





**Supplemental Information E-Binder Package** reflects Forms Webinar **'OREA Forms & TRESA'** held on October 25<sup>th</sup> 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 29<sup>th</sup> 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 OREA FORMS 15 KERN ROAD DON MILLS, ON, M3B 1S9 TOLL FREE: 1-800-265-OREA (6732) FAX: 416-445-2644 OREA COM All OREA Members 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.

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TO:

RE:

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.

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OREA FORMS 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

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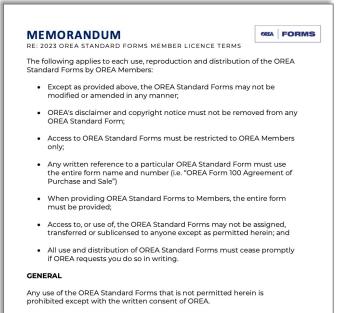
Individual Members may use the OREA Standard Forms, in paper or electronic format, as part of:

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

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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

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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.

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# **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 29<sup>th</sup>.

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





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# **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

# **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

	OREA         Date for Rel East           Form 310         Buyer Customer Service A           Form 310         For Use When the Buyer is Not Republic to the Provide of Caterio           By the Brokerage         By the Brokerage	resented	
	This is a Non-Exclusive Buyer Customer Service Agreement BETWEEN: BROKERAGE:		• "Brokerc
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	[a.m/p.m.]	harehold	ers,
	59 p.m. on the	(Expiry Date). ation she of gende	ror
Seller acknowledg in accordance wit exceeds six mo	es that the time period for this Agreement is negotiable between the Seller and the Brokerage, however, In the Real Estate and Business Brokers Act, 2002, (REBA) if the time period for this Agreement nths, the Brokerage must obtain the Seller's initials.	(Seller's Initials)	ilon
gistered real esta	represents and warrants that the Property is not listed for sale or lease with any other ate brokerage and that the Seller has the sole and exclusive authority to execute this		
	offer the Property for sale or lease. IND INTERPRETATIONS: For the purposes of this Agreement:	[Seller's Initials] ent. agreem thereat	ent
"Seller" includes purchase shall be exercised, and a	vendor, landlord and lessor and "Buyer" includes a purchaser, a tenant and lessee or a prospective purchaser, in deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase whi lease includes any rential agreement, sub-lease or renewal of a lease. For purposes of this Agreement, anyoon	enant or lessee. A on to a ch is subsequently e introduced to or or accept	iny
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Seller acknow	r to purchase or lease the Property entered into between the Selfer and the Buyer during the term of this Agreeme ledges that the commission as described above is payable to the Brokerage even if the Selfer pay commission to another registered real estate brokerage during the currency of this Agr evel.	enters into an	>
The Seller agrees	s to pay such commission as colculated above if an agreement with the Buyer to purchase or lease the Proper	ty is agreed to or Page 1	of 2
If, however, the o registered real est	Seller or anyone on the Seller's behalf within	mission to another	
	INITIALS OF BROKERAGE: INITIALS OF SELLER(S):	$\bigcirc$	
The trademarks BEAU The Canadian Real Est quality of services they 2023, Onterio Real Estate its in members and licenses	263 KAUCKS, MSB, Abletic Listing Services® and associated logic are evened or controlled by the Association (CEA) and detries the and under professionals and to are member of CEA and the provide. Used and the maximum, amount list bar and endergoals to CEA. The next and reproduction start, Auny data was an exercicitly bar and and writing control CEA. Do not detrie the invariant grees and professional and the provide and the provide of CEA. Do not detries the invariant grees and professional and the program of the first provide of CEA. Do not detries the invariant grees and professional and the provide and the provide of CEA. Do not detries the invariant grees and professional and the provide and the provide of CEA. Do not detries the invariant grees and professional and the provide and the provid	21 Page 1 of 3	

# **NEW DEFINITIONS & INTERPRETATIONS**

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

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

### > 8 New SRP OREA Forms

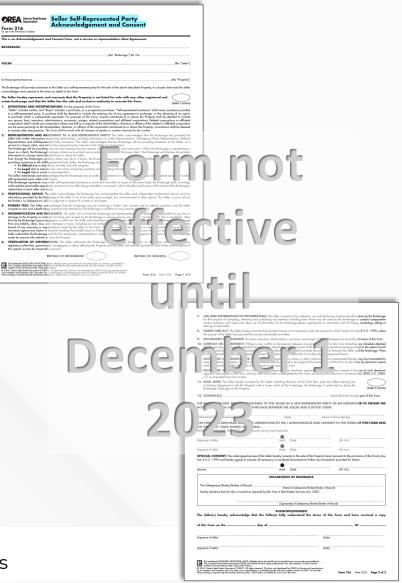
Content includes, but not limited to,

- ✓ 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



### **Contents of Written Client Agreements**

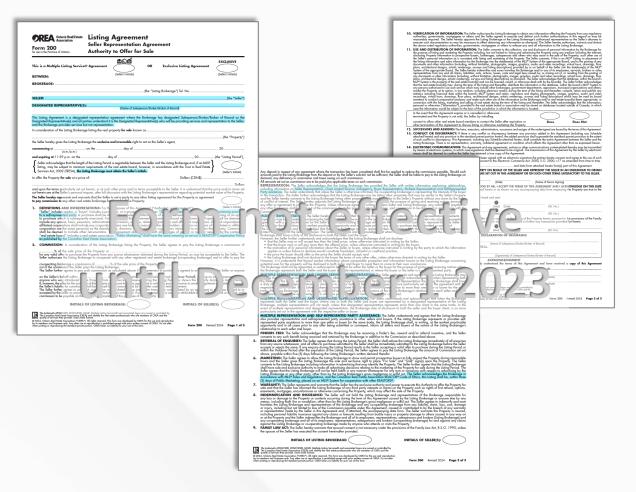
Effects on service representation agreements resulted in revisions to all Listing and Buyer/Tenant Representation Agreements.

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



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  $\geq$

### 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

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### 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**

Seller Direction to Share Substance of Offers	
effectiv	2
	my paramal information of fine.
Dot	OFFER         Dataset           Form 652         Competing Offers, Multiple Representation, Agreements Relating to Commission/Remuneration           This form is intended to be used for communication between inclustorage and net for abhaining cancert between any parties.           To:
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OREA Ontario Re Associatio

