

Dated the \_\_\_\_ day of \_\_\_\_\_ 2020.

HQ Real Estate Services  
1330 Granville Street.  
Vancouver, BC, V6H 3V9  
FAX TO: 604-608-4819 or  
EMAIL TO: deanthomas@hqcommercial.ca

Attention: Dean Thomas PREC

Re: 2918 & 2922 Glen Ave, Coquitlam BC (Coquitlam Square)

For the purposes of evaluating all aspects of **2918 & 2922 Glen Ave, Coquitlam BC (Coquitlam Square)** (hereinafter referred to as “the Property”) the undersigned requests that HQ Real Estate Services. (hereinafter referred to as “HQ”) provides the undersigned with confidential information relating to the Property.

In consideration of HQ agreeing to provide the undersigned with such information, the undersigned agrees as follows:

1. To treat confidentially, such information and any other information that HQ or its advisors furnish to the under-signed, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or gathered by inspection, and regardless of whether specifically identified as “confidential” (collectively, the “Evaluation Material”).
2. Not to use any of the Evaluation Material for any purpose other than the exclusive purpose of evaluating the possibility of a purchase and sale transaction relating to the Property. The undersigned agrees that the Evaluation Material will not be used in any way detrimental to the Property, the Owner of the Property, or HQ and that such information will be kept confidential by the undersigned, its directors, officers, employees and representatives and these people shall be informed by the undersigned of the confidential nature of such information and shall be directed to treat such information confidentially and otherwise on the basis of their Agreement. [SEP]
3. That if at any time, the undersigned considers a transaction which would involve participation directly or indirectly by a third party, the undersigned agrees to obtain from such third party, a confidentiality agreement in a form satisfactory to HQ prior to disclosure to such party of any Evaluation Material.
4. That the undersigned and its directors, officers, employees and representatives will not, without the prior written consent of HQ, disclose to any persons either the fact that discussions or negotiations are taking place concerning a possible transaction between the owner of the Property and the undersigned, nor disclose

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Confidential Information Memorandum (CIM)

any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

- 5. That the term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company partnership or individual.
- 6. That at any time, at the request of HQ, the undersigned agrees to promptly return all Evaluation Material without retaining any copy thereof or any notes relating thereto. The undersigned will certify as to the return of all Evaluation Material and related notes. [ ]
- 7. That in the event the undersigned is required or requested by legal process to disclose any of the Evaluation Material, the undersigned will provide HQ with prompt notice of such requirement or request so that HQ may seek an appropriate protective order or waive compliance with the provisions of this requirement or both.
- 8. That the undersigned further understands and agrees that HQ makes no representations or warranties as to the accuracy or completeness of the Evaluation Material. The undersigned agrees that HQ shall not have any liability to the undersigned or any of its representatives resulting from the use of the Evaluation Material by the undersigned or its representatives.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

RECIPIENT NAME

\_\_\_\_\_ Corporate Name (Please Print)

By: \_\_\_\_\_ Officer's Signature

\_\_\_\_\_ Officer's Name (Please Print)

\_\_\_\_\_ Officer's Title (Please Print)

\_\_\_\_\_ Officer's Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Phone Number

\_\_\_\_\_ FAX Number

\_\_\_\_\_ E-mail

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## Your Relationship with a Real Estate Professional

Real estate professionals have a regulatory requirement to present you with this consumer information before providing services to you.

This information explains the different relationships you can have with a real estate professional to buy, sell or lease property. Before you disclose confidential information to a real estate professional regarding a real estate transaction, you should understand what type of business relationship you have with that individual.

**The Real Estate Council of BC** is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

*Keep this information page for your reference and scan the QR code or visit [recbc.ca](http://recbc.ca) for more information about real estate transactions.*



### You can work with a real estate professional in one of the following ways:

#### As a client

If you are the client of a real estate professional, they work on your behalf. The real estate professional representing you has special legal duties to you, including:

- Loyalty.** They will act only in your best interests.
- Full disclosure.** They must tell you everything they know that might influence your decision in a transaction.
- Avoid conflicts of interest.** They must avoid any situation that would affect their duty to act in your best interests.
- Confidentiality.** They must not reveal your private information without your permission, even after your relationship ends. That includes:
  - your reasons for buying, selling or leasing
  - your minimum/maximum price
  - any preferred terms and conditions you may want to include in a contract

*When you become a client, you may be asked to sign a written agreement setting out your and the real estate professional's responsibilities.*

#### As a non-client

A real estate professional who is not representing you as a client does not owe you special legal duties:

- No loyalty.** They may be representing a client with competing interests to yours in a transaction. They must be loyal to their client, not you.
- No duty of full disclosure.** They do not have a duty to give you all relevant information.
- No duty to avoid conflicts.** They are not acting in your interests.
- No confidentiality.** They must share any information you tell them with their clients in a transaction.

*As a non-client, a real estate professional may give you only limited services.*



Whenever a real estate professional works with you in a real estate transaction, whether you are their client or not, they have a responsibility to act honestly and with reasonable care and skill.



# Your Relationship with a Real Estate Professional

This is a required disclosure form in compliance with section 5-10 of the Rules under the *Real Estate Services Act*. Your real estate professional must present the *Your Relationship with a Real Estate Professional* information page to you along with this disclosure form.

## Real Estate Professional Disclosure Details

I disclose that I am (check one):

- representing you as my client
- not** representing you as a client

Dean Thomas PREC | Tom Thiessen PREC

Name

Team name and members. *The duties of a real estate professional as outlined in this form apply to all team members.*

HQ Commercial | RE/MAX Lifestyles Realty

Brokerage

March 2020

Signature

Date

Notes:

## Consumer Acknowledgment ▶ This is NOT a contract

I acknowledge that I have received the *Your Relationship with a Real Estate Professional* consumer information page and this disclosure form.

Name (optional)

Initials (optional)

Date

Name (optional)

Initials (optional)

Date