokerage of an amount equal to:

plus applicable Goods and Services Tax and other applicable tax in respect of the commission (commission + tax = remuneration).

- (ii) If there is a Cooperating Brokerage, the Listing Brokerage will pay to the Cooperating Brokerage, from the remuneration paid to the Listing Brokerage by the Landlord pursuant to Clause 5D(i), an amount equal to:

plus applicable Goods and Services Tax and other applicable tax in respect of the commission; and the Listing Brokerage will retain, from the remuneration paid to the Listing Brokerage by the Landlord pursuant to Clause 5D(i), an amount equal to:

plus applicable Goods and Services Tax and other applicable tax in respect of the commission.

- (iii) If there is no Cooperating Brokerage, the Listing Brokerage will retain the entire amount of the remuneration paid by the Landlord pursuant to Clause 5D(i), being an amount equal to:

plus applicable Goods and Services Tax and other applicable tax in respect of the commission.

- E. The Listing Brokerage and the Designated Agent will advise the Landlord of any remuneration, other than described in this Clause 5, to be received by the Listing Brokerage in respect of the Property.

6. ASSIGNMENT OF REMUNERATION: The Landlord hereby irrevocably:

- A. Assigns to the Listing Brokerage the amount of remuneration due to the Listing Brokerage and authorizes the Listing Brokerage to retain from the deposit monies the amount of the Listing Brokerage's remuneration; and
- B. Acknowledges that the Listing Brokerage may assign to a Cooperating Brokerage all or part of the remuneration due to the Listing Brokerage.

7. DESIGNATED AGENCY:

- A. Subject to Clause 7C(iii) the Listing Brokerage designates _____ (the "Designated Agent") to act as the sole agent of the Landlord in respect of the Property and will designate other licensees of the Listing Brokerage to act as the sole agents of all tenants and other landlords also represented by the Listing Brokerage. If for any reason the license of the Designated Agent (or where the Designated Agent is comprised of more than one licensee, the licenses of all of those licensees) is suspended, cancelled or becomes inoperative under the *Real Estate Services Act* or the Designated Agent (or where the Designated Agent is comprised of more than one licensee, all of those licensees) is temporarily unavailable or ceases to be engaged by the Listing Brokerage, the Listing Brokerage will designate another licensee of the Listing Brokerage to act as the sole agent of the Landlord;
- B. The Designated Agent will not disclose to other licensees, including licensees of the Listing Brokerage who represent tenants or other landlords, any confidential information of the Landlord obtained through the Designated Agent's agency relationship with the Landlord unless authorized by the Landlord or required bylaw.
- C. The Landlord agrees that:
- (i) subject to (iii) an agency relationship will exist only with the Designated Agent;
 - (ii) information obtained by the Designated Agent through the Designated Agent's agency relationship with the Landlord will not be attributed to the Listing Brokerage or to other licensees of the Listing Brokerage who represent tenants or other landlords;
 - (iii) the Listing Brokerage's agency relationship is limited to listing the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to; and
 - (iv) for the purposes of Clauses 1B, and 4, the term Listing Brokerage shall include the Designated Agent.

INITIALS

--	--	--	--

ADDRESS

8. THE DESIGNATED AGENT WILL:

- A. Act as the agent of only the Landlord with respect to the Property;
- B. Provide information about the Property to agents of prospective tenants;
- C. Subject to Clause 9B use reasonable commercial efforts to market the Property and to promote the interests of the Landlord;
- D. At the earliest reasonable opportunity, advise any tenant interested in the Property that the Designated Agent is the agent of the Landlord;
- E. Fulfill the duties set out in *Real Estate Services Act* Rule 3-3, except as modified or made inapplicable by agreement between the Listing Brokerage and the Landlord, and *Real Estate Services Act* Rule 3-4;
- F. Obey all lawful instructions of the Landlord that are consistent with the *Real Estate Services Act* and the Rules and the Bylaws and Code of Ethics of the Board; and
- G. Exercise reasonable care and skill in their performance under this Contract;

9. THE LISTING BROKERAGE AGREES:

- A. Not to accept remuneration from the tenant without the knowledge and consent of the Landlord;
- B. That the services set out in Schedule "A" will be provided;
- C. To monitor and supervise the activities of the Designated Agent to ensure compliance by the Designated Agent with the provisions of this Contract and with the Listing Brokerage's policies and procedures governing designated agents;
- D. Not to disclose confidential information of the Landlord to any person unless authorized by the Landlord or required by law;
- E. To treat the interests of the Landlord and all tenants and other landlords also represented by the Listing Brokerage in an even handed, objective and impartial manner; and
- F. To hold all monies received by the Listing Brokerage in trust in accordance with the *Real Estate Services Act*.

