



FORMS



Supplemental Information E-Binder Package reflects Forms Webinar 'OREA Forms & TRESA' held on October 25th 2023. This content will assist in preparing Member awareness for a new tomorrow in real estate.

NOTE: This **Webinar recording** will be available on www.orea.com/TRESA

Mark Your Calendars, for another **Forms Webinar Wed Nov 29th 2023.**

Our official '2024 Forms Annual Update' and time of the upload of all OREA 2024 Forms & Forms Resources to orea.com.

Reach out to **StandardForms@orea.com** for Forms assistance & resource.

CIRCULATION or REPRODUCTION of these Forms materials is prohibited.

MEMORANDUM



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DON MILLS, ON, M3B 1S9
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FAX: 416-445-2644
OREA.COM

TO: All OREA Members
RE: 2023 OREA Standard Forms Member Licence Terms
DELIVERY: Via E-mail

As you are all aware, the Ontario Real Estate Association ("OREA") is the creator and owner of a set of standardized forms used in Ontario real estate transactions and a set of standard clauses, including Guidelines for Residential and Commercial Clauses, for use with these forms and set of Forms Explained Form files (collectively, the "OREA Standard Forms").

The 2023 OREA Standard Forms are being provided to all Members for Members' use only and are not for re-use by, or distribution to, any third party.

OREA Members may not use and reproduce the OREA Standard Forms as part of professional education services they provide directly to OREA Members.

Where Members determine there is need for a new professional educational service on the OREA Standard Forms, Members may submit their ideas for OREA's consideration and development to the attention of the OREA Forms Staff team at StandardForms@orea.com.

OREA is pleased to be circulating the 2023 OREA Standard Forms to all Members subject to the following terms and conditions. By accepting any of the OREA Standard Forms, you agree to the following **OREA Standard Forms Member Licence Terms** as presented in Appendix A.

Should you have any questions or comments, please contact Cassandra Agnew Walker, Head of Standard Forms at 1 (800) 265 – OREA (6732) or (416) 445 – 9910 Ext 417 or send an email message to StandardForms@orea.com.



Access to OREA Forms and Forms Resources is for OREA Members only, and certain licensees. OREA Standard Forms may not be used or reproduced as part of professional education services. OREA Forms distribution or circulation for educational material is prohibited.

MEMORANDUM

RE: 2023 OREA STANDARD FORMS MEMBER LICENCE TERMS



APPENDIX A – OREA STANDARD FORMS MEMBER LICENCE TERMS

The Ontario Real Estate Association ("OREA") is the producer and owner of a set of standardized forms used in Ontario real estate transactions and a set of standard clauses, including Guidelines for Residential and Commercial Clauses, for use with these forms and set of Forms Explained Form files (collectively, the "OREA Standard Forms"). OREA produces updated OREA Standard Forms annually for use by its REALTOR® members ("Members") and Member Boards and by certain additional licensees.

These OREA Standard Forms are for use by OREA members and certain licensees only. Any other use or reproduction is prohibited except with the prior written consent of OREA. Please note that every real estate transaction is unique and that OREA does not warrant and is not responsible in any way for the adequacy, sufficiency, applicability or suitability of any of the OREA Standard Forms. OREA members are urged to seek independent legal advice on specific issues affecting them. OREA bears no liability for the use of these OREA Standard Forms.

MEMBERS

Individual Members may use the OREA Standard Forms, in paper or electronic format, as part of:

- A real estate transaction in Ontario; or
- His or her personal study and professional development

OREA Members may not use and reproduce the OREA Standard Forms as part of professional education services they provide directly to OREA Members.

Where Members determine there is need for a new professional educational service on the OREA Standard Forms, Members and Member Boards may submit their ideas for OREA's consideration and development to the attention of the OREA Member Engagement and Centre for Leadership Development department at StandardForms@orea.com.

MEMORANDUM

RE: 2023 OREA STANDARD FORMS MEMBER LICENCE TERMS



The following applies to each use, reproduction and distribution of the OREA Standard Forms by OREA Members:

- Except as provided above, the OREA Standard Forms may not be modified or amended in any manner;
- OREA's disclaimer and copyright notice must not be removed from any OREA Standard Form;
- Access to OREA Standard Forms must be restricted to OREA Members only;
- Any written reference to a particular OREA Standard Form must use the entire form name and number (i.e. "OREA Form 100 Agreement of Purchase and Sale")
- When providing OREA Standard Forms to Members, the entire form must be provided;
- Access to, or use of, the OREA Standard Forms may not be assigned, transferred or sublicensed to anyone except as permitted herein; and
- All use and distribution of OREA Standard Forms must cease promptly if OREA requests you do so in writing.

GENERAL

Any use of the OREA Standard Forms that is not permitted herein is prohibited except with the written consent of OREA.

OREA requires written consent through the execution of a separate licence agreement should Member Boards or Members wish to make the OREA Standard Forms available in any software/ technology platform that applies functionality to them beyond Members downloading them in electronic file format or printing them.

OREA makes no representation or warranties of any kind, express or implied, with respect to the accuracy, reliability, merchantability or non-infringement of the OREA Standard Forms and/or their suitability with respect to any particular transaction or use. Use of these documents and their content is entirely at the users' risk.

CIRCULATION or REPRODUCTION of these Forms materials is prohibited.

AGENDA - OREA Forms & TRESA Webinar

OREA FORM FILES REFERRED TO WITHIN THE WEBINAR CONTENT ARE ATTACHED TO THE SUPPLEMENTAL PACKAGE.

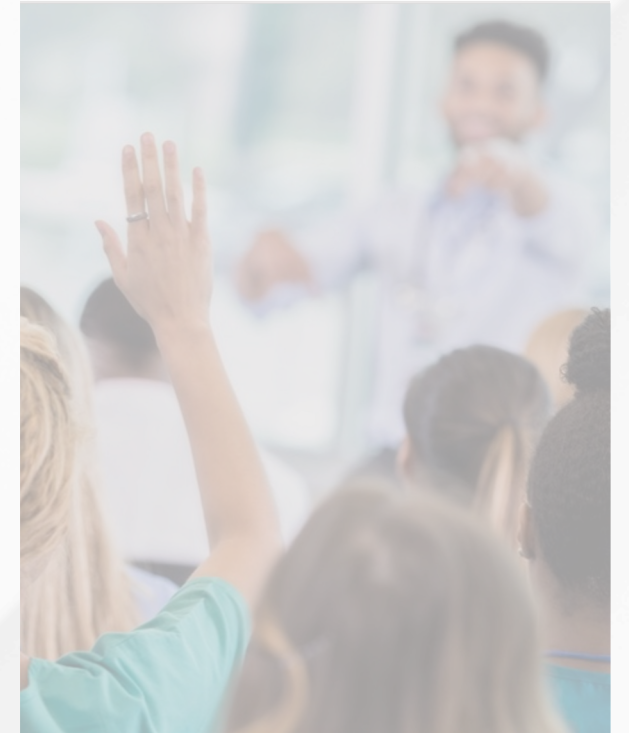
- TRESA Phase 1 & 2 Effects Overview
- Consumer Terminology
- Contents of Written Agreements
- New Option for Direction(s)
- Written Disclosure Requirement
- Integrity & Consumer Communications

TRESA 2002, Phase 2 Regulations highlights to lead us to NEW and REVISED 2024 OREA Forms and Clauses.

- TRESA 2002, 'the Act'
- TRESA 2002, Code of Ethics
- TRESA 2002, General Regulations

Note, 2024 OREA Forms & Clauses released November 29th.

Today Forms presented in advance of TRESA are to assist with preparation and awareness.



CIRCULATION or REPRODUCTION of this material is prohibited.

TRESA 2002, PHASE 1

Phase 1 Addressed

- Allowing Personal Real Estate Corporations (PRECS)
 - PRECs allow Members to access the business advantages of incorporation, including tax and income planning benefits.
- New descriptors for registrants
 - Permitted descriptors now include "Real Estate Agent" and "REALTOR®"

Phase 1: NO new or revised OREA Forms or Clauses

TRESA 2002, PHASE 2

Code of Ethics

The updated Code retains ethical requirements

- Technical and procedural requirements moved to General Regulations
(or other regulations)

The Code speaks to broad principles, meaning for Members registrants must comply with:

- Integrity
- Quality of service
- Conflicts of interest

Phase 2 Code of Ethics: NO new or revised OREA Forms or Clauses

TRESA 2002, PHASE 2 Regulations

NEW DEFINITIONS & INTERPRETATIONS

The term 'Customer'

Under REBBA, "client" and "customer" have occasionally been confusing for the public while interacting with registrants.

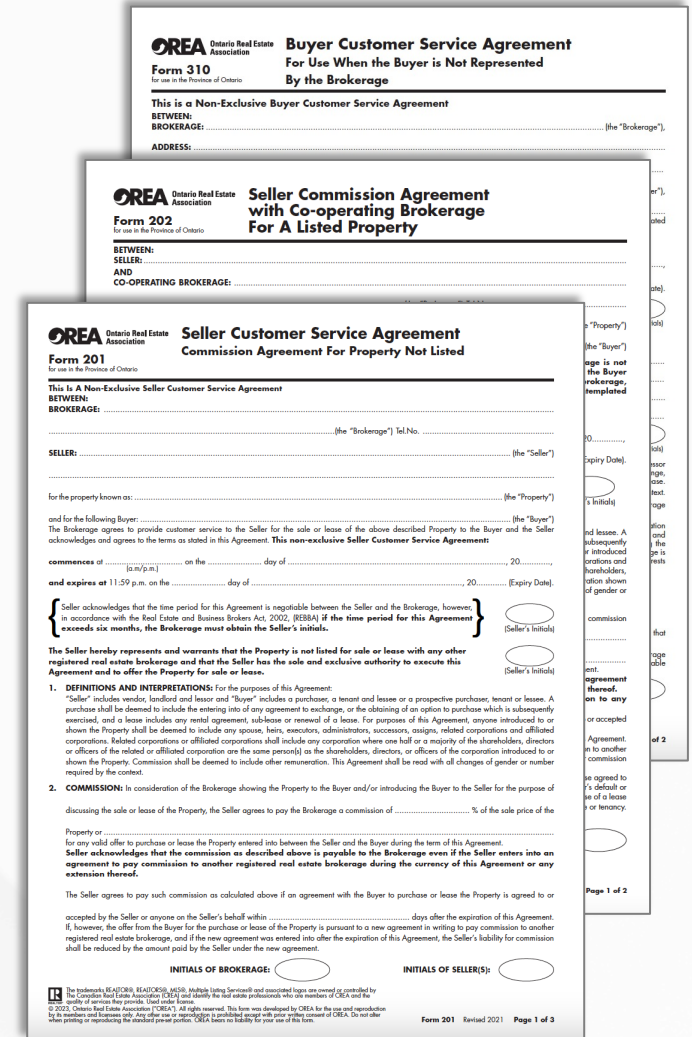
- Elimination of the term "customer" in the TRESA