# 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



### 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

	CREA Resolution Form 325 Form 325 Acknowledgemen	entation, Seller t & Consent	
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	BROKERAGE:		
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	CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if The Seller consents with their initials to their Brokerage representing more th	an one clister for this transaction.	
	(Authorized to bind the listing Brokenger) [Sed]	INITIALS OF SELLER(S) Date Name of Person Significal	
	THIS MULTIPLE REPRESENTATION, SELLER ACKNOWLEDGEMENT & CONSENT TREMS OF THIS MULTIPLE REPRESENTATION, SELLER ACKNOWLEDGEMENT & C SIGNED, SEALED AND DELIVERED I have herewrito set my hand and seal:		
OREA Distrib Real Estate Confirmation of Co	-operation	Coni	In the second se
Form 320 Form 320 Buyer/Seller		the respective Seller or Buyer.	ath the Seler and the Boyer, or more porticularly set out in the agreement with <b>EIPEISINTATION:</b> The fockenage encoded both the Seller and the boyer agreesents more than to me to the the same tools. presentations, the Electenage duty of disclosure to both the Seller and the Boyer the respective Seller and Boyer.
SELLER:		client, is as more perularly set out in the agreement w	if the respective Seller and Buyer. Buyer Brokerage represents more than one Buyer offering on this property.)
For the transaction on the property known as: DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of "Seller" includes a vendor, landord, lessor or a prospective seller, vendor, landlon prospective buyer, purchaser, tenant or lessee and "Selle" includes a lease, and "A Cormission shall be desmed to include other remuneration.	Cooperation Represent 1: 1 or lessor on uver incl. a p aver, ant, less or a	Co- vrol Real .ge e slaves Section 3 and Listing a) Co-overAntiNO BROKERAGE - REPRESENTATIO	Brokerage completes Section 1.
Commission shall be detended to include other returnet for a state state of the sta	ntatives of the Brokerage(s). If a Coroperating Brokerage is involved	a) CO-OFERATING BROKERAGE - REPRESENTATION 1) The Cooperating Brokerages represents the mil 2) The Cooperating Brokerage, who has a Sele- assistance to the Byers as a sele-presented p	N: areats of the Buyer in this transaction. L'Imited Services Representation Agreement with Seller client, is providing
Commission shall be deemed to include other remoneration. The following information is confined by the undergined adesparency/hyster represen- in the transaction, the brokenges agrees to expenses, in consideration of, and on the DFCLARETION OF INSUERATE: The underginged adesparency/broker represents required by the first in Real Estate Services Act, 2002 (TESA). 1. USING DEROKERAGE	tive(s) of the Brokerage(s) hereby declare that he/she is insured as	b) CO-OPERATING BROKERAGE - COMMISSION:	
a) The Listian Berkersone recreases the interests of the Seller in this trans	action. It is further understood and agrees	1) The Listing Brokerage will pay the Co-operating     Comprision As Indicated in MIS <sup>®</sup> Intermediate	g Brokerage the commission as indicated in the MLS® information for the property 
I) The listing Brokerope is not representing the Buyer of the Brokerope is not representing Brokerope. So if the Boyer Brokerope is providing anishmer is the Boyer of the Boyer Brokerope is providing anishmer is the Boyer of the Boyer	ction 3 is to be complete when the second se	2) The poperating Brokerage will be paid as f	slows:
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the Luting Brokings shall not disclose to the bayer the terms of Howwer, it is understood that factual market information about com concerning potential uses for the property will be disclosed to both Si c) UNUTIPLE REPRESENTATION AND LIMITED SERVICES REPRE	any other offer, unless otherwise directed in writing by the Seller, parable properties and information known to the Listing Brokeroge iller and Bayer to assist them to come to their own conclusions. SENTATION: The Listing Reclarance is representing to the Directory	n province provide a described above, plus applicable taxes.	
and the Boyer, where one or both the Seller and Boyer are receiving limit of services and representation and disclosure to one or both the Seller	ted services and representation the Listing Brokerage 5 have a y and the Buyer, as more particularly set out in the agree on two o	MISSION TRUST AGREEVENT: If the above Cooperating Broken ement between lixing Brokeness and Cooperating Brokeness in pertaing Brokeness processing on offer for trade of the property, o med by the MSP refers and regulations pertaining to commission and ngulations so provide. Cherwise, the provisions of the OEE Australia and the purpose of this Commission Turk Agreement, for the OEEA	age is receiving poyment of constraints from the unstring Bookrage, but the constraints for the Safer. This Communication Trans Agenerate Hall be where to end with the Safer. This Communication Trans Agenerate Hall be where to end with the Lange Bookrage's local rule ables Bookrif, the local Safer Bookrage and an end the safer and the safer and the safer and the mission. Trans Assound hall be have an end hall be hald, in hum, for the CC- paids hald constitute of communications and hald hald hald. In hum, for the CC-
tespochre soler or byte:         (i)          (ii)          (iii)          (iiii)          (iiii)          (iiii)          (iiiii)         (iiiii)         (iiiii)         (iiiii)         (iiiiii)         (iiiiiii)         (iiiiiiii)         (iiiiiiiiii	of disclosure to both the select and the buyer chert, is as more yer, rage represents more than one Buyer offering on this property.]	operantly browing a role in entite of the opproprie into inter and re-	INTATIVE(5) OF THE BROKERAGE(5) (Where applicable)
2. PROPERTY SOLD BY BUYER BROKERAGE		Nome of Co-operating/Buyer Brokerage	Name of Lining Brokenger
PROPERT SOLD as BOTEX RECOVERAGE     a) The Brokerage represents the Buyer and the Brokerage will be pold;     1) by the Bayer discript     2) by the Seller in accordance with a Seller Limited Services R	Decem	To Fox	- Tel.:
2) by the Seller is accordance with a Seller Limited Services R     b) MULTIPLE REPRESENTATIONS The Brokerage has entend into a l     of the Seller and the Recent with the context of the Seller and the Seller with the sense with the sense of the Seller and the Seller with the sense with the sense of the Seller and the Seller with the sense with the sense of the Seller and the Seller with the sense with the sense of the Seller and the Seller with the sense with the sense of the Seller and the	eposentic Agrount with and another the interaction of the		(Authorized to bind the Listing Brokeroge) (Date)
of the select and the buyer, with their contexit, for this transaction. In Select and the Buyer in this transaction. The Brokerage has a dity of I However, the Brokerage shall not disclose: • that the Select may or will accept less than the lated price, unless	broarcings must be importing and equally protect the interests of the uil disclosure to both the Buyer and the Seller;	Print Name of Solesperson/Broker/Broker of Record) CONSENT FOR MULTIPLE REPRESENTATION (So be completed o	Print Name of Salesperson/Broker/Broker of Record)
2) If y the Select networks were applied to be address of the selection	is offnerwise instructed in writing by the Bayer; ger, unless of therwise instructed in writing by the party to which the frouvdetent, unlowful or unethical practice;	The Buyer and Seller consent with their initials to their Brokerage	
<ul> <li>the problem as stype should offer of the price me seller should come the Problem as the final not disclose to the Bayer the terms of any off However, it is understood that factual market information about com concenting potential uses for the property will be disclosed to both St</li> </ul>	ser office, unless otherwise directed in writing by the Seller, parable properties and information known to the Listing Bro- lifer and Bryce to assist them to come to their own conclusion	ACKNO	INITIALS OF BUYER(S) INITIALS OF SELLER(S) WLEDGEMENT
INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPR	ESENTATIVE(5) (Where applicable)	Ver received, read, and understand the above information.	Diandure of Selfert
	SELLER LISTING BROKERAGE	[Signature of Buyer] [Date]	(Signature of Seller) (Date)
EXAMPLE AND A SEATONESS. MARK Multiple State of the seatoness of the seato	d a constantial by CRM and the case and reproduction CRM. Do ran other Form 320 Revised 2024 Page 1 of 2	<ul> <li>Exceptional EXECUTES EXECUTES. Mathematical investments and an execution in the second second</li></ul>	I logos are owned or controlled by to are members of CEEA and the

