

## **Confirmation of Co-operation** and Representation



## **DISCLAIMER:**

Forms are created with a view to identify and satisfy general needs. The pre-set portion of any Form is complex and can be difficult to understand.

Be advised that the explanations contained herein are **not** meant to be a full and complete discussion of the meanings and implications of each provision, paragraph or section in each Form. The explanations are meant only to be a general simple overview and are not meant to replace the full text and legal ramifications of each Form and any provision, paragraph or section therein.

It is important and mandatory to understand that the use of a Form does not apply to every circumstance and extreme care should be exercised in that respect.

Everyone is encouraged and it is recommended that everyone seek and obtain professional advice to ensure a complete and accurate understanding of any Form and not rely on the explanations contained herein.

TAKE NOTE THAT EVERY REAL ESTATE TRANSACTION IS UNIQUE AND THE TORONTO REAL ESTATE BOARD DOES NOT WARRANT AND IS NOT LIABLE OR RESPONSIBLE IN ANY WAY FOR THE ADEQUACY, SUFFICIENCY, APPLICABILITY, ACCURACY OR SUITABILITY OF ANY OF THE EXPLANATIONS OR PROVISIONS HEREINAFTER SET OUT.

PROCEED TO NEXT PAGE ...



## Confirmation of Co-operation and Representation



GENERAL USE: This Form is used to indicate to all parties involved the specific types of relationships that exist in their particular real estate transaction. This document is used in part to reassure all parties that they will be treated fairly in the transaction. The Form is used to set up an arrangement between companies and is acknowledged by the parties.

BUYER:		
SELLER:		
or the tro	ansaction o	n the property known as:
a "Buyer'	" includes o	this Confirmation of Co-operation and Representation, a "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, a "sale" includes a lease, and an "Agreement of Purchase and Sale" ent to Lease.
		ormation is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.
		F INSURANCE: The Real Estate and Business Brokers Act that governs practitioners requires them to declare in writing to all res that they are insured.
		F INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is red by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.
ı. LIS	TING BRO	DKERAGE
a)		The following option indicates that the Seller is being represented by a Salesperson from the Listing Company and the Buye is a Customer.
a)		The Listing Brokerage represents the interests of the Seller in this transaction. The Buyer may be buying the property directly through the Listing Brokerage or the Buyer may be working with a Co-operating Brokerage (If applicable, Section 3 will be completed by Co-operating Brokerage).
<b>b</b> )		The following option is for Multiple Representation and states that the Listing Company represents both the Seller and the Buyer in the transaction and needs their consent. It also states that any conversations between the company representatives and the Buyers or Sellers regarding money or their motivation for buying or selling will be kept confidential if the parties so wish.
<b>b</b> )		<b>MULTIPLE REPRESENTATION:</b> The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage.
		However, the Listing Brokerage shall not disclose:
		<ul> <li>That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;</li> <li>That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;</li> <li>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;</li> <li>The price the Buyer should offer or the price the Seller should accept;</li> <li>And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.</li> </ul>
		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.
Addition	al comment	s and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage has also entered into a Customer Service Agreement with the Buyer.)