All customer/non client OREA FORMS discontinued

- Seller, Landlord, Buyer, Tenant Customer Service Agreements
- Seller Commission Agreement with Co-operating Brokerage for Property Listed
- All Commercial parallel Forms

Resulting in discontinuation of;

27 OREA Forms, as of December 1, 2023



TRESA 2002, PHASE 2 Regulations

NEW DEFINITIONS & INTERPRETATIONS

The term 'Self-Represented Party', (SRP)

To address documenting Self-Represented Party acknowledgements, confirmations, and consents;

➤ 8 New SRP OREA Forms

Content includes, but not limited to,

- ✓ Family Law Act spousal consent
- ✓ Electronic Commerce Act electronic signature consent
- ✓ Personal Information Protection Electronic Documents Act collection and use of personal information consent

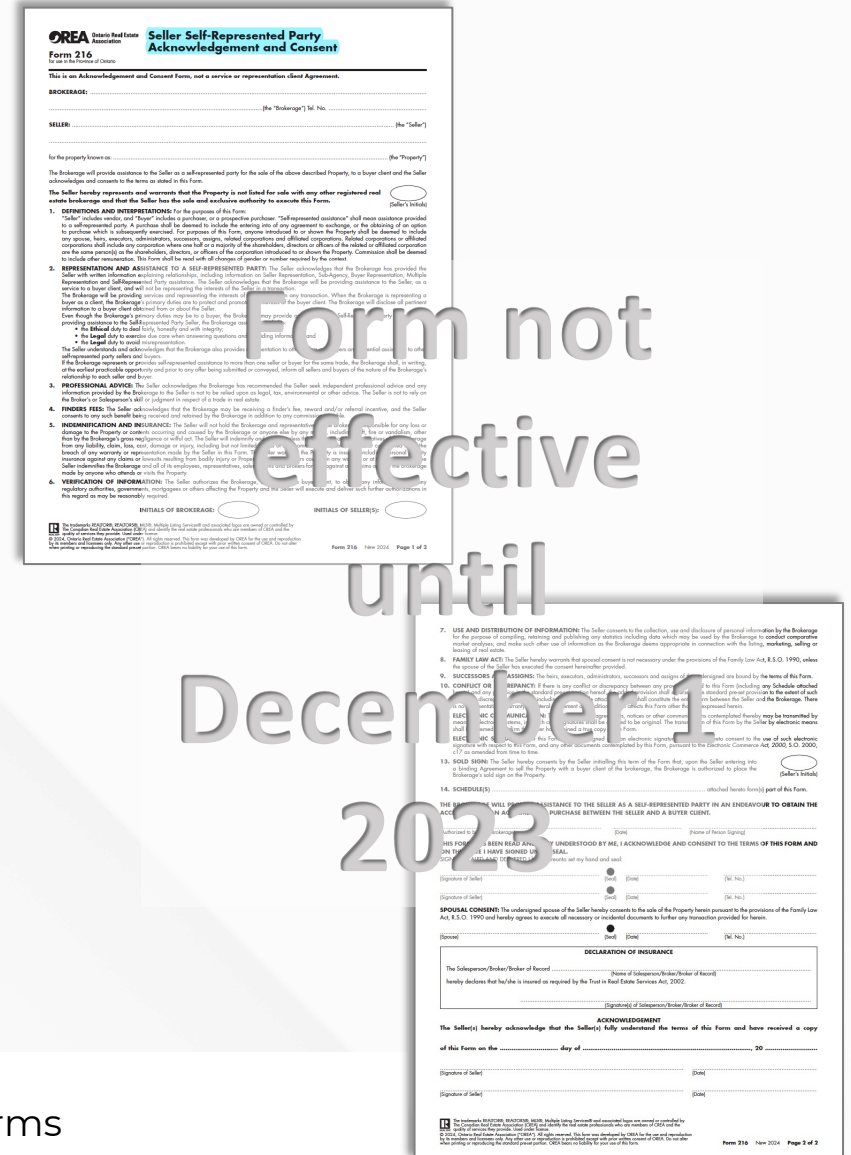
8 New SRP AC Forms

- NOT AN AGREEMENT
- 2 Page Form
- Setting the tone for Member 'interaction' 'assistance' related to a Member's client

Note: OREA SRP Forms are in addition to the TRESA prescribed RECO prepared SRP Acknowledgement

Resulting in 8 New OREA Forms, effective as of December 1, 2023

- SRP Seller, Landlord, Buyer, Tenant, and equivalent Commercial Forms



TRESA 2002, PHASE 2 Regulations

Contents of Written Client Agreements

Effects on service representation agreements resulted in revisions to all Listing and Buyer/Tenant Representation Agreements.

Revisions included, but not limited to;

- A brokerage option to delegate designated representative(s)
- Identifying self-represented party relationships
- Client expiry date initials (*remove 6 month reference*)
- Possibility of limited services representation
- Multiple Representation varied situations

Revised Brokerage Service Representation Agreements

- Client Agreements
- Content enhanced

Resulting in 9 Revised OREA Forms, effective as of December 1, 2023

- Seller, Landlord, Buyer, Tenant, and equivalent Commercial Forms

The image displays two versions of the OREA Listing Agreement (Form 200). The top form is the 2002 version, and the bottom form is the 2024 revised version. Both forms are titled 'Listing Agreement Seller Representation Authority to Offer for Sale'. The 2024 version includes several key updates and new sections:

- Designated Representative(s):** A section for identifying the designated representative(s) of the Seller, with a note that the Seller must obtain the Seller's initials.
- Brokerage:** A section for identifying the brokerage, with a note that the Seller must obtain the Seller's initials.
- Commission:** A section for identifying the commission, with a note that the Seller must obtain the Seller's initials.
- Multiple Representation and Self-Represented Party Assistance:** A new section detailing the Seller's obligations in multiple representation and self-represented party situations.
- Family Law Act:** A new section detailing the Seller's obligations under the Family Law Act.

A large watermark 'Form not effective until December 2023' is overlaid on the forms. The 2024 version is marked 'Form 200 Revised 2024 Page 1 of 3'.



TRESA 2002, PHASE 2 Regulations

Contents of Written Agreements & General Regulations

Representation Provision in All Buyer Seller Written Agreements

Representation required

13.3.1 A brokerage shall not enter into an agreement with a buyer or seller for the purposes of trading in real estate if the agreement does not include the provision of representation.

To establish practical and compliant path to manage aspects of Brokerage and consumer(s) agreements **around limited services representation**, detailed Limited Services Representation Agreements were created.

New Brokerage Limited Services Representation Agreements

- Use when less than full Client services or representation
- Set out clear details within Schedule limited services or representation
- Content parallels Client Agreements

Resulting in 9 New OREA Forms, effective December 1, 2023

- To set Limited Services Representation Agreement(s)
- Seller, Landlord, Buyer, Tenant, and equivalent Commercial Forms

OREA Ontario Real Estate Association
Form 230
Listing Agreement
Seller Limited Services Representation Agreement
Authority to Offer for Sale

This is a Multiple Listing Service Agreement OR Exclusive Listing Agreement EXCLUSIVE

BETWEEN: (Seller's Name) (Date)

BROKERAGE: (Listing Brokerage) Tel. No. (Date)

SELLER: (Name)

DESIGNATED REPRESENTATIVE(S): (Name of Salesperson/Partner/Broker)

The Listing Agreement is designed to represent the Seller in the Listing Brokerage's Multiple Listing Service (MLS) and is subject to the provisions of the Family Law Act, R.S.O. 1990, which may apply to the Seller's interest in the Property.

The Seller hereby gives the Listing Brokerage the exclusive and irrevocable right to act as Seller's agent and provide the Seller's client limited services, commencing on _____ day of _____, 20____, and ending on _____ day of _____, 20____.

1. **VERIFICATION OF INFORMATION:** The Seller certifies that the information provided in this Agreement is true and correct to the best of their knowledge and belief.

2. **ACKNOWLEDGEMENT:** The Seller hereby acknowledges that the Seller's full understanding of the terms of this Agreement and that the Seller has received a copy of this Agreement.

3. **ELECTRONIC SIGNATURES:** The Seller hereby agrees to use an electronic signature for the purposes of this Agreement.

4. **DECLARATION OF INSURANCE:** The Seller hereby declares that he/she is insured as required by TRESA.

5. **ACKNOWLEDGEMENT:** The Seller hereby acknowledges that the Seller's full understanding of the terms of this Agreement and that the Seller has received a copy of this Agreement.

Format effective until December 1, 2023

OREA Ontario Real Estate Association
Form 230
Listing Agreement
Seller Limited Services Representation Agreement
Authority to Offer for Sale

This Schedule A is attached to and forms part of the Listing Agreement (Seller Limited Services Representation Agreement, Authority to Offer for Sale) between _____ and _____.

1. **MULTIPLE LISTING SERVICE:** The Seller hereby agrees to list the Property in the Listing Brokerage's Multiple Listing Service (MLS).

2. **MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Seller understands that the Listing Brokerage may be acting as a multiple representative of the Seller and the Buyer in the same transaction.

3. **ACKNOWLEDGEMENT:** The Seller hereby acknowledges that the Seller's full understanding of the terms of this Agreement and that the Seller has received a copy of this Agreement.

4. **DISCLAIMER:** The Listing Brokerage and its agents do not warrant the accuracy of the information provided in this Agreement.

5. **ACKNOWLEDGEMENT:** The Seller hereby acknowledges that the Seller's full understanding of the terms of this Agreement and that the Seller has received a copy of this Agreement.