# **Integrity Within Consumer Communications**

### Enhancing Working with a REALTOR<sup>®</sup>, Form 810

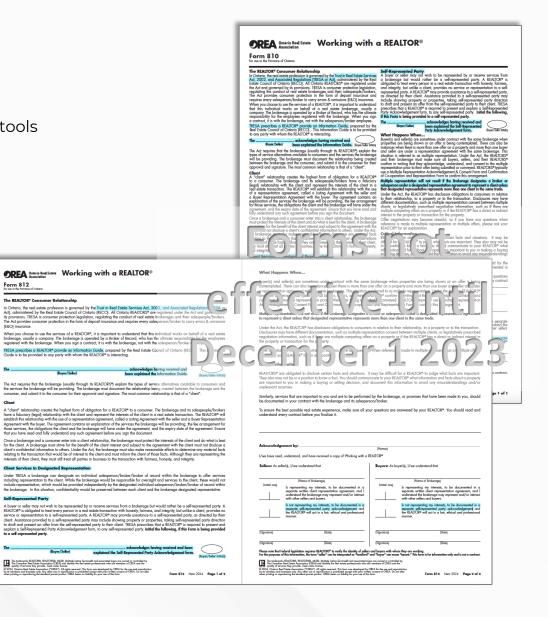
- It was decided to maintain Working with a REALTOR<sup>®</sup> Forms as valued tools  $\geq$
- Member and consumer familiarity in the beginning  $\geq$
- Excellent trade file summary, including acknowledgements  $\geq$
- **Revised 1-Page format Form**  $\geq$
- New 2-Page format Form

### **2 Revised OREA Forms**

### Working with a REALTOR®

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

### 2 New OREA Forms



Form 812

o, the real estate profession is governed by



## Seller Self-Represented Party Acknowledgement and Consent

Form 216 for use in the Province of Ontario

This	is an	Acknowledge	ement and	Consent Form	not a service or	representation	client Aareement.
1113	13 MII	Ackinowicage				representation	CHEIN AGICCINCIN

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

IR

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:





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- 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.



# 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)	(D	ate)	(Name of Person Signing)	
THIS FORM HAS BEEN READ AND FULLY U ON THIS DATE I HAVE SIGNED UNDER SE SIGNED, SEALED AND DELIVERED I have hereu	<b>AL.</b> nto set my hand and sea		OGE AND CONSENT TO THE TERMS (	OF THIS FORM AND
(Signature of Seller)	(Seal)	(Date)	(Tel. No.)	
(Signature of Seller)	(Seal)	(Date)	 (Tel. No.)	
<b>SPOUSAL CONSENT:</b> The undersigned spouse Act, R.S.O. 1990 and hereby agrees to execute				
(Spouse)	(Seal)	(Date)	(Tel. No.)	
The Salesperson/Broker/Broker of Record hereby declares that he/she is insured as requ	uired by the Trust in Real	Estate Services A	'Broker/Broker of Record) Act, 2002. on/Broker/Broker of Record)	
The Seller(s) hereby acknowledge tha of this Form on the	t the Seller(s) fully		he terms of this Form and have	
(Signature of Seller)			(Date)	
(Signature of Seller)			(Date)	
The trademarks REALIOR®, REALIORS®, MLS®, Multiple	Listing Services® and associate	d logos are owned or	controlled by	

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# **Listing Agreement**

Seller Representation Agreement

Form 200 for use in the Province of Ontario

Authority to Offer for Sale

		MLS			EXCLUSIVE
This	s is a Multiple Listing Service® Agreement		OR	<b>Exclusive Listing Agreement</b>	
BET	WEEN:	(Seller's Initials)			(Seller's Initials)
BRC	OKERAGE:				
			(the "Listin	ng Brokerage") Tel. No	
	LER:				
DES	SIGNATED REPRESENTATIVE(S):				
Desi	Listing Agreement is a designated representation c ignated Representative(s) and all parties understand it i the Brokerage provides services but not representation	agreement where the is the Designated Rep	Brokerage	has designated Salesperson/Broker/Bro ) who will be providing services and repre	ker of Record as the
In co	onsideration of the Listing Brokerage listing the real pr	operty <b>for sale</b> known	n as		
					(the "Property")
	Seller hereby gives the Listing Brokerage the <b>exclusive a</b>				
com	mencing at(a.m./p.m.)	day of			, 20,
	expiring at 11:59 p.m. on the da			_	.(the "Listing Period"),
<	Seller acknowledges that the length of the Listing Period listing, may be subject to minimum requirements of the Services Act, 2002 (TRESA), <b>the Listing Brokerage mus</b>	e real estate board, h	owever, in a	nd the Listing Brokerage and, if an MLS® accordance with the Trust in Real Estate	(Seller's Initials)
to o	ffer the Property <b>for sale</b> at a price of:			Dollars (CDN\$)	
					Dollars
outl	upon the terms particularly set out herein, or at such herein are at the Seller's personal request, after full disc	cussion with the Listing	Brokerage':	s representative regarding potential marke	t value of the Property.
The to p	Seller hereby represents and warrants that the Seller i ay commission to any other real estate brokerage for	is not a party to any o the sale of the Prope	other listing rty.	agreement for the Property or agreement	$\langle \rangle$
1.	<b>DEFINITIONS AND INTERPRETATIONS:</b> For the "Seller" includes vendor, a "buyer" includes a purch to a self-represented party. A purchase shall be dee to purchase which is subsequently exercised. For p include any spouse, heirs, executors, administrators affiliated corporations shall include any corporation corporation are the same person(s) as the sharehold shall be deemed to include other remuneration. Th "real estate board" includes a real estate association as published by the Canadian Real Estate Association	emed to include the e ourposes of this Agre s, successors, assigns where one half or a ders, directors, or of is Agreement shall b m. "Public Marketing	entering into eement, any , related commajority of t ficers of the e read with	of any agreement to exchange, or the of one introduced to or shown the Propert rporations and affiliated corporations. Re he shareholders, directors or officers of th corporation introduced to or shown the all changes of gender or number requi	btaining of an option y shall be deemed to elated corporations or ne related or affiliated Property. Commission red by the context. A
2.	COMMISSION: In consideration of the Listing Br	okerage listing the F	Property, the	Seller agrees to pay the Listing Broker	age a commission of
	% of the sale price of the Property or . for any valid offer to purchase the Property from an Seller authorizes the Listing Brokerage to co-operate	y source whatsoever with any other registe	obtained du ered real est	ring the Listing Period, as may be accept ate brokerage (co-operating brokerage) c	able to the Seller. The and to offer to pay the
	co-operating brokerage a commission of	6 of the sale price of erage. calculated above if c	the Property an agreemer	or It to purchase is agreed to or accepted b	y the Seller or anyone
	on the Seller's behalf within	itys after the expiration ny source whatsoeve oursuant to a new agree the amount paid by the calculated above eve is not completed, if su on of the purchase of t	n of the Listi r during the pement in wri ne Seller und n if the trans ch non-comp he Property.	ng Period <b>(Holdover Period)</b> , so long as s Listing Period or shown the Property dur ting to pay commission to another registered er the new agreement. action contemplated by an agreement to letion is owing or attributable to the Seller's	uch agreement is with ing the Listing Period. I real estate brokerage, purchase agreed to or default or neglect, said
	INITIALS OF LISTING BRO			INITIALS OF SELLER	
© 20 by its when	The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Serv The Canadian Real Estate Association (CREA) and identify the real es « quality of services they provide. Used under license. 224, Ontario Real Estate Association ("COREA"). All rights reserved. This members and licensees only. Any other use or reproduction is prohibite printing or reproducing the standard pre-set portion. OREA bears no li	rices® and associated logos tate professionals who are r form was developed by OR ad except with prior written ability for your use of this fo	are owned or c nembers of CRE EA for the use a consent of OREA rm.	ontrolled by A and the nd reproduction Do not alter <b>Form 200</b> Revise	d 2024 Page 1 of 3

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.