10. THE LANDLORD AGREES AS FOLLOWS:

- A. To promptly advise the Designated Agent of, and refer to the Designated Agent, all inquiries for the lease of the Property, and to deliver to the Designated Agent all offers to lease which may be received during the period of this exclusive Contract or arising by reason of it;
- B. To accept an offer made during the term of this Contract by a person ready, willing and able to lease on the terms set out in this Contract;
- C. That the Landlord has the authority to lease the Property and to enter into this Contract;
- D. That the Landlord will disclose to the Designated Agent all third party claims and interests in the Property known to the Landlord;
- E. That the Landlord will disclose to the Designated Agent all material latent defects affecting the Property known to the Landlord and that the Designated Agent may provide that information to prospective tenants;
- F. That all information provided to the Listing Brokerage and the Designated Agent by the Landlord is and will be accurate to the best of the Landlord's knowledge;
- G. That the Landlord will immediately advise the Designated Agent of any material changes in the physical condition or status of the Property or the information provided by the Landlord;
- H. That the Landlord will provide the Designated Agent with all information necessary for the listing and marketing of the Property;
- I. That the Designated Agent is being retained solely to provide real estate services and not as a lawyer, tax advisor, lender, certified appraiser, surveyor, structural engineer, home inspector or other professional service provider; and
- J. That the Property is not currently the subject of any other exclusive listing contract.

11. THE LANDLORD ACKNOWLEDGES AND AGREES THAT:

- A. The information relating to the Property may be disclosed to persons interested in the Property including prospective tenants, agents of prospective tenants, appraisers, financial institutions, governments and governmental departments and agencies;
- B. The duties set out in *Real Estate Services Act* Rules 3-3 and 3-4 apply only to the Designated Agent and do not apply to any other licensees of the Listing Brokerage who represent tenants or other landlords and, subject to Clause 9B, 9C and 9D, do not apply to the Listing Brokerage;
- C. It is not a conflict or breach of duty to the Landlord for the Listing Brokerage or the Designated Agent to list or show other property, to have agency relationships with or to be engaged by other landlords, or to have agency relationships with or to be engaged by tenants, except if such listing, showing, engagement or agency relationship constitutes a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules;
- D. In the case that the provision of trading services to the Landlord contemplated hereby and the listing, the showing, or the engagement by or agency relationships with tenants or other landlords constitutes a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules, the Landlord acknowledges and agrees that the Listing Brokerage and the Designated Agent, as applicable, must comply with *Real Estate Services Act* Rule 5-18 and may be required to cease providing trading services to the Landlord;
- E. Despite *Real Estate Services Act* Rule 3-3(f), the Listing Brokerage and the Designated Agent will not be required to disclose to the Landlord confidential information obtained through any other agency relationship; and
- F. A designated agent acting only for a tenant does not owe any agency duties to the Landlord.

12. CONFLICTS OF INTEREST:

- A. If the Designated Agent's provision of trading services to the Landlord in respect of the Property and a tenant with whom the Designated Agent has an agency relationship would constitute a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules, the Designated Agent may request consent from the Landlord and such tenant to continue to represent either the Landlord or such tenant in respect of the Property. In such case, the Designated Agent will present such tenant and the Landlord with a written agreement in compliance with section 5-18 of the *Real Estate Services Act* Rules (the "Consent Agreement").

INITIALS

--	--	--	--

ADDRESS

Notwithstanding anything else in this Contract, if the Landlord and such tenant consent to the Designated Agent continuing to act for one of them in respect of the Property and they execute the Consent Agreement, the parties hereto agree as follows:

- (i) if the Designated Agent ceases to act as agent of such tenant, in respect of the Property, the Landlord acknowledges and agrees that the Designated Agent may continue to act as agent for such tenant in respect of property other than the Property;
- (ii) if the Designated Agent ceases to act as agent of the Landlord in respect of the Property, subject to Part 5 of the *Real Estate Services Act* Rules, the Listing Brokerage may designate another licensee of the Listing Brokerage to act as the Designated Agent of the Landlord hereunder or if the Listing Brokerage is unable to or does not designate another licensee of the Listing Brokerage, the Listing Brokerage may refer the Landlord to another brokerage for representation in respect of the Property; provided that, the Landlord will not be obligated to accept such referral; and;
- (iii) if the Designated Agent ceases to act as the agent of the Landlord in respect of the Property, the Landlord acknowledges and agrees that the Designated Agent's duties under this Contract and in the *Real Estate Services Act* Rule 3-3(a) (to act in the best interests of the Landlord), *Real Estate Services Act* Rule 3-3(f) (to disclose all known material information to the Landlord) and the *Real Estate Services Act* Rule 3-3(i) (to take reasonable steps to avoid any conflict of interest) are hereby modified, from and after the date that the Landlord executed the Consent Agreement, to enable the Listing Brokerage and the Designated Agent to continue their representation of such tenant and the Landlord further acknowledges and agrees that the continued representation of such tenant will not constitute any breach of duty to the Landlord by either the Listing Brokerage or the Designated Agent under the *Real Estate Services Act* Rule 3-3 or otherwise, including, without limitation, any breach of fiduciary duty, or any breach of a common law agent's duty of loyalty or contractual or statutory duty.

13. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:

- A. The Landlord hereby consents to the collection, use and disclosure by the Listing Brokerage and by the managing broker(s), associate broker(s) and representative(s) of the Listing Brokerage (collectively the "Licensee") noted below, the Board and any other real estate board, of personal information about the Landlord:
 - (i) for all purposes consistent with the listing, marketing and leasing of the Property;
 - (ii) for placement in the database of the Multiple Listing Service® of the Board and of any other real estate board that the Listing Brokerage selects and has access to;
 - (iii) for the purpose of the Board and other real estate boards marketing the Property in any medium including but not limited to posting the personal information on publicly accessible websites and distributing the personal information to any persons including the public, members of the Board, members of other real estate boards, governments and governmental departments and agencies, appraisers and others;
 - (iv) for compilation, retention and publication by the Board and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of the Board and other real estate boards;
 - (v) for enforcing codes of professional conduct and ethics for members of the Board and other real estate boards;
 - (vi) for all other purposes authorized in this Contract including but not limited to those described in Clauses 1B, 4A, 4B, 7B and 9A; and
 - (vii) for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled Privacy Notice and Consent.
- B. The personal information provided by the Landlord may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

14. TERMINATION: The Listing Brokerage and the Landlord agree that:

- A. Without prejudice to the acquired rights of the Landlord or the Listing Brokerage, including without limitation the rights and obligations under Clause 5, this Contract will terminate:
 - (i) upon the expiration of the term of this Contract as specified in Clause 1A;
 - (ii) upon an earlier date than that specified in Clause 1A if mutually agreed to by the Landlord and the Listing Brokerage in writing;
 - (iii) upon a completed sale of the Property prior to the expiration of the term of this Contract;
 - (iv) immediately if the Listing Brokerage's licence is suspended, cancelled or rendered inoperative under the *Real Estate Services Act*; and
 - (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership; and
 - (vi) if the Listing Brokerage and the Designated Agent are unable to continue to provide trading services to the Landlord as a result of Part 5 of the *Real Estate Services Act* Rules.
- B. Immediately upon the termination of this Contract the Listing Brokerage and the Designated Agent will:
 - (i) remove the Property as an active listing of the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage has selected;
 - (ii) cease all marketing activities on behalf of the Landlord;
 - (iii) remove all signs from the Property; and
 - (iv) if requested by the Landlord, return all documents and other materials provided by the Landlord.

INITIALS

--	--	--	--

ADDRESS

15. MISCELLANEOUS PROVISIONS:

- A. The "term" of this Contract includes the period of any written extension.
- B. Interpretation of this Contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of British Columbia.
- C. The parties acknowledge that this Contract fully sets out the terms of the agreement between them.
- D. This Contract shall be binding upon and benefit not only the parties but their respective heirs, executors, administrators, successors and assigns.
- E. "Property" may include a leasehold interest, a business and the goodwill and assets of it, an interest, partnership or share in a business or in the goodwill and assets of it, or a manufactured home, plus any other property designated by the Landlord in the Data Input Form or addendum attached.
- F. In consideration of the Board or any other real estate board disseminating information about the Property, the Landlord and Listing Brokerage each assign to the Board or other real estate board all their rights and interests in and to the information related to the Property contained in this Contract, including all copyright, rights ancillary to copyright and all other proprietary rights.

16. ENTIRE AGREEMENT - THIS LISTING CONTRACT MEANS AND INCLUDES THIS AGREEMENT AND THE DATA INPUT FORM.

The Landlord acknowledges having read and understood this Contract; that it accurately describes the agreement with the Listing Brokerage; and that a copy of it has been received by the Landlord on this date.

SIGNED, SEALED AND DELIVERED THIS _____ OF _____, YR. _____.

The Landlord declares their residency:

RESIDENT OF CANADA

INITIALS	

NON-RESIDENT OF CANADA

INITIALS	

as defined under the *Income Tax Act*.

LANDLORD'S SIGNATURE

SEAL

LISTING BROKERAGE (PRINT)

LANDLORD'S SIGNATURE

SEAL

Per: MANAGING BROKER'S SIGNATURE / AUTHORIZED SIGNATORY

SEAL

WITNESS

DESIGNATED AGENT (PRINT)

DESIGNATED AGENT'S SIGNATURE

SEAL

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

BC 2055 REV. SEPT 2020

© 2020, British Columbia Real Estate Association ("BCREA"). All rights reserved. This form was developed by BCREA for the use and reproduction by BC REALTORS® and other parties authorized in writing by BCREA. Any other use or reproduction is prohibited except with prior written consent of BCREA. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREA bears no liability for your use of this form.

ADDRESS

AUTHORITY TO LEASE - COMMERCIAL SCHEDULE "A"

CONFIDENTIAL

INITIALS

--	--	--	--