TRESA 2002, PHASE 2 Regulations

New Option for Direction(s)

Seller Option to Direct Sharing of Offer Substance

Written Directions to Listing Brokerage

- A new Standard Form created for Members to document new Seller direction
- A new Standard Clause created for when working with buyers, if buyer does not wish to participate in this type of offer negotiations

NEW Form, 209, Seller Direction to Share Substance of Offer

- Varied offer detail sharing
- No sharing of personal information
- No required disclosure
- Potential change to Seller direction

Resulting in 1 New OREA Form, effective as of December 1, 2023

- ‘Seller Direction to Share Substance of Offers’

Revised Form 652, Brokerage Communication etiquette

- An ask between Brokerages
- No required disclosure
- Potential change, therefore, Members should follow up or extend enquiry

1 Revised OREA Form created

Form 209: Seller Direction to Share Substance of Offers. This form is used by the Seller to provide written directions to the Listing Brokerage regarding the sharing of offer substance. It includes fields for Seller, TO, AND TO, and PROPERTY ADDRESS. There are radio button options for PRICE, DEPOSIT, CONDITIONS, CLOSING DATE, and OTHER. A section for Additional Comments is provided. The form includes a disclaimer and a signature line for the Seller.

Form not effective until December 1 2023

Form 652: Brokerage Communication. This form is used for communication between brokerages and is not for obtaining consent between any parties. It includes fields for TO, FROM, and PROPERTY. There are checkboxes for 'ONLY COMPLETE THOSE NOTIFICATION SECTIONS THAT ARE APPLICABLE' and 'NOTIFICATION OF MULTIPLE REPRESENTATION TO OTHER BROKERAGE FIRMS'. It includes sections for 'NOTIFICATION OF AGREEMENT RELATING TO COMMISSION OR OTHER REMUNERATION' and 'ACKNOWLEDGEMENT'. The form includes a disclaimer and signature lines for both parties.

Form not effective until December 1 2023

TRESA 2002, PHASE 2 Regulations

Written Disclosure Requirement

Separate written consent for multiple representation

- New multiple representation written consent
- Disclosure prior to offer
- It was further recognized current Forms 320 and Form 324 required extended content to accommodate disclosures

Resulting in 2 New OREA Forms, effective as of December 1, 2023

- Multiple Representation Acknowledgement and Consent Forms for Seller and Buyer

Additionally, resulted in 2 Revised Forms, effective as of December 1 2023

- Confirmation of Co-operation and Representation Buyer/Seller, Tenant/Landlord

TRESA 2002, PHASE 2 Regulations

Written Disclosure Requirement

New Forms, 325 & 326 Multiple Representation Acknowledgement and Consent

- Individual Form for Seller & for Buyer
- Prior to offer
- Member to clarify situation of multiple representation
- Re-visit the details within service representation agreement
- Infrequent within designated representation

Revised Forms, 320 & 324 Multiple Representation within Confirmation of Co-operation and Representation Forms (CCR)

- Final affirmation prior to offers, as currently
- Buyer/Seller CCR & Tenant/Landlord CCR
- Clarify relationship, situation and remuneration
- Details enabled within Comment sections
- Consent for Multiple Representation

2 New OREA Forms created
2 Revised OREA Forms

Form 325: Multiple Representation, Seller Acknowledgement & Consent. This form is used by the Seller to acknowledge the Listing Brokerage's role in multiple representation. It includes sections for Seller, Brokerage, and Real Property information. The main body contains a 'MULTIPLE REPRESENTATION' section where the Seller acknowledges the Listing Brokerage's role and provides consent. A 'CONSENT FOR MULTIPLE REPRESENTATION' section is also present, which is to be completed only if the Brokerage represents more than one client. The form concludes with a signature line for the Seller and Brokerage, and a date field.

Forms not effective until December 1, 2023

Form 320: Confirmation of Co-operation and Representation Buyer/Seller. This form is used by the Buyer to confirm their cooperation with the Listing Brokerage. It includes sections for Buyer, Seller, and Brokerage information. The main body contains a 'CONFIRMATION OF CO-OPERATION AND REPRESENTATION' section where the Buyer acknowledges the Listing Brokerage's role and provides consent. A 'CONSENT FOR MULTIPLE REPRESENTATION' section is also present, which is to be completed only if the Brokerage represents more than one client. The form concludes with signature lines for the Buyer, Seller, and Listing Brokerage, and a date field.

Forms not effective until December 1, 2023

TRESA 2002, PHASE 2 Regulations

Integrity Within Consumer Communications

Enhancing Working with a REALTOR® , Form 810

- It was decided to maintain Working with a REALTOR® Forms as valued tools
- Member and consumer familiarity in the beginning
- Excellent trade file summary, including acknowledgements
- Revised 1-Page format Form
- New 2-Page format Form

2 Revised OREA Forms

Working with a REALTOR®

- Content extended inclusive of SRP, DR, MR
- Confirming Information Guide receipt (RECO created form)
- Confirming SRP Acknowledgement Form (RECO created form)
- Assisting Brokerage trade files

2 New OREA Forms



Seller Self-Represented Party Acknowledgement and Consent

Form 216

for use in the Province of Ontario

This is an Acknowledgement and Consent Form, not a service or representation client Agreement.

BROKERAGE:

.....(the "Brokerage") Tel. No.

SELLER: (the "Seller")

for the property known as: (the "Property")

The Brokerage will provide assistance to the Seller as a self-represented party for the sale of the above described Property, to a buyer client and the Seller acknowledges and consents to the terms as stated in this Form.

The Seller hereby represents and warrants that the Property is not listed for sale with any other registered real estate brokerage and that the Seller has the sole and exclusive authority to execute this Form.


(Seller's Initials)

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Form: "Seller" includes vendor, and "Buyer" includes a purchaser, or a prospective purchaser. "Self-represented assistance" shall mean assistance provided to a self-represented party. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised. For purposes of this Form, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property. Commission shall be deemed to include other remuneration. This Form shall be read with all changes of gender or number required by the context.

2. REPRESENTATION AND ASSISTANCE TO A SELF-REPRESENTED PARTY: The Seller acknowledges that the Brokerage has provided the Seller with written information explaining relationships, including information on Seller Representation, Sub-Agency, Buyer Representation, Multiple Representation and Self-Represented Party assistance. The Seller acknowledges that the Brokerage will be providing assistance to the Seller, as a service to a buyer client, and will not be representing the interests of the Seller in a transaction. The Brokerage will be providing services and representing the interests of a buyer client in any transaction. When the Brokerage is representing a buyer as a client, the Brokerage's primary duties are to protect and promote the interests of the buyer client. The Brokerage will disclose all pertinent information to a buyer client obtained from or about the Seller.

Even though the Brokerage's primary duties may be to a buyer, the Brokerage may provide assistance to the Self-Represented Party Seller. When providing assistance to the Self-Represented Party Seller, the Brokerage assistance includes:

- the **Ethical** duty to deal fairly, honestly and with integrity;
- the **Legal** duty to exercise due care when answering questions and providing information; and
- the **Legal** duty to avoid misrepresentation.

The Seller understands and acknowledges that the Brokerage also provides representation to other sellers and buyers and potential assistance to other self-represented party sellers and buyers.

If the Brokerage represents or provides self-represented assistance to more than one seller or buyer for the same trade, the Brokerage shall, in writing, at the earliest practicable opportunity and prior to any offer being submitted or conveyed, inform all sellers and buyers of the nature of the Brokerage's relationship to each seller and buyer.

3. PROFESSIONAL ADVICE: The Seller acknowledges the Brokerage has recommended the Seller seek independent professional advice and any information provided by the Brokerage to the Seller is not to be relied upon as legal, tax, environmental or other advice. The Seller is not to rely on the Broker's or Salesperson's skill or judgment in respect of a trade in real estate.

4. FINDERS FEES: The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to any commission payable.

5. INDEMNIFICATION AND INSURANCE: The Seller will not hold the Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring and caused by the Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Brokerage's gross negligence or wilful act. The Seller will indemnify and save harmless the Brokerage and representatives of the Brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of any commission payable, caused or contributed to by the breach of any warranty or representation made by the Seller in this Form. The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or Property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers for and against any claims against the Brokerage made by anyone who attends or visits the Property.

6. VERIFICATION OF INFORMATION: The Seller authorizes the Brokerage, on behalf of a buyer client, to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller will execute and deliver such further authorizations in this regard as may be reasonably required.

INITIALS OF BROKERAGE: 

INITIALS OF SELLER(S): 

- 7. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of compiling, retaining and publishing any statistics including data which may be used by the Brokerage to conduct comparative market analyses; and make such other use of information as the Brokerage deems appropriate in connection with the listing, marketing, selling or leasing of real estate.
- 8. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 9. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Form.
- 10. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Form (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Form, including any Schedule attached hereto, shall constitute the entire Form between the Seller and the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Form other than as expressed herein.
- 11. ELECTRONIC COMMUNICATION:** This Form and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Form by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Form.
- 12. ELECTRONIC SIGNATURES:** If this Form has been signed with an electronic signature the parties hereto consent to the use of such electronic signature with respect to this Form, and any other documents contemplated by this Form, pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time.
- 13. SOLD SIGN:** The Seller hereby consents by the Seller initialling this term of the Form that, upon the Seller entering into a binding Agreement to sell the Property with a buyer client of the brokerage, the Brokerage is authorized to place the Brokerage's sold sign on the Property.


 (Seller's Initials)

14. SCHEDULE(S) attached hereto form(s) part of this Form.

THE BROKERAGE WILL PROVIDE ASSISTANCE TO THE SELLER AS A SELF-REPRESENTED PARTY IN AN ENDEAVOUR TO OBTAIN THE ACCEPTANCE OF AN AGREEMENT TO PURCHASE BETWEEN THE SELLER AND A BUYER CLIENT.

.....
 (Authorized to bind the Brokerage) (Date) (Name of Person Signing)

THIS FORM HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACKNOWLEDGE AND CONSENT TO THE TERMS OF THIS FORM AND ON THIS DATE I HAVE SIGNED UNDER SEAL.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

.....
 (Signature of Seller) (Seal) (Date) (Tel. No.)

 (Signature of Seller) (Seal) (Date) (Tel. No.)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the sale of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

.....
 (Spouse) (Seal) (Date) (Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record
 (Name of Salesperson/Broker/Broker of Record)
 hereby declares that he/she is insured as required by the Trust in Real Estate Services Act, 2002.