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 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 brokerage, said commission to be disbursed in accordance with the Commission Turk Agreement. 3. 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. 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. 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. 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. In the using 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:

- That the Seller 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 price the buyer should offer or the price the buyer the the offer 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 particulated by 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 selfers and buyers. If the Listing Brokerage represents or provides self-represented party assistance to more than one selfer 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 selfers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

- FINDERS FEES: The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller 4. consents to any such benefit being received and retained by the Brokerage in addition to the Commission as described above
- **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 5. above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- **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 agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable 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 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® 6. (3) days of Public Marketing, placed on an MLS® System for cooperation with other REALTORS®.
- WARRANTY: The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for 7. 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.
- easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property. **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 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 or co-operating brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage or co-operating brokerage and all of its employees (co-operating brokerage) for and against any claims 8. against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 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:**





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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 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 prospetive buyers, brokerage, 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 a foresaid. 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 MLS® System and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such servi

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

Does	Does Not

.....

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.

- 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.

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 AND I ACKNOWLEDGE ON THIS DATE panying data form respecting the Property are true to the
SIGNED, SEALED AND DELIVERED I have hereunt	o set my hand and seal:		
(Signature of Seller)	(Seal)	(Date)	(Tel. No.)
(Signature of Seller)	(Seal)	(Date)	(Tel. No.)
<b>SPOUSAL CONSENT:</b> The undersigned spouse Law Act, R.S.O. 1990 and hereby agrees to exec	of the Seller hereby cons ute all necessary or incid	ents to the listing of t lental documents to f	he Property herein pursuant to the provisions of the Family urther any transaction provided for herein.
(Spouse)	(Seal)	(Date)	(Tel. No.)
The Salesperson/Broker/Broker of Record hereby declares that he/she is insured as requi	(Name of	Salesperson/Broker/Bro	oker of Record)
	(Signo	ature(s) of Salesperson/	Broker/Broker of Record)
The Seller(s) hereby acknowledge that the Selle		<b>/LEDGEMENT</b> ne terms of this Ag	reement and have received a copy of this Agreement
on the day of			, 20
(Signature of Seller)			(Date)
(Signature of Seller)			(Date)
The trademarks REALTOR®, REALTORS®, MLS®, Multiple Li The Canadian Real Estate Association (CREA) and identify t guality of services they provide. Used under license.	sting Services® and associated l he real estate professionals who	ogos are owned or controlle are members of CREA and	ed by the
© 2024, Ontario Real Estate Association ("OREA"). All rights rese	rved. This form was developed by	y OKEA tor the use and rep	roduction

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.



Form 230

### Listing Agreement Seller Limited Services Representation Agreement Authority to Offer for Sale for use in the Province of Ontario

· ·		MLS		_ <b>.</b>	EXCLUSIVE
This is a Multiple Listin	ng Service <sup>®</sup> Agreement	$\bigcirc$	OR	Exclusive Listing Agreement	
BETWEEN:		(Seller's Initials)			(Seller's Initials)
BROKERAGE:					
			(the "Listing	Brokerage") Tel. No	
SELLER:					(the "Seller")
DESIGNATED REPRESEN	NTATIVE(S):	(Name of Sale	esperson/Broker/Br	oker of Record)	
This Listing Agreement is a Designated Representative(	designated representation ag (s) and all parties understand i ss services but not representati	reement where the B t is the Designated R	Brokerage has de epresentative(s) v	signated Salesperson/Broker/Broker of ho will be providing services and repre	Record as the esentation to the Seller,
In consideration of the Listi	ng Brokerage listing the real p	property <b>for sale</b> kno	own as		
					(the "Property")
				r's agent and provide the Seller client l	
commencing at	on the	day of			, 20,
				,20	
				erage and, if an MLS® listing, may be ]	(ine Lisingrenod ),
subject to minimum requ	uirements, however, in accorda	ance with the Trust in	Real Estate Servic	es Act, 2002 (TRESA), the Brokerage	
must obtain the Seller's					(Seller's Initials)
to offer the Property <b>for sa</b> l	le at a price ot:			Dollars (CDN\$)	
and upon the terms particu	larly set out herein, or at such	n other price and/or	terms acceptable	e to the Seller. It is understood that the	orice and/or terms set
out herein are at the Seller's	s personal request, after full di	scussion with the Listi	terms acceptable ing Brokerage's re	e to the Seller. It is understood that the peresentative regarding potential marke	orice and/or terms set t value of the Property.
out herein are at the Seller's <b>The Seller hereby represen</b>	s personal request, after full di its and warrants that the Selle	scussion with the Listi <b>r is not a party to a</b> r	terms acceptable ing Brokerage's re iny other listing ag	e to the Seller. It is understood that the epresentative regarding potential marke preement for the Property	orice and/or terms set t value of the Property.
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out herein are at the Seller's The Seller hereby represen or agreement to pay comm Schedule A, respect to the limited servic 1. DEFINITIONS AND "Seller" includes vena to a self-represented to purchase which is include any spouse, I affiliated corporations corporation are the s shareholders, director This Agreement shall "Public Marketing" sh 2. COMMISSION: In a the sale price of the F to purchase the Prope Listing Brokerage to ca a commission of the Seller pays the List	s personal request, after full di- its and warrants that the Sellen nission to any other real estate ces, confidentiality and repress <b>DINTERPRETATIONS:</b> For the dor and "buyer" includes a pu- party. A purchase shall be de is subsequently exercised. For heirs, executors, administrato is shall include any corporation ame person(s) as the sharehor rs, or officers of the corporation be read with all changes of g mall have the same meaning a consideration of the Brokerage Property or	scussion with the Listi r is not a party to ar e brokerage for the s and the brokerage for the s me purposes of this A purchaser or a prospe- eemed to include the purposes of this A purposes of this A rs, successors, assig n where one half or olders, directors, or on introduced to or sh ender or number rec is set out in REALTOR e listing the Property, wer obtained during to the Property or	terms acceptable ing Brokerage's ra <b>by other listing ag</b> <b>sale of the Proper</b> to forms part of t erage. greement ("Author ective purchaser. e entering into of greement, anyon ns, related corpor a majority of the officers of the re iown the Property quired by the con <sup>®</sup> Cooperation P the Seller agrees the Listing Period, cerage (co-operat	a to the Seller. It is understood that the peresentative regarding potential marke preement for the Property ty. his Agreement, of which Schedule A se prity" or "Agreement"): "Self-represented assistance" shall mea any agreement to exchange, or the c e introduced to or shown the Propert prations and affiliated corporations. Re shareholders, directors or officers of the lated or affiliated corporation are the . Commission shall be deemed to include text. A "real estate board" includes a r policy as published by the Canadian Re to pay the Listing Brokerage a commission as may be acceptable to the Seller. The ing brokerage) and to offer to pay the c	t value of the Property. (Seller's Initials, ets out the details with a assistance provided batining of an option y shall be deemed to elated corporations or ne related or affiliated same person(s) as the de other remuneration. eal estate association. al Estate Association. sion of% of for any valid offer the Seller authorizes the o-operating brokerage out of the commission
<ul> <li>out herein are at the Seller's</li> <li>The Seller hereby represent or agreement to pay commodel of a self-represented to purchase which is include any spouse, laffiliated corporations corporation are the shareholders, director This Agreement shall "Public Marketing" should be sale price of the F to purchase the Prope Listing Brokerage to cardinate the Seller pays the List The Seller further agree on the Seller further agree on the Seller's behalf</li> </ul>	s personal request, after full di- its and warrants that the Seller nission to any other real estate ces, confidentiality and repres DINTERPRETATIONS: For the dor and "buyer" includes a pu- party. A purchase shall be de subsequently exercised. For heirs, executors, administrato is shall include any corporatio be read with exercised. For heirs, or officers of the corporatio be read with all changes of g hall have the same meaning a consideration of the Brokerage Property or	scussion with the Listi <b>r is not a party to ar</b> <b>e brokerage for the s</b> <b>sentation of the Broke</b> the purposes of this A purposes of this A	terms acceptable ing Brokerage's ra sale of the Proper to forms part of t erage. greement ("Author active purchaser. e entering into of greement, anyon uns, related corpor a majority of the officers of the re iown the Property quired by the con the Seller agrees the Seller agrees the Listing Period, carage (co-operat if an agreement t tion of the Listing	e to the Seller. It is understood that the peresentative regarding potential market presentative regarding potential market presentative regarding potential market presentation of the Property "ty. his Agreement, of which Schedule A se prity" or "Agreement"): "Self-represented assistance" shall mea any agreement to exchange, or the c e introduced to or shown the Propert porations and affiliated corporations. Re shareholders, directors or officers of the ated or affiliated corporation are the commission shall be deemed to include text. A "real estate board" includes a r olicy as published by the Canadian Re to pay the Listing Brokerage a commission as may be acceptable to the Seller. The ing brokerage) and to offer to pay the c	t value of the Property. (Seller's Initials) ets out the details with n assistance provided obtaining of an option y shall be deemed to slated corporations or he related or affiliated same person(s) as the de other remuneration. al Estate Association. al Estate Association. sion of

