

NOTICE TO SELLER REGARDING ASSIGNMENT TERMS

Please print clearly

The Real Estate Services Regulation requires this notice to be provided to you, the seller, at the same time you are presented with a proposed contract for the purchase and sale of your property (an "offer") if that offer does **not** include one or both of the following terms:

- A term that provides that the contract must not be assigned without your written consent;
- A term that provides that you are entitled to any profit resulting from an assignment of the contract by the buyer or any subsequent assignee.

A contract assignment occurs when a buyer transfers the contract to buy property to someone else before the completion date.

Before accepting this offer, you should obtain independent professional advice regarding the absence of one or both of these terms. You should also consider whether you wish to make a counter-offer that includes the absent term(s) or other terms regarding assignments.

If this offer does **not** contain any terms about whether the contract may be assigned,

- the contract **may** be assigned without your consent, and
- you will **not** have any right to receive the profit, if any, made by the buyer from the sale of your property before the completion date.

If you are working with a real estate licensee, the Regulation requires the licensee to inform you about the following:

- if the terms included in the offer you received permit the buyer to assign the contract;
- any conditions in the offer on any assignment, including whether you have the right to receive any additional money if the buyer makes a profit from assigning the contract.

PART A

Notice to *(name of seller(s))*

Street address of real estate being sold

Legal description

Name of licensee providing notice

Date notice provided

PART B – SIGNATURES AND ACKNOWLEDGEMENT

I,

(name of seller(s))

acknowledge receipt of a copy of this notice at the same time the offer was presented to me on _____
(date)

Signature of seller(s):

BROKERAGE USE ONLY

Note: The Council intends to amend section 8-4(1) of the Council Rules to require a brokerage to retain a copy of this notice. In the interim, the Council advises licensees to provide a copy of this notice to their managing broker, and brokerages to retain a copy of this notice.

Name of person acknowledging receipt of notice for brokerage

Signature of person acknowledging receipt of notice for brokerage

Title of person acknowledging receipt of notice for brokerage

Date

Mailing Address

Real Estate Council of British Columbia
900-750 West Pender Street | Vancouver, BC Canada | V6C 2T8

Enquiries

Tel: 604.683.9664 | Toll-free: 1.877.683.9664 | Fax: 604.683.9017
www.recbc.ca | info@recbc.ca

A COPY OF THIS NOTICE IS NOT REQUIRED TO BE PROVIDED TO THE REAL ESTATE COUNCIL UNLESS IT IS SPECIFICALLY REQUESTED.

《房地产服务条例》(the Real Estate Services Regulation)规定,此通知书必须在您收到您的物业买卖合同(报价)的同时,提供给您(卖家),如果该报价没有包含一项或所有两项下列条款:

- 规定合同未经您书面同意不得转让的条款;
- 规定您有权得到买家或随后的受让人转让合同所获得的利润的条款。

当买家在成交日期之前把购买物业的合同转让给他人时,即发生合同转让。

在接受此报价之前,您应该就缺少一项或两项这些条款,获取独立的专业意见。您也应该考虑是否作出还价,将缺少的条款或有关转让的其他条款包含在内。

如果此报价没有包含关于合同可否转让的条款,

- 合同可能会未经您的同意而被转让,以及
- 您将没有权利得到买家在成交日期之前出售您的物业所获得的利润(如果有的话)。

如果您有房地产持牌人的协助,该条例规定该持牌人必须告知您以下事项:

- 您收到的报价所包含的条款是否允许买家转让合同;
- 报价里有关转让的任何条款,包括如果买家从转让合同中获利的话,您是否有权得到任何额外的金钱。

《房地產服務條例》(Real Estate Services Regulation)規定,此通書必須在您獲提供您物業的建議買賣合約("報價")的同時,提供給您(賣家),假如該報價沒有包括以下一項或兩項條款:

- 規定合約未經您書面同意不得轉讓的條款;
- 規定您有權得到買家或隨後的受讓人轉讓合約所獲的利潤的條款。

當買家在成交日期之前把購買物業的合約轉讓給別人時,就會出現合約轉讓。

在接受此報價之前,您應該就缺少一項或兩項這些條款,取得獨立專業意見。您也應該考慮,是否想作出包括缺少的條款或關於轉讓的其他條款的還價。

如果此報價沒有包含關於合約可否轉讓的條款,

- 合約可以未經您同意就轉讓,以及
- 您無權得到買家在成交日期之前出售您的物業所獲的利潤(如有的話)。

如果您是由房地產業持牌人協助,該條例規定該名持牌人必須通知您以下事項:

- 您收到的報價所包括的條款是否允許買家轉讓合約;
- 報價裏有關轉讓的條件,包括假如買家從轉讓合約中獲利的話,您是否有权得到額外金錢。