 (Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Form and have received a copy

of this Form on the day of, 20

.....
 (Signature of Seller) (Date)

 (Signature of Seller) (Date)



Listing Agreement
Seller Representation Agreement
Authority to Offer for Sale

Form 200

for use in the Province of Ontario

This is a Multiple Listing Service® Agreement [MLS logo] OR Exclusive Listing Agreement [EXCLUSIVE logo]
(Seller's Initials) (Seller's Initials)

BETWEEN:
BROKERAGE: (the "Listing Brokerage") Tel. No.

SELLER: (the "Seller")

DESIGNATED REPRESENTATIVE(S): (Name of Salesperson/Broker/Broker of Record)

This Listing Agreement is a designated representation agreement where the Brokerage has designated Salesperson/Broker/Broker of Record as the Designated Representative(s) and all parties understand it is the Designated Representative(s) who will be providing services and representation to the Seller, and the Brokerage provides services but not representation.

In consideration of the Listing Brokerage listing the real property for sale known as (the "Property")

the Seller hereby gives the Listing Brokerage the exclusive and irrevocable right to act as the Seller's agent, commencing at on the day of , 20, and expiring at 11:59 p.m. on the day of , 20 (the "Listing Period"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Trust in Real Estate Services Act, 2002 (TRESA), the Listing Brokerage must obtain the Seller's initials. (Seller's Initials)

to offer the Property for sale at a price of: Dollars (CDN\$) Dollars

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the Property. (Seller's Initials)

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"): "Seller" includes vendor, a "buyer" includes a purchaser, or a prospective purchaser. "Self-represented assistance" shall mean assistance provided to a self-represented party. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. A "real estate board" includes a real estate association. "Public Marketing" shall have the same meaning as set out in REALTOR® Cooperation Policy as published by the Canadian Real Estate Association.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of % of the sale price of the Property or for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller. The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage) and to offer to pay the co-operating brokerage a commission of % of the sale price of the Property or out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone

on the Seller's behalf within days after the expiration of the Listing Period (Holdover Period), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement. The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

INITIALS OF LISTING BROKERAGE: INITIALS OF SELLER(S):

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Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

- 3. REPRESENTATION: The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining relationships, including information on Seller Representation, Client Limited Service, Sub-agency, Buyer Representation, Multiple Representation and Self-Represented Party assistance. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage listing other properties that may be similar to the Seller's Property without any claim by the Seller of conflict of interest. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage, said commission to be disbursed in accordance with the Commission Trust Agreement.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase being submitted or conveyed.

The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer, unless otherwise directed in writing by the Seller.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

The Brokerage shall not be appointed or authorized to be agent for either the Seller or the buyer for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the buyer (multiple representation) or where the buyer or the seller is a self-represented party.

MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION: The Seller understands and agrees that the Listing Brokerage may provide client limited services and representation to other sellers and buyers. The Seller understands and acknowledges that when representing both the Seller and the buyer, where one or both the Seller and buyer are receiving limited services and representation the Listing Brokerage shall have a duty of services and representation and disclosure to one or both the Seller and the buyer, as more particularly set out in the agreement with the respective Seller or buyer. If the Listing Brokerage provides client limited services and representation to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer at the earliest practicable opportunity and in all cases prior to any offer being submitted or conveyed.

MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION: The Seller understands and acknowledges that when the Brokerage represents both the Seller and the buyer, where one or both the Seller and buyer are represented by a designated representative of the Listing Brokerage, multiple representation will not result, unless that designated representative represents more than one client in the same trade. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the seller and the buyer client, is as more particularly set out in the agreement with the respective seller or buyer.

MULTIPLE REPRESENTATION AND SELF-REPRESENTED PARTY ASSISTANCE: The Seller understands and agrees that the Listing Brokerage also provides representation and self-represented party assistance to other sellers and buyers. If the Listing Brokerage represents or provides self-represented party assistance to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and in all cases prior to any offer being submitted or conveyed, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

- 4. FINDERS FEES: The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the Commission as described above.
- 5. REFERRAL OF ENQUIRIES: The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period, the Seller agrees to pay the Listing Brokerage the amount of Commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 6. MARKETING: The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act. The Seller acknowledges the Brokerage in accordance with MLS® Rules and Regulations, and the Canadian Real Estate Association REALTOR® Code of Ethics, this Listing shall be, within three (3) days of Public Marketing, placed on an MLS® System for cooperation with other REALTORS®.
- 7. WARRANTY: The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 8. INDEMNIFICATION AND INSURANCE: The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the Commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form. The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 9. FAMILY LAW ACT: The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.

INITIALS OF LISTING BROKERAGE:

Empty oval space for Listing Brokerage initials.

INITIALS OF SELLER(S):

Empty oval space for Seller(s) initials.

- 10. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information affecting the Property from any regulatory authorities, governments, mortgagees or others and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 11. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:		
consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.	Does	Does Not

- 12. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 13. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between the Seller and the Listing Brokerage. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.
- 14. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 15. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time.
- 16. SCHEDULE(S):** and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

..... (Authorized to bind the Listing Brokerage) (Date) (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on any accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

(Signature of Seller)		(Date)	(Tel. No.)
(Signature of Seller)		(Date)	(Tel. No.)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

..... (Spouse) (Seal) (Date) (Tel. No.)

DECLARATION OF INSURANCE
The Salesperson/Broker/Broker of Record (Name of Salesperson/Broker/Broker of Record)
hereby declares that he/she is insured as required by TRESA.
..... (Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the day of, 20

(Signature of Seller)	(Date)
(Signature of Seller)	(Date)

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Form 230

for use in the Province of Ontario

Listing Agreement
Seller Limited Services Representation Agreement
Authority to Offer for Sale

This is a Multiple Listing Service Agreement OR Exclusive Listing Agreement
(MLS logo) (Seller's Initials) (Seller's Initials)

BETWEEN:
BROKERAGE: (the "Listing Brokerage") Tel. No.

SELLER: (the "Seller")

DESIGNATED REPRESENTATIVE(S): (Name of Salesperson/Broker/Broker of Record)

This Listing Agreement is a designated representation agreement where the Brokerage has designated Salesperson/Broker/Broker of Record as the Designated Representative(s) and all parties understand it is the Designated Representative(s) who will be providing services and representation to the Seller, and the Brokerage provides services but not representation.

In consideration of the Listing Brokerage listing the real property for sale known as (the "Property")

the Seller hereby gives the Listing Brokerage the exclusive and irrevocable right to act as Seller's agent and provide the Seller client limited services, commencing at (a.m./p.m.) on the day of , 20

and expiring at 11:59 p.m. on the day of , 20 (the "Listing Period")

Seller acknowledges that the Listing Period is negotiable between the Seller and Listing Brokerage and, if an MLS listing, may be subject to minimum requirements, however, in accordance with the Trust in Real Estate Services Act, 2002 (TRESA), the Brokerage must obtain the Seller's initials. (Seller's Initials)

to offer the Property for sale at a price of: Dollars (CDN\$) Dollars

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the Property. (Seller's Initials)

Schedule A, attached hereto forms part of this Agreement, of which Schedule A sets out the details with respect to the limited services, confidentiality and representation of the Brokerage.

- 1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"): "Seller" includes vendor and "buyer" includes a purchaser or a prospective purchaser. "Self-represented assistance" shall mean assistance provided to a self-represented party. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. A "real estate board" includes a real estate association. "Public Marketing" shall have the same meaning as set out in REALTOR Cooperation Policy as published by the Canadian Real Estate Association.
2. COMMISSION: In consideration of the Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of % of the sale price of the Property or for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller. The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage) and to offer to pay the co-operating brokerage a commission of % of the sale price of the Property or out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on the Seller's behalf within days after the expiration of the Listing Period (Holdover Period), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period.

INITIALS OF BROKERAGE: INITIALS OF SELLER(S):

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If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement. The Seller further agrees to pay such commission as described above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

3. REPRESENTATION: The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining relationships, including information on Seller Representation, Client Limited Service, Sub-Agency, Buyer Representation, Multiple Representation and Self-Represented Party assistance. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage listing other properties that may be similar to the Seller's Property without any claim by the Seller of conflict of interest. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage, said commission to be disbursed in accordance with the Commission Trust Agreement.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase being submitted or conveyed. The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer, unless, otherwise directed in writing by the Seller.

However, it is understood that factual information about the Property known to the Listing Brokerage, market comparable properties and information concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

The Brokerage shall not be appointed or authorized to be agent for either the Seller or the buyer for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the buyer (multiple representation) or where the buyer or the seller is a self-represented party.

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MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION: The Seller understands and acknowledges that when the Brokerage represents both the Seller and the buyer, where one or both the Seller and buyer are represented by a designated representative of the Listing Brokerage, multiple representation will not result, unless that designated representative represents more than one client in the same trade. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the seller and the buyer client, is as more particularly set out in the agreement with the respective seller or buyer.

MULTIPLE REPRESENTATION AND SELF-REPRESENTED PARTY ASSISTANCE: The Seller understands and agrees that the Listing Brokerage also provides representation and self-represented party assistance to other sellers and buyers. If the Brokerage represents or provides self-represented party assistance to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and prior to any offer being submitted or conveyed, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

4. FINDERS FEES: The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.

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6. MARKETING: The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act. The Seller acknowledges the Brokerage in accordance with MLS® Rules and Regulations, and the Canadian Real Estate Association REALTOR® Code of Ethics, this Listing shall be, within three (3) days of Public Marketing, placed on an MLS® System for cooperation with other REALTORS®.

7. WARRANTY: The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.

8. INDEMNIFICATION AND INSURANCE: The Seller will not hold the Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Brokerage and representatives of the Brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the Commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement. The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or Property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers for and against any claims against the Brokerage made by anyone who attends or visits the Property.

9. FAMILY LAW ACT: The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.

INITIALS OF BROKERAGE:

Empty oval for Brokerage initials.

INITIALS OF SELLER(S):

Empty oval for Seller(s) initials.

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- 10. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information affecting the Property from any regulatory authorities, governments, mortgagees or others and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 11. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

Does Does Not

- 12. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 13. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between the Seller and the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 14. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 15. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time.