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.

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.

**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 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 rand 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 has when representing both the Seller and the buyer the Listing Brokerage has when representing both the Seller and the buyer the Listing Brokerage has when representing both the Seller and the buyer the Listing Brokerage has when representing both the Seller and the buyer the Listing Brokerage has the seller and the buyer the Listing Brokerage has the seller and the buyer the Listing Brokerage has the seller and the buyer the Listing Brokerage has the seller and the buyer the Listing Brokerage has the seller and the buyer the Listing Brokerage has the seller and the buyer the Listing Brokerage has the seller and the buyer the Listing Brokerage has the seller and the buyer the Listing Brokerage has the seller and the buyer the Listing Brokerage has the seller and the buyer the Listing Brokerage has the seller and the buyer the Listing Brokerage has the seller and the buyer the Listing Brokerage has the seller and the buyer the Listing Brokerage has the seller and the buyer the Listing Brokerage has the seller and the buyer the Listing Brokerage has the seller and the buyer the Listing Brokerage has the seller and the bu 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.

**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 gargement with the respective coller as buyer. 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.

- 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. 4.
- 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 of the Listing Brokerage the amount of Commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- **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 6. 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®.
- WARRANTY: The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for 7. 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.
- **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 indemnity 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 indemnities the Brokerage and all of its employees, representatives, salespersons and brokerage mode by any or visits the Property. 8. brokers for and again'st an'y claims against the Brokerage made by anyone who attends or visits the Property
- 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.

#### **INITIALS OF BROKERAGE:**

**INITIALS OF SELLER(S):** 

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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 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(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, graverment departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; duri

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 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 UNE I HAVE SIGNED UNDER SEAL. Any representations c best of my knowledge, information and belief.	DERSTOOD BY ME, I ACCEPT THE TER ontained herein or as shown on any	ANS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE accompanying data form respecting the Property are true to the
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.)
<b>SPOUSAL CONSENT:</b> The undersigned spouse of Law Act, R.S.O. 1990 and hereby agrees to execut	the Seller hereby consents to the list e all necessary or incidental docume	ing of the Property herein pursuant to the provisions of the Family nts to further any transaction provided for herein.
(Spouse)	(Seal) (Date)	
	DECLARATION OF INSUR	ANCE
The Salesperson/Broker/Broker of Record hereby declares that he/she is insured as require	(Name of Salesperson/Br	oker/Broker of Record)
	(Signature(s) of Sales	person/Broker/Broker of Record)
The College) have been adverted as the table College		
	•	his Agreement and have received a copy of this Agreement
on the day of		, 20
(Signature of Seller)		(Date)
(Signature of Seller)		(Date)
The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listi The Canadian Real Estate Association (CREA) and identify the quality of services they provide. Used under license.	ng Services® and associated logos are owned a real estate professionals who are members of C	r controlled by REA and the
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## Schedule A

Form 230 for use in the Province of Ontario 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.

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INITIALS OF BROKERAGE:



INITIALS OF SELLER(S):

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Form 209 for use in the Province of Ontario

### **Seller Direction to Share Substance of Offers**

LLER:	
10 L	
(Brokerage)	
ND TO:	
(Salesperson/Broker/Broker of Record)	
OPERTY 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)		
$\langle \rangle$	OTHER:		
(Seller's Initials)			
The Seller ackno the person maki I acknowledge h	wledges and understands that info ng the offer or any other informati naving received a copy of this Selle	ormation above that is shared on that would identify the pe r Direction to Share Substance	e of Offers.
(Signature of Seller)			(Date)
(Signature of Seller)			(Date)
		(Name of Listing Brokerage)	
(Authorized to bind the	a Listing Brokerage)	(Date)	(Name of Person Signing)
The trademarks RE/ The Canadian Real quality of services t	ALTOR®, REALTORS®, MLS®, Multiple Listing Services® Estate Association (CREA) and identify the real estate p hey provide. Used under license. The Association ("OPEA") All rights reserved. This form	and associated logos are owned or controlled rofessionals who are members of CREA and the	by

## **Brokerage Communication**

**REA** Ontario Real Estate Association Competing Offers, Multiple Representation, **Agreements Relating to Commission/Remuneration** 

Form 652

for use in the Province of Ontario

):		
Brokerage		Salesperson/Broker/Broker of Record
OM: Brokerage		Salesperson/Broker/Broker of Record
OPERTY:		
NLY COMPLETE THOSE NOTIFICATION	I SECTION(S) THAT AR	E APPLICABLE.
NOTIFICATION OF: NUMBER OF COMPETING	VRITTEN SIGNED OFFERS	
		, there are
Comment(s):		
written offers to every person who is making one of th	competing offers (but not the su designated representative to dis	close the substance or part thereof of any competing written
NOTIFICATION OF: MULTIPLE REPRESENTATIO	I / CO-OPERATING BROKER	AGE MULTIPLE BUYERS
As ofday of (a.m./p.m.)		(Brokerage Name)
nas multiple representation (more than one client in the	same trade). Details:	
As ofday of . (a.m./p.m.)		, the Listing Brokerage has received multiple buyer offer
from	Details:	
In accordance with the provisions of the Trust in Real I the same trade in real estate unless it has disclosed thi The Brokerage or the designated representative or both	state Services Act, 2002, the bro to the clients or prospective clie shall disclose the differences betv	okerage shall not represent more than one client in respect o
NOTIFICATION OF: AGREEMENT RELATING TO	COMMISSION OR OTHER R	EMUNERATION
As ofday of . (a.m./p.m.) remuneration that could create an incentive for the sel		D, there is an agreement relating to commission or other
The details of the agreement are as follows:		
•		rage shall disclose the existence of details of the terms of any rritten offer to buy, at the earliest practicable opportunity and
<b>ACKNOWLEDGEMENT:</b> The undersigned hereby acknowledges receipt of a co	y of this notification form at(	on the day of 20
(Signature)	(Date)	(Name of Person Signing)
Signature)	(Date)	(Name of Person Signing)
The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Ser The Canadian Real Estate Association (CREA) and identify the real e one quality of services they provide. Used under license.		



