

BUYER:.....

SELLER:.....

For the transaction on the Property known as:.....

For the purposes of this Confirmation of Co-operation and Representation, a "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and a "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant and a "sale" includes a lease.

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

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.

1. LISTING BROKERAGE

- a) The Listing Brokerage represents the interests of the Seller in this transaction. The Buyer may be buying the property directly from 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) MULTIPLE REPRESENTATION: The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Broker 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:

- 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.

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.

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

The Brokerage represents the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid by

the Seller in accordance with a Seller Customer Service Agreement

or: by the Buyer directly

Additional comments and/or disclosures by Listing/Buyer Brokerage:

(e.g. The Listing Brokerage represents the Seller and also has entered into a Customer Service Agreement with the Buyer.)

.....

.....

.....

.....

.....

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



LISTING BROKERAGE



CO-OPERATING/BUYER BROKERAGE



SELLER



BUYER

3. CO-OPERATING BROKERAGE (If applicable, Co-operating Brokerage completes Section 3 and Listing Brokerage indicates 1. a) in Section 1.)

- a) The Co-operating Brokerage represents the interests of the Buyer in this transaction. It is further understood and agreed that the Listing Brokerage will pay the Co-operating Brokerage
 the commission as indicated in the MLS® information for the property
 or, if not an MLS® listing: a commission of.....
 plus applicable Goods and Services Tax, from the amount paid by the Seller to the Listing Brokerage, on any trade wherein the Co-operating Brokerage has obtained an accepted Agreement of Purchase and Sale, option to Purchase or Agreement to Exchange and/or Lease.
 Said payment of commission will not make the Co-operating Brokerage either the agent or sub-agent of the Seller or the Listing Brokerage.
- b) The Co-operating Brokerage represents the interests of the Buyer in this transaction. It is further understood and agreed that the Co-operating Brokerage will not receive any payment from the Listing Broker and/or Seller and will be receiving payment directly from the Buyer in this transaction.
- c) The Co-operating Brokerage accepts the offer of sub-agency from the Seller and/or Listing Brokerage and represents the interests of the Seller in this transaction while offering the Buyer customer service. It is further understood and agreed that the Listing Brokerage will pay the Co-operating Brokerage
 the commission as indicated in the MLS® information for the property
 or, if not an MLS® listing: a commission of.....
 plus applicable Goods and Services Tax, from the amount paid by the Seller to the Listing Brokerage, on any trade wherein the Co-operating Brokerage has obtained an accepted Agreement of Purchase and Sale, option to Purchase or Agreement to Exchange and/or Lease.
- d) The Co-operating Brokerage is NOT representing either the Buyer or the Seller. It is further understood and agreed that the Listing Brokerage will pay the Co-operating Brokerage
 the commission as indicated in the MLS® information for the property
 or, if not an MLS® listing: a commission of.....
 plus applicable Goods and Services Tax, from the amount paid by the Seller to the Listing Brokerage, on any trade wherein the Co-operating Brokerage has obtained an accepted Agreement of Purchase and Sale, option to Purchase or Agreement to Exchange and/or Lease. Said payment of commission will not make the Co-operating Brokerage either the agent or sub-agent of the Seller or the Listing Brokerage.

Additional comments and/or disclosures by Co-operating Brokerage:

.....


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


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

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

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

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


 SELLER'S INITIALS


 BUYER'S INITIALS

ACKNOWLEDGEMENT

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

| | | | |
|----------------------------|------------|---------------------------|------------|
| (Signature of Seller)..... | Date:..... | (Signature of Buyer)..... | Date:..... |
| (Signature of Seller)..... | Date:..... | (Signature of Buyer)..... | Date:..... |