THE LISTING BROKERAGE AGREES TO PROVIDE CLIENT LIMITED SERVICES REPRESENTATION TO THE SELLER IN AN ENDEAVOUR TO OBTAIN THE ACCEPTANCE OF AN AGREEMENT TO PURCHASE OR LEASE BETWEEN THE SELLER AND A BUYER.

..... (Authorized to bind the Listing Brokerage) (Date) (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on any accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

..... (Signature of Seller) (Seal) (Date) (Tel. No.)

..... (Signature of Seller) (Seal) (Date) (Tel. No.)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

..... (Spouse) (Seal) (Date) (Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record (Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by TRESA.

..... (Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the day of, 20

..... (Signature of Seller) (Date)

..... (Signature of Seller) (Date)



Form 230
for use in the Province of Ontario

Schedule A
Listing Agreement
Seller Limited Services Representation Agreement
Authority to Offer for Sale

This Schedule is attached to and forms part of the Listing Agreement Seller Limited Services Representation Agreement, Authority to Offer for Sale (Agreement) between:

BROKERAGE:.....,and

SELLER:

for the purchase and sale of

..... dated the day of, 20.....

This Schedule to the Agreement, *inter alia*, sets out the details of the provision of services, confidentiality and representation by the Brokerage, and subject to the terms of Clause 13 in the Agreement (Conflict or Discrepancy), is in addition to provision of services, confidentiality and representation set out in the Agreement.

This form must be initialled by all parties to the Agreement.

INITIALS OF BROKERAGE:



INITIALS OF SELLER(S):





Seller Direction to Share Substance of Offers

Form 209

for use in the Province of Ontario

SELLER:

TO:
(Brokerage)

AND TO:
(Salesperson/Broker/Broker of Record)

PROPERTY ADDRESS:

IN THE EVENT OF RECEIVING ONE OR MORE COMPETING WRITTEN OFFERS YOU ARE HEREBY DIRECTED TO SHARE THE FOLLOWING SUBSTANCE OF ANY AND ALL SUCH COMPETING WRITTEN OFFERS WITH EACH AND EVERY PERSON WHO IS MAKING ONE OF THE OFFERS:

PRICE
(Seller's Initials) Comment(s)

DEPOSIT
(Seller's Initials) Comment(s)

CONDITIONS
(Seller's Initials) Comment(s)

CLOSING DATE
(Seller's Initials) Comment(s)

OTHER:
(Seller's Initials)

Additional Comments:
.....
.....

The Seller acknowledges and understands that information above that is shared must not include any personal information of the person making the offer or any other information that would identify the person making the offer.

I acknowledge having received a copy of this Seller Direction to Share Substance of Offers.

.....
(Signature of Seller) (Date)

.....
(Signature of Seller) (Date)

.....
(Name of Listing Brokerage)

.....
(Authorized to bind the Listing Brokerage) (Date) (Name of Person Signing)



Brokerage Communication

Competing Offers, Multiple Representation, Agreements Relating to Commission/Remuneration

Form 652

for use in the Province of Ontario

This form is intended to be used for communication between brokerages and not for obtaining consent between any parties.

TO: Brokerage Salesperson/Broker/Broker of Record

FROM: Brokerage Salesperson/Broker/Broker of Record

PROPERTY:

ONLY COMPLETE THOSE NOTIFICATION SECTION(S) THAT ARE APPLICABLE.

NOTIFICATION OF: NUMBER OF COMPETING WRITTEN SIGNED OFFERS

As of on the day of 20....., there are written signed offers.
(a.m./p.m.) (number of competing offers)

Comment(s):

In accordance with provisions of the Trust in Real Estate Services Act, 2002, the brokerage shall disclose the existence of the number of competing written offers to every person who is making one of the competing offers (but not the substance of any offer(s)).



The Seller has directed the Brokerage or the designated representative to disclose the substance or part thereof of any competing written offers in accordance with the provisions of the Trust in Real Estate Services Act, 2002.

NOTIFICATION OF: MULTIPLE REPRESENTATION / CO-OPERATING BROKERAGE MULTIPLE BUYERS

As of on the day of 20.....,
(a.m./p.m.) (Brokerage Name)

has multiple representation (more than one client in the same trade). Details:

As of on the day of 20....., the Listing Brokerage has received multiple buyer offers
(a.m./p.m.)

from Details:
(Co-operating Brokerage)

In accordance with the provisions of the Trust in Real Estate Services Act, 2002, the brokerage shall not represent more than one client in respect of the same trade in real estate unless it has disclosed this to the clients or prospective clients and all of the clients have consented in writing.

The Brokerage or the designated representative or both shall disclose the differences between the duties the Brokerage or the designated representative shall have when there is multiple representation or the duties the Brokerage or the designated representative shall have when there is no multiple representation.

NOTIFICATION OF: AGREEMENT RELATING TO COMMISSION OR OTHER REMUNERATION

As of on the day of 20....., there is an agreement relating to commission or other
(a.m./p.m.) remuneration that could create an incentive for the seller to accept a certain offer.

The details of the agreement are as follows:

In accordance with provisions of the Trust in Real Estate Services Act, 2002, the brokerage shall disclose the existence of details of the terms of any agreement relating to commission or other remuneration to any person who makes a written offer to buy, at the earliest practicable opportunity and before any offer is accepted.

ACKNOWLEDGEMENT:

The undersigned hereby acknowledges receipt of a copy of this notification form at on the day of 20.....,
(a.m./p.m.)

..... (Signature) (Date) (Name of Person Signing)

..... (Signature) (Date) (Name of Person Signing)

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Multiple Representation, Seller Acknowledgement & Consent

Form 325

for use in the Province of Ontario

SELLER: (the "Seller")

BROKERAGE: (the "Listing Brokerage")

REAL PROPERTY: (the "Property")


(Seller's Initials)

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase being submitted or conveyed.

The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer, unless otherwise directed in writing by the Seller.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

The Brokerage shall not be appointed or authorized to be agent for either the Seller or the buyer for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the buyer (multiple representation).


(Seller's Initials)

MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION: The Seller understands and agrees that the Listing Brokerage is representing both the Seller and the Buyer, where one or both the Seller and buyer are receiving limited services and representation the Listing Brokerage shall have a duty of services and representation and disclosure to one or both the Seller and the buyer, as more particularly set out in the agreement with the respective Seller or buyer.

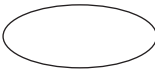

(Seller's Initials)


MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION: The Seller understands and acknowledges that the Brokerage represents both the Seller and the buyer, in multiple representation as the designated representative represents more than one client in the same trade. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the seller and the buyer client, is as more particularly set out in the agreement with the respective seller or buyer.

COMMENTS:
.....
.....

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)


The Seller consents with their initials to their Brokerage representing more than one client for this transaction.



INITIALS OF SELLER(S)

.....
(Authorized to bind the Listing Brokerage)  (Seal) (Date) (Name of Person Signing)

THIS MULTIPLE REPRESENTATION, SELLER ACKNOWLEDGEMENT & CONSENT FORM HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS MULTIPLE REPRESENTATION, SELLER ACKNOWLEDGEMENT & CONSENT FORM.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

.....
(Signature of Seller)  (Seal) (Date)

.....
(Signature of Seller)  (Seal) (Date)

Multiple Representation, Buyer Acknowledgement & Consent

Form 326

for use in the Province of Ontario

BUYER: (the "Buyer")

BROKERAGE: (the "Listing Brokerage")

REAL PROPERTY: (the "Property")


(Buyer's Initials)

MULTIPLE REPRESENTATION: The Buyer hereby acknowledges that the Brokerage may be entering into seller representation agreements with sellers who may be interested in selling a property that is of interest to the Buyer. In the event that the Brokerage has entered into or enters into a seller representation agreement with a prospective seller of a property of interest to the Buyer, the Brokerage will obtain the Buyer's written consent to represent both the Buyer and the seller for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase being submitted or conveyed.

The Buyer understands and acknowledges that the Brokerage must be impartial when representing both the Buyer and the seller and equally protect the interests of the Buyer and seller. The Buyer understands and acknowledges that when representing both the Buyer and the seller, the Brokerage shall have a duty of full disclosure to both the Buyer and seller.

However, the Buyer further understands and acknowledges that the Brokerage shall not disclose:


- that the Buyer may or will pay more than the listed price, unless otherwise instructed in writing by the Buyer;
- that the seller may or will accept less than the offered price, unless otherwise instructed in writing by the seller;
- the motivation of or personal information about the Buyer or seller, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the Buyer should offer or the price the seller should accept; and
- the Brokerage shall not disclose to the seller the terms of any other offer by the Buyer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

The Brokerage shall not be appointed or authorized to be agent for either the Seller or the buyer for the purpose of giving and receiving notices where the Brokerage represents both the Buyer and the seller (multiple representation).


(Buyer's Initials)

MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION: The Buyer understands and agrees that the Brokerage is representing both the Buyer and the seller, where one or both the Buyer and seller are receiving limited services and representation the Brokerage shall have a duty of services and representation and disclosure to one or both the Buyer and the seller, as more particularly set out in the agreement with the respective Buyer or seller.

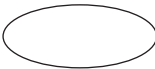

(Buyer's Initials)


MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION: The Buyer understands and acknowledges that the Brokerage represents both the Buyer and the seller, in multiple representation as the designated representative represents more than one client in the same trade. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the buyer and the seller client, is as more particularly set out in the agreement with the respective buyer or seller.

COMMENTS:
.....
.....

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)


The Buyer consents with their initials to their Brokerage representing more than one client for this transaction.



INITIALS OF BUYER(S)

.....
(Authorized to bind the Brokerage)  (Seal) (Date) (Name of Person Signing)

THIS MULTIPLE REPRESENTATION, BUYER ACKNOWLEDGEMENT & CONSENT FORM HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS MULTIPLE REPRESENTATION, BUYER ACKNOWLEDGEMENT & CONSENT FORM.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

.....
(Signature of Buyer)  (Seal) (Date)

.....
(Signature of Buyer)  (Seal) (Date)



Confirmation of Co-operation and Representation Buyer/Seller

Form 320

for use in the Province of Ontario

BUYER:

SELLER:

For the transaction on the property known as:

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Trust in Real Estate Services Act, 2002 (TRESA).