Form 325

## Multiple Representation, Seller Acknowledgement & Consent

for use in the Provi	nce of Ontario	
SELLER:		
BROKERAGE:		(the "Listing Brokerage")
	RTY:	
(Seller's Initials)	agreements with buyers who may be interested in purchasing the Se	that the Listing Brokerage may be entering into buyer representation eller's Property. In the event that the Listing Brokerage has entered into buyer for the Seller's Property, the Brokerage will obtain the Seller's ansaction at the earliest practicable opportunity and in all cases prior
	The Seller understands and acknowledges that the Listing Brokerag and equally protect the interests of the Seller and buyer. The Seller u and the buyer, the Listing Brokerage shall have a duty of full disclos	e must be impartial when representing both the Seller and the buyer inderstands and acknowledges that when representing both the Seller sure to both the Seller and the buyer.
	However, the Seller further understands and acknowledges that the	Listing Brokerage shall not disclose:
	<ul> <li>information applies or unless failure to disclose would constitu</li> <li>the price the buyer should offer or the price the Seller should of</li> </ul>	nless otherwise instructed in writing by the buyer; puyer, unless otherwise instructed in writing by the party to which the nte fraudulent, unlawful or unethical practice;
	However, it is understood that factual market information about cor concerning potential uses for the property will be disclosed to both	mparable properties and information known to the Listing Brokerage Seller and Buyer to assist them to come to their own conclusions.
	The Brokerage shall not be appointed or authorized to be agent for notices where the Brokerage represents both the Seller and the buy	either the Seller or the buyer for the purpose of giving and receiving ver (multiple representation).
(Seller's Initials)	Brokerage is representing both the Seller and the Buyer, where o representation the Listing Brokerage shall have a duty of services a buyer, as more particularly set out in the agreement with the respect <b>MULTIPLE REPRESENTATION AND DESIGNATED REPRESI</b> Brokerage represents both the Seller and the buyer, in multiple repre	<b>RESENTATION:</b> The Seller understands and agrees that the Listing one or both the Seller and buyer are receiving limited services and and representation and disclosure to one or both the Seller and the ctive Seller or buyer. <b>ENTATION:</b> The Seller understands and acknowledges that the esentation as the designated representative represents more than one I designated representation, the Brokerage duty of disclosure to both agreement with the respective seller or buyer.
COMMENTS:		
CONSENT	FOR MULTIPLE REPRESENTATION (To be completed only if the Bro	okerage represents more than one client for the transaction)
The Seller co	nsents with their initials to their Brokerage representing more than on	e client for this transaction.
		INITIALS OF SELLER(S)
THIS MULTIPLE TERMS OF THIS	Ad the Listing Brokerage) (Date) REPRESENTATION, SELLER ACKNOWLEDGEMENT & CONSENT FORM MULTIPLE REPRESENTATION, SELLER ACKNOWLEDGEMENT & CONSE ED AND DELIVERED I have hereunto set my hand and seal:	
(Signature of Selle	er) (Seal) (Date)	
(Signature of Selle		
© 2024, Ontario Re by its members and	ks REAITOR®, REAITORS®, MLS®, Multiple Listing Services® and associated logos are owr Real Estate Association (CREA) and identify the real estate professionals who are members vices they provide. Used under license. al Estate Association ("OREA"). All rights reserved. This form was developed by OREA for th licensees only. Any other use or reproduction is prohibited except with prior writter consent o roducing the standard pre-set portion. OREA bears no liability for your use of this form.	he use and reproduction



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BUYER:	
BROKERAGE:	the "Listing Brokerage"
REAL PROPER	RTY:
(Buyer's Initials)	<b>MULTIPLE REPRESENTATION:</b> The Buyer hereby acknowledges that the Brokerage may be entering into seller representation agreement 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 a enters into a seller representation agreement with a prospective seller of a property of interest to the Buyer, the Brokerage will obtain th Buyer's written consent to represent both the Buyer and the seller for the transaction at the earliest practicable opportunity and in all case 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:
	<ul> <li>that the Buyer may or will pay more than the listed price, unless otherwise instructed in writing by the Buyer;</li> <li>that the seller may or will accept less than the offered price, unless otherwise instructed in writing by the seller;</li> <li>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;</li> <li>the price the Buyer should offer or the price the seller should accept; and</li> <li>the Brokerage shall not disclose to the seller the terms of any other offer by the Buyer.</li> </ul>
	However, it is understood that factual market information about comparable properties and information known to the Listing Brokerag 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)	<b>MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:</b> The Buyer understands and agrees that the Brokerag 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 particularl set out in the agreement with the respective Buyer or seller.
(Buyer's Initials)	<b>MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:</b> 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 on client in the same trade. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to bot the buyer and the seller client, is as more particularly set out in the agreement with the respective buyer or seller.
COMMENTS:	
	FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction) nsents with their initials to their Brokerage representing more than one client for this transaction.
	INITIALS OF BUYER(S)
Authorized to bin	nd 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 TH MULTIPLE REPRESENTATION, BUYER ACKNOWLEDGEMENT & CONSENT FORM.
	ED AND DELIVERED I have hereunto set my hand and seal:
(Signature of Buye	· · · · · · · · · · · · · · · · · · ·
(Signature of Buve	er) (Seal) (Date)
	ks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by