2.	The following o purchasing a pr	ption is roperty	used only when a Buyer requests a Salesperso that is not listed for sale.	n from the real estate company	to represent them in the process of
<b>2</b> . I	PROPERTY SOLI	D BY BU	YER BROKERAGE – PROPERTY NOT LISTED		
	Т	he Broke	rage represents the Buyer and the property is not listed	with any real estate brokerage. The	Brokerage will be paid
			by the Seller in accordance w	rith a Seller Customer Service Agree	ment
			or: by the Buyer directly		
Addit	tional comments a	nd/or dis	sclosures by Buyer Brokerage: (e.g. The Buyer Brokera	ge represents more than one Buyer (	offering on this property.)
		INI	TIALS OF BUYER(S)/SELLER(S)/BROKERAGES	REPRESENTATIVE(S) (Where	applicable)
	LISTING BROK	CERAGE	CO-OPERATING/BUYER BROKERAGE	SELLER	BUYER
		1)	This option indicates that the Buyer is being reand that the Listing company will pay the Buyer.  The Listing Brokerage will pay the Co-operating Broke.  Listing Brokerage, as indicated in the MLS® information.	er's company a commission as rage the commission of	stated on the MLS® System.
	2	2)	This option indicates that the Buyer is being re the property is not listed on the MLS® System a	epresented by a Salesperson or	Broker from a real estate company, the Buyer's company a commission.
	2	2)	The Listing is not an MLS® listing and the Listing Brol		okerage a commission of
			paid by the Seller to the Listing Brokerage.		Holli ille dillottii
	3	3)	This option indicates that the Buyer is being re and that the Buyer's company will be paid dir	epresented by a Salesperson or ectly by the Buyer.	Broker from a real estate company
	3	3)	The Co-operating Brokerage will not receive any pay directly from the Buyer in this transaction.	ment from the Listing Brokerage and	I/or Seller and will be receiving payment
	4	<i>4)</i>	This option allows the Co-operating company Form 202.	to indicate that the Seller is po	aying the commission as outlined in
	2	4)	Other		

b)	The	Со-ор	erating Brokerage is <b>NOT</b> representing either the Bu	yer or the Seller in this transaction. It is further understood and agreed that:		
	1)		This option indicates that the Buyer's compan Company will pay the Buyer's company a c	ny is not representing either the Buyer or the Seller and that the Listing ommission as stated on the MLS® System.		
	1)		The Listing Brokerage will pay the Co-operating Bro	kerage the commission of		
			Listing Brokerage, as indicated in the MLS® inform	from the amount paid by the Seller to the		
2) This option indicates that the Buyer's comp				ny is not representing either the Buyer or the Seller, the property is not company will pay the Buyer's company a commission.		
	2)			rokerage will pay the Co-operating Brokerage a commission of		
			paid by the Seller to the Listing Brokerage.	from the amount		
	3)		This option allows the Co-operating compar Form 202.	ny to indicate that the Seller is paying the commission as outlined in		
	3)		Other			
Commission will be payable as described above, plus applicable taxes on any trade wherein the Co-operating Brokerage has obtained an accepted Agreement of Purchase and Sale for the property.  Additional comments and/or disclosures by Co-operating Brokerage: (e.g. The Co-operating Brokerage represents more than one Buyer offering on this property.)						
transaction will be COMMISSION TRUST A Co-operating Brokerage he Seller. This Commiss f the local board's MLS	AGREE/ e further ion Trus ® rules Commis rade sh	MENT: r includ st Agre s and re sion Tre all con	If the above Co-operating Brokerage is receiving payment of the above Co-operating Brokerage is receiving payment of the account of the consideration for white the account of the compact	occupie to use, regarding which trust accounts the commissions for the of commission from the Listing Brokerage, then the agreement between Listing Brokerage and the Listing Brokerage procuring an offer for a trade of the property, acceptable to degulations pertaining to commission trusts of the Listing Brokerage's local real estate board, a recommended MLS® rules and regulations shall apply to this Commission Trust Agreement, but noted in Section 3 above. The Listing Brokerage hereby declares that all monies received Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.		
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Name of Listing Broke	erage)			(Name of Co-operating/Buyer Brokerage)		
Геl:			Fax:	Tel: Fax:		
Authorized to bind th	e Listin	ig Brol	Date:			
Print Name of Broker	/Sales	persor	n Representative of the Brokerage)	(Print Name of Broker/Salesperson Representative of the Brokerage)		
The Seller/	Buye	er co	REPRESENTATION (To be completed only if the name of their brokerage than one client for this transaction.	e Brokerage represents more than one client for the transaction.)  e  SELLER'S INITIALS  BUYER'S INITIALS		
have received, I	read,	and	ACKNOWLED understand the above information.	DGEMENT		
Signature of Seller)			Date:	(Signature of Buyer)		
Signature of Seller)			Date:	(Signature of Buyer)		