1. LISTING BROKERAGE

- a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
 - 1) The Listing Brokerage is not representing the Buyer and has not entered into an agreement with the Buyer to provide service. (If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) The Listing Brokerage is providing assistance to the Buyer and the Buyer is a self-represented party.
- b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer. However, the Listing Brokerage shall not disclose:
 - that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
 - the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - the price the buyer should offer or the price the Seller should accept; and
 - the Listing Brokerage shall not disclose to the buyer the terms of any other offer, unless otherwise directed in writing by the Seller.
 However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.
- c) **MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Listing Brokerage is representing both the Seller and the Buyer, where one or both the Seller and Buyer are receiving limited services and representation the Listing Brokerage shall have a duty of services and representation and disclosure to one or both the Seller and the Buyer, as more particularly set out in the agreement with the respective Seller or Buyer.
- d) **MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** The Brokerage represents both the Seller and the buyer in multiple representation as designated representative represents more than one client in the same trade. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the seller and the buyer client, is as more particularly set out in the agreement with the respective Seller and Buyer.

Additional comments and/or disclosures by Listing Brokerage: (e.g., The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE

- a) The Brokerage represents the Buyer and the Brokerage will be paid;
 - 1) by the Buyer directly
 - 2) by the Seller in accordance with a Seller Limited Services Representation Agreement.
- b) **MULTIPLE REPRESENTATION:** The Brokerage has entered into a Limited Client Agreement with the Seller and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Brokerage has a duty of full disclosure to both the Buyer and the Seller. However, the Brokerage shall not disclose:
 - that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - that the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - the motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - the price the Buyer should offer or the price the Seller should accept; and
 - the Brokerage shall not disclose to the Buyer the terms of any other offer, unless otherwise directed in writing by the Seller.
 However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

BUYER

CO-OPERATING/BUYER BROKERAGE

SELLER

LISTING BROKERAGE

- c) **MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Brokerage is representing both the Seller and the Buyer, where one or both the Seller and Buyer are receiving limited services and representation the Brokerage shall have a duty of services and representation and disclosure to one or both the Seller and the Buyer, as more particularly set out in the agreement with the respective Seller or Buyer.
- d) **MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** The Brokerage represents both the Seller and the buyer in multiple representation as designated representative represents more than one client in the same trade. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the Seller and the Buyer client, is as more particularly set out in the agreement with the respective Seller and Buyer.

Additional comments and/or disclosures by Buyer Brokerage: (e.g., The Buyer Brokerage represents more than one Buyer offering on this property.)

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

- a) **CO-OPERATING BROKERAGE - REPRESENTATION:**
 - 1) The Co-operating Brokerage represents the interests of the Buyer in this transaction.
 - 2) The Co-operating Brokerage, **who has a Seller Limited Services Representation Agreement with Seller client**, is providing assistance to the Buyer as a self-represented party in this transaction.
- b) **CO-OPERATING BROKERAGE - COMMISSION:**
 - 1) The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)
 - 2) The Co-operating Brokerage will be paid as follows:
.....
.....
.....



Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)


..... (Name of Co-operating/Buyer Brokerage) Tel.: Fax: (Authorized to bind the Co-operating/Buyer Brokerage) (Date) (Print Name of Salesperson/Broker/Broker of Record) (Name of Listing Brokerage) Tel.: Fax: (Authorized to bind the Listing Brokerage) (Date) (Print Name of Salesperson/Broker/Broker of Record)
---	---

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)	
<p>The Buyer and Seller consent with their initials to their Brokerage representing more than one client for this transaction.</p>	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  INITIALS OF BUYER(S) </div> <div style="text-align: center;">  INITIALS OF SELLER(S) </div> </div>

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

..... (Signature of Buyer) (Date) (Signature of Seller) (Date)
..... (Signature of Buyer) (Date) (Signature of Seller) (Date)

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 © 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

Confirmation of Co-operation and Representation Tenant/Landlord

Form 324

for use in the Province of Ontario

TENANT:

LANDLORD:

For the lease of the premises known as:

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Landlord" includes a lessor, seller or vendor, or a prospective landlord or lessor, seller or vendor and "Tenant" includes a lessee, buyer or purchaser or a prospective tenant, lessee, buyer or purchaser and "lease" includes a sale, and "Agreement to Lease" includes an Agreement of Purchase and Sale. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Trust in Real Estate Services Act, 2002 (TRESA).

1. LISTING BROKERAGE

- a) The Listing Brokerage represents the interests of the Landlord in this transaction. It is further understood and agreed that:
 - 1) The Listing Brokerage is not representing the Tenant and has not entered into an agreement with the Tenant to provide service. (If the Tenant is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) The Listing Brokerage is providing assistance to the Tenant and the Tenant is a self-represented party.
- b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Tenant Representation Agreement with the Tenant and represents the interests of the Landlord and the Tenant, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Landlord and the Tenant in this transaction. The Listing Brokerage has a duty of full disclosure to both the Landlord and the Tenant.
However, the Listing Brokerage shall not disclose:
 - that the Landlord may or will accept less than the listed price, unless otherwise instructed in writing by the Landlord;
 - that the tenant may or will pay more than the offered price, unless otherwise instructed in writing by the tenant;
 - the motivation of or personal information about the Landlord or tenant, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - the price the tenant should offer or the price the Landlord should accept; and
 - the Listing Brokerage shall not disclose to the tenant the terms of any other offer, unless otherwise directed in writing by the Landlord.
 However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Landlord and tenant to assist them to come to their own conclusions.
- c) **MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Listing Brokerage is representing both the Landlord and the Tenant, where one or both the Landlord and Tenant are receiving limited services and representation the Listing Brokerage shall have a duty of services and representation and disclosure to one or both the Landlord and the Tenant, as more particularly set out in the agreement with the respective Landlord or Tenant.
- d) **MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** The Brokerage represents both the Landlord and the tenant in multiple representation as designated representative represents more than one client in the same trade. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the landlord and the tenant client, is as more particularly set out in the agreement with the respective Landlord and Tenant.

Additional comments and/or disclosures by Listing Brokerage: (e.g., The Listing Brokerage represents more than one Tenant offering on this property.)

2. PROPERTY LEASED BY TENANT BROKERAGE

- a) The Brokerage represents the Tenant and the Brokerage will be paid;
 - 1) by the Tenant directly
 - 2) by the Landlord in accordance with a Landlord Limited Services Representation Agreement.
- b) **MULTIPLE REPRESENTATION:** The Brokerage has entered into a Limited Client Agreement with the Landlord and represents the interests of the Landlord and the Tenant, with their consent, for this transaction. The Brokerage must be impartial and equally protect the interests of the Landlord and the Tenant in this transaction. The Brokerage has a duty of full disclosure to both the Tenant and the Landlord.
However, the Brokerage shall not disclose:
 - that the Landlord may or will accept less than the listed price, unless otherwise instructed in writing by the Landlord;
 - that the Tenant may or will pay more than the offered price, unless otherwise instructed in writing by the Tenant;
 - the motivation of or personal information about the Landlord or Tenant, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - the price the Tenant should offer or the price the Landlord should accept; and
 - the Brokerage shall not disclose to the Tenant the terms of any other offer, unless otherwise directed in writing by the Landlord.
 However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Landlord and Tenant to assist them to come to their own conclusions.

INITIALS OF TENANT(S)/LANDLORD(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)


TENANT


CO-OPERATING/TENANT BROKERAGE


LANDLORD


LISTING BROKERAGE

- c) **MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Brokerage is representing both the Landlord and the Tenant, where one or both the Landlord and Tenant are receiving limited services and representation the Brokerage shall have a duty of services and representation and disclosure to one or both the Landlord and the Tenant, as more particularly set out in the agreement with the respective Landlord or Tenant.
- d) **MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** The Brokerage represents both the Landlord and the tenant in multiple representation as designated representative represents more than one client in the same trade. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the Landlord and the Tenant client, is as more particularly set out in the agreement with the respective Landlord and Tenant.

Additional comments and/or disclosures by Tenant Brokerage: (e.g., The Tenant Brokerage represents more than one Tenant offering on this property.)

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

- a) **CO-OPERATING BROKERAGE - REPRESENTATION:**
 - 1) The Co-operating Brokerage represents the interests of the Tenant in this transaction.
 - 2) The Co-operating Brokerage, **who has a Landlord Limited Services Representation Agreement with Landlord client**, is providing assistance to the Tenant as a self-represented party in this transaction.

- b) **CO-OPERATING BROKERAGE - COMMISSION:**
 - 1) The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property to be paid from the amount paid by the Landlord to the Listing Brokerage.
(Commission As Indicated In MLS® Information)
 - 2) The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Tenant offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Landlord. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

..... (Name of Co-operating/Tenant Brokerage) Tel.: Fax: (Authorized to bind the Co-operating/Tenant Brokerage) (Date) (Print Name of Salesperson/Broker/Broker of Record) (Name of Listing Brokerage) Tel.: Fax: (Authorized to bind the Listing Brokerage) (Date) (Print Name of Salesperson/Broker/Broker of Record)
---	---

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)	
The Tenant and Landlord consent with their initials to their Brokerage representing more than one client for this transaction.	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p>INITIALS OF TENANT(S)</p> </div> <div style="text-align: center;"> <p>INITIALS OF LANDLORD(S)</p> </div> </div>

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

.....
(Signature of Tenant)	(Date)	(Signature of Landlord)	(Date)
.....
(Signature of Tenant)	(Date)	(Signature of Landlord)	(Date)

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Form 810

for use in the Province of Ontario

The REALTOR® Consumer Relationship

In Ontario, the real estate profession is governed by the Trust in Real Estate Services Act, 2002, and Associated Regulations (TRESA or Act), administered by the Real Estate Council of Ontario (RECO). All Ontario REALTORS® are registered under the Act and governed by its provisions. TRESA is consumer protection legislation, regulating the conduct of real estate brokerages and their salespeople/brokers. The Act provides consumer protection in the form of deposit insurance and requires every salesperson/broker to carry errors & omissions (E&O) insurance.

When you choose to use the services of a REALTOR®, it is important to understand that this individual works on behalf of a real estate brokerage, usually a company. The brokerage is operated by a Broker of Record, who has the ultimate responsibility for the employees registered with the brokerage. When you sign a contract, it is with the brokerage, not with the salesperson/broker employee.