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6	R		Ontario Real Estate Association	Confirm and Rep			ration		
_		320 Provin	ce of Ontario	Buyer/Se	ller				
BU`	YER: .								
SEL	LER:								
For	the tra	nsactio	on on the property kno	wn as:					
DEF "Sel	ler" in	ONS nclude: ve buy	AND INTERPRETATI s a vendor, landlord, er, purchaser, tenant ill be deemed to includ	<b>ONS:</b> For the purpose lessor or a prospect or lessee and "sale"	ses of this Confirma ive seller, vendor, l includes a lease, c	tion of Co-operat andlord or lesso	ion and Represe r and "Buver" i	entation: ncludes a purchaser	, tenant, lessee or a Agreement to Lease.
			formation is confirmed n, the brokerages agre			representatives of on the terms and	the Brokerage(s conditions as s	i). If a Co-operating E et out below.	Brokerage is involved
DEC	LAR/	ATION	I OF INSURANCE: 1 Trust in Real Estate Ser	The undersigned sales vices Act. 2002 (TRES	sperson/broker rep	resentative(s) of t	he Brokerage(s)	hereby declare that	he/she is insured as
			BROKERAGE						
	a)			represents the interes Brokerage is not repr r is working with a Co	esenting the Buyer c	and has not enter	ed into an agree	ement with the Buyer	to provide service.
			2) The Listing	Brokerage is providin	g assistance to the	Buyer and the Buy	yer is a self-repr	esented party.	
	ь)		<ul> <li>that the buyer m</li> <li>the motivation o information app</li> <li>the price the buy</li> </ul>	ler and the Buyer, wit ler and the Buyer in th Brokerage shall not di ay or will accept less ay or will pay more the for personal informa- lies or unless failure to ver should offer or the rage shall not disclos tood that factual mar	h their consent, for t is transaction. The Li sclose: than the listed price nan the offered price tion about the Selle o disclose would co price the Seller sho e to the buyer the te ket information abo	his transaction. Th sting Brokerage h e, unless otherwis r or buyer, unless nstitute fraudulent buld accept; and rms of any other ut comparable pu	ne Listing Broker as a duty of full e instructed in w se instructed in w otherwise instru- t, unlawful or un offer, unless oth roperties and in	age must be impartic disclosure to both the rriting by the Seller; vriting by the buyer; ucted in writing by th ethical practice; erwise directed in wr formation known to t	I and equally protect Seller and the Buyer. he party to which the riting by the Seller. the Listing Brokerage
	c)		<b>MULTIPLE REPRESI</b> and the Buyer, where of of services and repress respective Seller or Buy	one or both the Seller or entation and disclosur	and Buyer are receiv	ing limited service	es and representa	ition the Listing Broker	age shall have a duty
Ada	<b>d)</b>		<b>MULTIPLE REPRESI</b> in multiple represent representation and d particularly set out in nents and/or disclosur	ation as designated esignated represento the agreement with th	representative repre ition, the Brokerage ne respective Seller	esents more than e duty of disclos and Buyer.	one client in t ure to both the	the same trade. In t seller and the buye	he event of multiple er client, is as more
2.	PRO	PERT	Y SOLD BY BUYER	BROKERAGE					
	a)		The Brokerage repres		<b>e</b> Brokerage will be	paid;			
			1) by the Buye	,	a Sallar Limitad Sar	vices Perrosente	tion Agroomont		
	ь)		MULTIPLE REPRESE of the Seller and the E Seller and the Buyer i However, the Brokero • that the Seller m • that the Seller m • the motivation o information app • the price the Buy	Buyer, with their conse n this transaction. The ge shall not disclose: ay or will accept less ay or will pay more th f or personal informa lies or unless failure to rer should offer or the nall not disclose to the tood that factual mar	erage has entered ent, for this transaction be Brokerage has a contrast than the listed price than the offered price to a about the Selle or disclose would contrast price the Seller sho a Buyer the terms of ket information about	into a Limited Cli on. The Brokerag luty of full disclosi e, unless otherwis r or Buyer, unless nstitute fraudulent buld accept; and any other offer, u ut comparable pu	ent Agreement v e must be impar ure to both the E e instructed in v s otherwise instru- t, unlawful or un unless otherwise roperties and in	tial and equally prote Buyer and the Seller; writing by the Seller; ucted in writing by the ethical practice; directed in writing b formation known to t	ect the interests of the ne party to which the y the Seller. the Listing Brokerage
			INITIALS C	F BUYER(S)/SELLE	R(S)/BROKERAG		TIVE(S) (Where	e applicable)	
		$\left( \right)$			$\supset$	$\left( \right)$	$\supset$		$\supset$
			BUYER	CO-OPERATING/BU	YER BROKERAGE	SELL	ER	LISTING BI	ROKERAGE
D	The tro	ademark		LS®, Multiple Listing Service	s® and associated logos	are owned or controlled	d by		

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	c)		<b>MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:</b> 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)		<b>MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:</b> 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.
Addi	tiono	al com	ments and/or disclosures by Buyer Brokerage: (e.g., The Buyer Brokerage represents more than one Buyer offering on this property.)
3.	Co-	operc	ating 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:
Addi	tiona	l comm	nents and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)
Com	miss	ion wil	l 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 Agreement 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 Cooperating 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 B	brokerage)	(Name of Listing Brokerage)			
	Fax:	Tel.: Fax	x:		
(Authorized to bind the Co-oper	ating/Buyer Brokerage) (Date)	(Authorized to bind the Listing Brokerage)		(Date)	
(Print Name of Salesperson/Brok	ter/Broker of Record)	Print Name of Salesperson/Broker/Broker	of Record)		
	PLE REPRESENTATION (To be completed only ent with their initials to their Brokerage	if the Brokerage represents more than a	one clien	at for the transac	tion)
-	ne client for this transaction.	INITIALS OF BUYER(S)	I	NITIALS OF SELI	.ER(S)
	ACKNOW	LEDGEMENT			
I have received, read, and u	nderstand the above information.				
(Signature of Buyer)	(Date)	(Signature of Seller)		(Date)	
(Signature of Buyer)	(Date)	 (Signature of Seller)		(Date)	
The trademarks REALTOR®, RE The Canadian Real Estate Assu- guality of services they provide	EALTORS®, MLS®, Multiple Listing Services® and associated lo ociation (CREA) and identify the real estate professionals who a e. Used under license.	gos are owned or controlled by re members of CREA and the			
© 2024, Ontario Real Estate Associa by its members and licensees only. Ar when printing or reproducing the star	tion ("OREA"). All rights reserved. This form was developed by y other use or reproduction is prohibited except with prior writh adard pre-set portion. OREA bears no liability for your use of thi	OREA for the use and reproduction en consent of OREA. Do not alter s form.	rm 320	Revised 2024	Page 2 of 2



Form 324 for use in the Province of Ontario

<b>Confirmation of Co-operation</b>
and Representation
Tenant/Landlord

TEN		•						
LAI	NDLC	DRD:						
<b>DEF</b> "Lar a p	ndlord rospe	IONS I″ inclu ctive te	AND INTERPRET udes a lessor, seller enant, lessee, buye	n as: <b>TATIONS:</b> For the purpose or vendor, or a prospec r or purchaser and "leas iclude other remuneratior	ses of this Confirmat tive landlord or less e" includes a sale,	ion of Co-operation	n and Representation: and "Tenant" includes a Lease" includes an Agr	a lessee, buyer or purchaser or reement of Purchase and Sale.
in th	ne tra	nsactio	on, the brokerages	agree to co-operate, in co	onsideration of, and	on the terms and co	onditions as set out below	
DEC requ	CLAR	ATIOI by the	N OF INSURANC Trust in Real Estate	E: The undersigned sales Services Act, 2002 (TRES	sperson/broker repr 6A).	esentative(s) of the	Brokerage(s) hereby dee	clare that he/she is insured as
1.	LIST	ING	BROKERAGE					
	a)		_ ~	age represents the interest ing Brokerage is not repr				d agreed that: the Tenant to provide service.
			(If the Te	enant is working with a C	Co-operating Brokero	ige, Section 3 is to	be completed by Co-ope	erating Brokerage)
			2) The List	ing Brokerage is providin	ig assistance to the 1	enant and the Tena	nt is a self-represented p	oarty.
	<ul> <li><b>b)</b> MULTIPLE REPRESENTATION: The Listing Brokerage has entered into a Tenant Representation Agreement with the Tenant and represent the interests of the Landlord and the Tenant, with their consent, for this transaction. The Listing Brokerage must be impartial and equa protect the interests of the Landlord and the Tenant in this transaction. The Listing Brokerage has a duty of full disclosure to both the Landlor and the Tenant. However, the Listing Brokerage shall not disclose:         <ul> <li>that the Landlord may or will accept less than the listed price, unless otherwise instructed in writing by the Landlord;</li> <li>that the tenant may or will pay more than the offered price, unless otherwise instructed in writing by the tenant;</li> <li>the motivation of or personal information about the Landlord or tenant, unless otherwise instructed in writing by the party to whith the information applies or unless failure to disclose would constitute fraudulent, unless otherwise directed in writing by the Landlord;</li> <li>the price the tenant should offer or the price the Landlord should accept; and</li> <li>the Listing Brokerage shall not disclose to the tenant the terms of any other offer, unless otherwise directed in writing by the Landlor However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage shall not disclose to the tenant the terms of any other offer, unless otherwise directed in writing by the Landlor However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage shall not disclose to the tenant the terms of any other offer.</li> </ul> </li> </ul>						must be impartial and equally disclosure to both the Landlord y the Landlord; the tenant; n writing by the party to which practice; cted in writing by the Landlord.	
	c)		Landlord and the T have a duty of serv	enant, where one or both t	he Landlord and Tenc	ant are receiving limi	ted services and represent	rage is representing both the tation the Listing Brokerage shall tricularly set out in the agreement
	d)		<b>MULTIPLE REPR</b> in multiple repres	ESENTATION AND DE	representative repre tion, the Brokerage	esents more than o duty of disclosure	one client in the same tr	oth the Landlord and the tenant rade. In the event of multiple d the tenant client, is as more
Add	ditiona	al com					nts more than one Tenant	t offering on this property.)
	· · · · · · · · · · · · · · · · · · ·							
2.	PRC	OPERI	Y LEASED BY TE	NANT BROKERAGE				
	α)		1) by the 1	presents the Tenant <b>and tl</b> Fenant directly .andlord in accordance v	-		entation Agreement	
	<ul> <li>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:         <ul> <li>that the Landlord may or will accept less than the listed price, unless otherwise instructed in writing by the Landlord;</li> <li>that the Tenant may or will pay more than the offered price, unless otherwise instructed in writing by the Tenant;</li> <li>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;</li> <li>the price the Tenant should offer or the price the Landlord should accept; and</li> <li>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.</li> </ul> </li> </ul>							
				OF TENANT(S)/LANDL	ORD(S)/BROKER	AGE REPRESENTA	ATIVE(S) (Where appl	icable)
		$\langle$	>		$\supset$	$\langle$	$\supset$	$\langle \rangle$
			TENANT	CO-OPERATING/TEN	ANT BROKERAGE	LANDLO	RD L	ISTING BROKERAGE
REALTON © 20 by its when	R The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the "2024, Ontorio Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction its members and licensees only. Any other use or reproduction is prohibited except with prior writher consent of OREA. Do not alter hen printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form. Form 324 Revised 2024 Page 1 of 2							

	c)		MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION: The Brokerage is representing both the Landlord ar he Tenant, where one or both the Landlord and Tenant are receiving limited services and representation the Brokerage shall have a duty ervices and representation and disclosure to one or both the Landlord and the Tenant, as more particularly set out in the agreement wi he respective Landlord or Tenant.
	d)		MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION: The Brokerage represents both the Landlord and the tena n multiple representation as designated representative represents more than one client in the same trade. n the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the Landlord and the Tena client, is as more particularly set out in the agreement with the respective Landlord and Tenant.
Adc	lition	al com	ents and/or disclosures by Tenant Brokerage: (e.g., The Tenant Brokerage represents more than one Tenant offering on this property.)
3.	Co-	operc	ng 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 providir 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 proper
			to be paid from the amount paid by the Landlord to the Listing Brokerag (Commission As Indicated In MLS® Information)
			2) The Co-operating Brokerage will be paid as follows:
Adc	itionc	l comm	nts and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Tenant offering on this property
Cor	nmiss	ion wil	pe 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 Agreement and the trade is commission Trust Agreement and the trade shall constitute a Commission Trust and shall be held, in trust, for the Cooperating 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)	(Name of Listing Brokerage)				
Tel.:	Tel.:				
(Authorized to bind the Co-operating/Tenant Brokerage) (Date)	(Authorized to bind the Listing Brokerage) (Date)				
(Print Name of Salesperson/Broker/Broker of Record)	(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.	INITIALS OF TENANT(S) INITIALS OF LANDLORD(S)				
ACKN	OWLEDGEMENT				
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)				
The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associ The Canadian Real Estate Association (CREA) and identify the real estate professionals quality of services they provide. Used under license.	ated logos are owned or controlled by who are members of CREA and the				
© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was develop by its members and licensees only. Any other use or reproduction is prohibited except with pri- when printing or reproducing the standard pre-set portion. OREA bears no liability for your us	bed by OREA for the use and reproduction or written consent of OREA. Do not alter e of this form. Form 324 Revised 2024 Page 2 of 2				

Working with a REALTOR® OREA Ontario Real Estate Association

### 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.

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

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, called a Listing Agreement manner 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 selfrepresented party. A REALTOR® may provide assistance to a self-represented party, as directed by their client. Assistance provide assistance 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. ...... acknowledges having received and

he	••••••
	(Buyer/Seller)



#### 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.

been explained the Self-Represented Party Acknowledgement form.

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

(initial one)	(Name of Brokerage) 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.	(initial one)	(Name of Brokerage) 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)
(Signature)	(Date)	(Signature)	(Date)
	Federal legislation requires REALTORS® to verify the identity of seller		

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.

The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

OREA Ontario Real Estate Association

Working with a Commercial REALTOR®

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.

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

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 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, called a taking 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. ...... acknowledges having received and been explained the Self-Represented

The		•
	(Buyer/Seller)	



#### 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 & Consen Form and Confirmation of Co-operation and Representation Form to confirm this arrangement.

Party Acknowledgement form.

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:

(Names) I/we have read, understand, and have received a copy of Working with a Commercial REALTOR® Sellers: As seller(s), I/we understand that Buyers: As buyer(s), I/we understand that

(initial one)	(Name of Brokerage) 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.	(initial one)	(Name of Brokerage) 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) (Signature)	(Date)	(Signature)	(Date)

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. IR

The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

EA Ontario Real Estate Working with a REALTOR®

Form 812 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<sup>®</sup>, 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 (Buyer/Seller) been explained the Information Guide.



The Act requires that the brokerage (usually through its REALTORS<sup>®</sup>) 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		
	(Buyer/Seller)	explained the Self-Represented Party Acknowledgement form.		
<b>T</b> I . I				



(Buyer/Seller Initials)

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#### 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<sup>®</sup> 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<sup>®</sup> 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**

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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<sup>®</sup>. You should read and understand every contract before you finalize it.

Acknowledg	<b>icknowledgement by:</b>						
I/we have read	d, understand, and have received a copy of Working with a R	EALTOR®					
Sellers: As se	ller(s), I/we understand that	Buyers: As bu	yer(s), I/we understand that				
(initial one)	(Name of Brokerage) 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.	(initial one)	(Name of Brokerage) 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)				
(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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**CREA** Ontario Real Estate Association 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.

Working with a Commercial REALTOR®

When you choose to use the services of a Commercial REALTOR<sup>®</sup>, 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<sup>®</sup> 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<sup>®</sup> is interacting.

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



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

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	>
(Buyer/Seller	Initials

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(Buyer/Seller)

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Acknowledg	jement by:	(Names)	
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Sellers: As se	Iler(s), I/we understand that	Buyers: As bu	uyer(s), I/we understand that
(initial one)	(Name of Brokerage) 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.	(initial one)	(Name of Brokerage) 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)
(Signature)	(Date)	(Signature)	(Date)

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