TRESA prescribes a REALTOR® provide an Information Guide, prepared by the Real Estate Council of Ontario (RECO). This Information Guide is to be provided to any party with whom the REALTOR® is interacting.

The acknowledges having received and been explained the Information Guide. (Buyer/Seller) (Buyer/Seller Initials)

The Act requires that the brokerage (usually through its REALTORS®) explain the types of service alternatives available to consumers and the services the brokerage will be providing. The brokerage must document the relationship being created between the brokerage and the consumer, and submit it to the consumer for their approval and signature. The most common relationship is that of a "client".

Client

A "client" relationship creates the highest form of obligation for a REALTOR® to a consumer. The brokerage and its salespeople/brokers have a fiduciary (legal) relationship with the client and represent the interests of the client in a real estate transaction. The REALTOR® will establish this relationship with the use of a representation agreement, called a Listing Agreement with the seller and a Buyer Representation Agreement with the buyer. The agreement contains an explanation of the services the brokerage will be providing, the fee arrangement for those services, the obligations the client and the brokerage will have under the agreement, and the expiry date of the agreement. Ensure that you have read and fully understand any such agreement before you sign the document.

Once a brokerage and a consumer enter into a client relationship, the brokerage must protect the interests of the client and do what is best for the client. A brokerage must strive for the benefit of the client interest and subject to the agreement with the client must not disclose a client's confidential information to others. Under the Act, the brokerage must also make reasonable efforts to determine any material facts relating to the transaction that would be of interest to the client and must inform the client of those facts. Although they are representing the interests of their client, they must still treat all parties in business to the transaction with fairness, honesty, and integrity.

Client Services in Designated Representation

Under TRESA a brokerage can designate an individual salesperson/broker/broker of record within the brokerage to offer services including representation to the client. While the brokerage would be responsible for oversight and services to the client, these would not include representation, which would be provided independently by the designated individual salesperson/broker/broker of record within the brokerage. In this situation, confidentiality would be preserved between each client and the brokerage designated representative.

Self-Represented Party

A buyer or seller may not wish to be represented by or receive services from a brokerage but would rather be a self-represented party. A REALTOR® is obligated to treat every person in a real estate transaction with honesty, fairness, and integrity, but unlike a client, provides no service or representation to a self-represented party. A REALTOR® may provide assistance to a self-represented party, as directed by their client. Assistance provided to a self-represented party may include showing property or properties, taking self-represented party direction to draft and present an offer from the self-represented party to their client. TRESA prescribes that a REALTOR® is required to present and explain a Self-Represented Party Acknowledgement form, to any self-represented party. Initial the following, if this Form is being provided to a self-represented party.

The acknowledges having received and been explained the Self-Represented Party Acknowledgement form. (Buyer/Seller) (Buyer/Seller Initials)

What Happens When...

Buyer(s) and seller(s) are sometimes under contract with the same brokerage when properties are being shown or an offer is being contemplated. There can also be instances when there is more than one offer on a property and more than one buyer and seller are under a representation agreement with the same brokerage. This situation is referred to as multiple representation. Under the Act, the REALTORS® and their brokerage must make sure all buyers, sellers, and their REALTORS® confirm in writing that they acknowledge, understand, and consent to the multiple representation prior to their offer being submitted or conveyed. REALTORS® typically use a Multiple Representation Acknowledgement & Consent Form and Confirmation of Co-operation and Representation Form to confirm this arrangement.

Multiple representation will not result if the Brokerage designates a broker or salesperson under a designated representation agreement to represent a client unless that designated representative represents more than one client in the same trade.

Under the Act, the REALTOR® has disclosure obligations to consumers in relation to their relationship, to a property or to the transaction. Disclosures may have different documentation, such as multiple representation consent between multiple clients, or legislatively prescribed negotiation information, such as if there are multiple competing offers on a property or if the REALTOR® has a direct or indirect interest in the property or transaction for the property.

Offer negotiations may become stressful, so if you have any questions when reference is made to multiple representation or multiple offers, please ask your REALTOR® for an explanation.

Critical Information

REALTORS® are obligated to disclose certain facts and situations. It may be difficult for a REALTOR® to judge what facts are important. They also may not be in a position to know a fact. You should communicate to your REALTOR® what information and facts about a property are important to you in making a buying or selling decision, and document this information to avoid any misunderstandings and/or unpleasant surprises.

Similarly, services that are important to you and are to be performed by the brokerage, or promises that have been made to you, should be documented in your contract with the brokerage and its salesperson/broker.

To ensure the best possible real estate experience, make sure all your questions are answered by your REALTOR®. You should read and understand every contract before you finalize it.

Acknowledgement by:

I/we have read, understand, and have received a copy of Working with a REALTOR® (Names)

Sellers: As seller(s), I/we understand that

Form for Sellers to acknowledge understanding of the document, including fields for signature and date.

Buyers: As buyer(s), I/we understand that

Form for Buyers to acknowledge understanding of the document, including fields for signature and date.

Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working.

For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.

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Form 815

for use in the Province of Ontario

The Commercial REALTOR® Consumer Relationship

In Ontario, the real estate profession is governed by the Trust in Real Estate Services Act, 2002, and Associated Regulations (TRESA or Act), administered by the Real Estate Council of Ontario (RECO). All Ontario REALTORS® are registered under the Act and governed by its provisions. TRESA is consumer protection legislation, regulating the conduct of real estate brokerages and their salespeople/brokers. The Act provides consumer protection in the form of deposit insurance and requires every salesperson/broker to carry errors & omissions (E&O) insurance.

When you choose to use the services of a Commercial REALTOR®, it is important to understand that this individual works on behalf of a real estate brokerage, usually a company. The brokerage is operated by a Broker of Record, who has the ultimate responsibility for the employees registered with the brokerage. When you sign a contract, it is with the brokerage, not with the salesperson/broker employee.

TRESA prescribes a Commercial REALTOR® provide an Information Guide, prepared by the Real Estate Council of Ontario (RECO). This Information Guide is to be provided to any party with whom the Commercial REALTOR® is interacting.

The acknowledges having received and been explained the Information Guide. (Buyer/Seller) (Buyer/Seller Initials)

The Act requires that the brokerage (usually through its Commercial REALTORS®) explain the types of service alternatives available to consumers and the services the brokerage will be providing. The brokerage must document the relationship being created between the brokerage and the consumer, and submit it to the consumer for their approval and signature. The most common relationship is that of a "client".

Client

A "client" relationship creates the highest form of obligation for a Commercial REALTOR® to a consumer. The brokerage and its salespeople/brokers have a fiduciary (legal) relationship with the client and represent the interests of the client in a real estate transaction. The Commercial REALTOR® will establish this relationship with the use of a representation agreement, called a Listing Agreement with the seller and a Buyer Representation Agreement with the buyer. The agreement contains an explanation of the services the brokerage will be providing, the fee arrangement for those services, the obligations the client and the brokerage will have under the agreement, and the expiry date of the agreement. Ensure that you have read and fully understand any such agreement before you sign the document.

Once a brokerage and a consumer enter into a client relationship, the brokerage must protect the interests of the client and do what is best for the client. A brokerage must strive for the benefit of the client interest and subject to the agreement with the client must not disclose a client's confidential information to others. Under the Act, the brokerage must also make reasonable efforts to determine any material facts relating to the transaction that would be of interest to the client and must inform the client of those facts. Although they are representing the interests of their client, they must still treat all parties in business to the transaction with fairness, honesty, and integrity.

Client Services in Designated Representation

Under TRESA a brokerage can designate an individual salesperson/broker/broker of record within the brokerage to offer services including representation to the client. While the brokerage would be responsible for oversight and services to the client, these would not include representation, which would be provided independently by the designated individual salesperson/broker/broker of record within the brokerage. In this situation, confidentiality would be preserved between each client and the brokerage designated representative.

Self-Represented Party

A buyer or seller may not wish to be represented by or receive services from a brokerage but would rather be a self-represented party. A Commercial REALTOR® is obligated to treat every person in a real estate transaction with honesty, fairness, and integrity, but unlike a client, provides no service or representation to a self-represented party. A Commercial REALTOR® may provide assistance to a self-represented party, as directed by their client. Assistance provided to a self-represented party may include showing property or properties, taking self-represented party direction to draft and present an offer from the self-represented party to their client. TRESA prescribes that a Commercial REALTOR® is required to present and explain a Self-Represented Party Acknowledgement form, to any self-represented party. **Initial the following, if this Form is being provided to a self-represented party.**

The acknowledges having received and been explained the Self-Represented Party Acknowledgement form. (Buyer/Seller) (Buyer/Seller Initials)

What Happens When...

Buyer(s) and seller(s) are sometimes under contract with the same brokerage when properties are being shown or an offer is being contemplated. There can also be instances when there is more than one offer on a property and more than one buyer and seller are under a representation agreement with the same brokerage. This situation is referred to as multiple representation. Under the Act, the Commercial REALTORS® and their brokerage must make sure all buyers, sellers, and their Commercial REALTORS® confirm in writing that they acknowledge, understand, and consent to the multiple representation prior to their offer being submitted or conveyed. Commercial REALTORS® typically use a Multiple Representation Acknowledgement & Consent Form and Confirmation of Co-operation and Representation Form to confirm this arrangement.

Multiple representation will not result if the Brokerage designates a broker or salesperson under a designated representation agreement to represent a client unless that designated representative represents more than one client in the same trade.

Under the Act, the Commercial REALTOR® has disclosure obligations to consumers in relation to their relationship, to a property or to the transaction. Disclosures may have different documentation, such as multiple representation consent between multiple clients, or legislatively prescribed negotiation information, such as if there are multiple competing offers on a property or if the Commercial REALTOR® has a direct or indirect interest in the property or transaction for the property.

Offer negotiations may become stressful, so if you have any questions when reference is made to multiple representation or multiple offers, please ask your Commercial REALTOR® for an explanation.

Critical Information

Commercial REALTORS® are obligated to disclose certain facts and situations. It may be difficult for a Commercial REALTOR® to judge what facts are important. They also may not be in a position to know a fact. You should communicate to your Commercial REALTOR® what information and facts about a property are important to you in making a buying or selling decision, and document this information to avoid any misunderstandings and/or unpleasant surprises.

Similarly, services that are important to you and are to be performed by the brokerage, or promises that have been made to you, should be documented in your contract with the brokerage and its salesperson/broker.

To ensure the best possible real estate experience, make sure all your questions are answered by your Commercial REALTOR®. You should read and understand every contract before you finalize it.

Acknowledgement by:

I/we have read, understand, and have received a copy of Working with a Commercial REALTOR® (Names)

Sellers: As seller(s), I/we understand that

	(Name of Brokerage)	
(initial one)		
		Is representing my interests, to be documented in a separate written client representation agreement, and I understand the brokerage may represent and/or interact with other sellers and buyers.
		Is not representing my interests, to be documented in a separate self-represented party acknowledgement and the REALTOR® will act in a fair, ethical and professional manner.
(Signature)	(Date)	
(Signature)	(Date)	

Buyers: As buyer(s), I/we understand that

	(Name of Brokerage)	
(initial one)		
		Is representing my interests, to be documented in a separate written client representation agreement, and I understand the brokerage may represent and/or interact with other sellers and buyers.
		Is not representing my interests, to be documented in a separate self-represented party acknowledgement and the REALTOR® will act in a fair, ethical and professional manner.
(Signature)	(Date)	
(Signature)	(Date)	

Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working.

For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.

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Form 812

for use in the Province of Ontario

The REALTOR® Consumer Relationship


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When you choose to use the services of a REALTOR®, it is important to understand that this individual works on behalf of a real estate brokerage, usually a company. The brokerage is operated by a Broker of Record, who has the ultimate responsibility for the employees registered with the brokerage. When you sign a contract, it is with the brokerage, not with the salesperson/broker employee.

TRESA prescribes a REALTOR® provide an Information Guide, prepared by the Real Estate Council of Ontario (RECO). This Information Guide is to be provided to any party with whom the REALTOR® is interacting.

The acknowledges having received and been explained the Information Guide.

(Buyer/Seller)


(Buyer/Seller Initials)

The Act requires that the brokerage (usually through its REALTORS®) explain the types of service alternatives available to consumers and the services the brokerage will be providing. The brokerage must document the relationship being created between the brokerage and the consumer, and submit it to the consumer for their approval and signature. The most common relationship is that of a "client".

Client

A "client" relationship creates the highest form of obligation for a REALTOR® to a consumer. The brokerage and its salespeople/brokers have a fiduciary (legal) relationship with the client and represent the interests of the client in a real estate transaction. The REALTOR® will establish this relationship with the use of a representation agreement, called a Listing Agreement with the seller and a Buyer Representation Agreement with the buyer. The agreement contains an explanation of the services the brokerage will be providing, the fee arrangement for those services, the obligations the client and the brokerage will have under the agreement, and the expiry date of the agreement. Ensure that you have read and fully understand any such agreement before you sign the document.

Once a brokerage and a consumer enter into a client relationship, the brokerage must protect the interests of the client and do what is best for the client. A brokerage must strive for the benefit of the client interest and subject to the agreement with the client must not disclose a client's confidential information to others. Under the Act, the brokerage must also make reasonable efforts to determine any material facts relating to the transaction that would be of interest to the client and must inform the client of those facts. Although they are representing the interests of their client, they must still treat all parties in business to the transaction with fairness, honesty, and integrity.

Client Services in Designated Representation

Under TRESA a brokerage can designate an individual salesperson/broker/broker of record within the brokerage to offer services including representation to the client. While the brokerage would be responsible for oversight and services to the client, these would not include representation, which would be provided independently by the designated individual salesperson/broker/broker of record within the brokerage. In this situation, confidentiality would be preserved between each client and the brokerage designated representative.

Self-Represented Party

A buyer or seller may not wish to be represented by or receive services from a brokerage but would rather be a self-represented party. A REALTOR® is obligated to treat every person in a real estate transaction with honesty, fairness, and integrity, but unlike a client, provides no service or representation to a self-represented party. A REALTOR® may provide assistance to a self-represented party, as directed by their client. Assistance provided to a self-represented party may include showing property or properties, taking self-represented party direction to draft and present an offer from the self-represented party to their client. TRESA prescribes that a REALTOR® is required to present and explain a Self-Represented Party Acknowledgement form, to any self-represented party. **Initial the following, if this Form is being provided to a self-represented party.**

The acknowledges having received and been explained the Self-Represented Party Acknowledgement form.

(Buyer/Seller)


(Buyer/Seller Initials)

What Happens When...

Buyer(s) and seller(s) are sometimes under contract with the same brokerage when properties are being shown or an offer is being contemplated. There can also be instances when there is more than one offer on a property and more than one buyer and seller are under a representation agreement with the same brokerage. This situation is referred to as multiple representation. Under the Act, the REALTORS® and their brokerage must make sure all buyers, sellers, and their REALTORS® confirm in writing that they acknowledge, understand, and consent to the multiple representation prior to their offer being submitted or conveyed. REALTORS® typically use a Multiple Representation Acknowledgement & Consent Form and Confirmation of Co-operation and Representation Form to confirm this arrangement.

Multiple representation will not result if the Brokerage designates a broker or salesperson under a designated representation agreement to represent a client unless that designated representative represents more than one client in the same trade.

Under the Act, the REALTOR® has disclosure obligations to consumers in relation to their relationship, to a property or to the transaction. Disclosures may have different documentation, such as multiple representation consent between multiple clients, or legislatively prescribed negotiation information, such as if there are multiple competing offers on a property or if the REALTOR® has a direct or indirect interest in the property or transaction for the property.

Offer negotiations may become stressful, so if you have any questions when reference is made to multiple representation or multiple offers, please ask your REALTOR® for an explanation.

Critical Information

REALTORS® are obligated to disclose certain facts and situations. It may be difficult for a REALTOR® to judge what facts are important. They also may not be in a position to know a fact. You should communicate to your REALTOR® what information and facts about a property are important to you in making a buying or selling decision, and document this information to avoid any misunderstandings and/or unpleasant surprises.

Similarly, services that are important to you and are to be performed by the brokerage, or promises that have been made to you, should be documented in your contract with the brokerage and its salesperson/broker.

To ensure the best possible real estate experience, make sure all your questions are answered by your REALTOR®. You should read and understand every contract before you finalize it.

Acknowledgement by: (Names)

I/we have read, understand, and have received a copy of Working with a REALTOR®

Sellers: As seller(s), I/we understand that

_____ (Name of Brokerage)	
(initial one)	Is representing my interests, to be documented in a separate written client representation agreement, and I understand the brokerage may represent and/or interact with other sellers and buyers.

(initial one)	Is not representing my interests, to be documented in a separate self-represented party acknowledgement and the REALTOR® will act in a fair, ethical and professional manner.

_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)

Buyers: As buyer(s), I/we understand that

_____ (Name of Brokerage)	
(initial one)	Is representing my interests, to be documented in a separate written client representation agreement, and I understand the brokerage may represent and/or interact with other sellers and buyers.

(initial one)	Is not representing my interests, to be documented in a separate self-represented party acknowledgement and the REALTOR® will act in a fair, ethical and professional manner.

_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)

Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working. For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.



Working with a Commercial REALTOR®

Form 817

for use in the Province of Ontario

The Commercial REALTOR® Consumer Relationship

In Ontario, the real estate profession is governed by the Trust in Real Estate Services Act, 2002, and Associated Regulations (TRESA or Act), administered by the Real Estate Council of Ontario (RECO). All Ontario REALTORS® are registered under the Act and governed by its provisions. TRESA is consumer protection legislation, regulating the conduct of real estate brokerages and their salespeople/brokers. The Act provides consumer protection in the form of deposit insurance and requires every salesperson/broker to carry errors & omissions (E&O) insurance.

When you choose to use the services of a Commercial REALTOR®, it is important to understand that this individual works on behalf of a real estate brokerage, usually a company. The brokerage is operated by a Broker of Record, who has the ultimate responsibility for the employees registered with the brokerage. When you sign a contract, it is with the brokerage, not with the salesperson/broker employee.

TRESA prescribes a Commercial REALTOR® provide an Information Guide, prepared by the Real Estate Council of Ontario (RECO). This Information Guide is to be provided to any party with whom the Commercial REALTOR® is interacting.

The acknowledges having received and been explained the Information Guide.

(Buyer/Seller)


(Buyer/Seller Initials)

The Act requires that the brokerage (usually through its Commercial REALTORS®) explain the types of service alternatives available to consumers and the services the brokerage will be providing. The brokerage must document the relationship being created between the brokerage and the consumer, and submit it to the consumer for their approval and signature. The most common relationship is that of a "client".

Client

A "client" relationship creates the highest form of obligation for a Commercial REALTOR® to a consumer. The brokerage and its salespeople/brokers have a fiduciary (legal) relationship with the client and represent the interests of the client in a real estate transaction. The Commercial REALTOR® will establish this relationship with the use of a representation agreement, called a Listing Agreement with the seller and a Buyer Representation Agreement with the buyer. The agreement contains an explanation of the services the brokerage will be providing, the fee arrangement for those services, the obligations the client and the brokerage will have under the agreement, and the expiry date of the agreement. Ensure that you have read and fully understand any such agreement before you sign the document.

Once a brokerage and a consumer enter into a client relationship, the brokerage must protect the interests of the client and do what is best for the client. A brokerage must strive for the benefit of the client interest and subject to the agreement with the client must not disclose a client's confidential information to others. Under the Act, the brokerage must also make reasonable efforts to determine any material facts relating to the transaction that would be of interest to the client and must inform the client of those facts. Although they are representing the interests of their client, they must still treat all parties in business to the transaction with fairness, honesty, and integrity.

Client Services in Designated Representation

Under TRESA a brokerage can designate an individual salesperson/broker/broker of record within the brokerage to offer services including representation to the client. While the brokerage would be responsible for oversight and services to the client, these would not include representation, which would be provided independently by the designated individual salesperson/broker/broker of record within the brokerage. In this situation, confidentiality would be preserved between each client and the brokerage designated representative.

Self-Represented Party

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_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)

Buyers: As buyer(s), I/we understand that

_____ (Name of Brokerage)	
(initial one)	Is representing my interests, to be documented in a separate written client representation agreement, and I understand the brokerage may represent and/or interact with other sellers and buyers.

(initial one)	Is not representing my interests, to be documented in a separate self-represented party acknowledgement and the REALTOR® will act in a fair, ethical and professional manner.

_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)

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