

first time seller package



questions to ask

The Internet is the way of the future, what Internet Marketing and Networking do you do?

What is your approach to the selling process?

What services are included in the sale of my home?

Do you work on your own or as part of a team?

How will you keep me informed throughout the process?

Will you personally answer all the calls on my listing?

Technology is changing all the time. What is your commitment to new technology?

What type of information do you hand out to Sellers when they list?

How will you protect me in this sale?

What is your experience and education?

Will you keep me informed and up to date on showings and give your honest advice?

Will I have access to all the paperwork I sign?

Will you provide me a connection to a great Mortgage Broker who can qualify me before purchasing my next home?

Do you have a list of trusted Lawyers, Home Inspectors, Mortgage Brokers, etc., that I can utilize when selling my home?

What are the commissions or fees I will have to pay?

Do you have references or testimonials?

about erin

Erin Corcoran

Realtor® | Entrepreneur | Stylist

Founder of Simcoe County Shop Local

You could say that Real Estate is in Erin Corcoran's genes. She's a third-generation Realtor® from a family of very successful and well-known Real Estate professionals in Canada.

When she's not selling houses for RE/MAX Chay Realty she is extremely busy with her passion project, Simcoe County Shop Local. Simcoe County Shop Local is a buzz-worthy professional networking group, Facebook group, and on-line community she founded. The group promotes local businesses and brands, and engages in fundraising and charitable work such as the annual Holiday Soiree.

Erin's real estate focus is in the Greater Barrie and Essa areas. She's a member of the Barrie Chamber of Commerce and the Ontario Real Estate Association. Erin also has a background as a Stylist. Erin loves people and loves helping them find their new home, find an audience and market for their local brand, or find the funds to help their non-profit's mission.



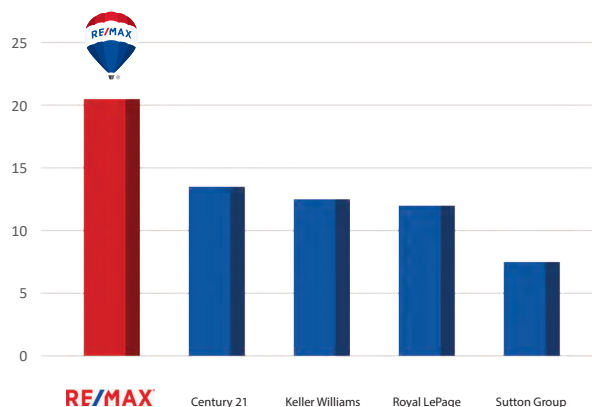
#1

- #1 in Brand Recognition
- #1 in Productivity
- #1 in Desktop Websites
- #1 in Mobile Websites
- #1 in Google Search Results
- #1 in Global Research
- #1 in SOLD Properties
- #1 in Market Share for 28 years

(Barrie & District Association of Realtors)

RE/MAX has locations in 95+ Countries giving us the Largest Global Referral Network

2017 Market Share - Barrie



Note: This bar graph contains the total units sold for all office locations and independent offices of each multi-office or franchise organization identified, which listings were sold by such organization itself, or with the aid of a cooperating broker, according to data maintained by the Local Board or Multiple Listing Service for the geographic area indicated. The bar graph compares all those listings that were closed by each organization during the period mentioned above. This representation is based in whole or in part on data supplied by a third party real estate statistics provider. Neither the Association nor its MLS guarantees or is in any way responsible for its accuracy. Data maintained by the Association may not reflect all real estate activity in a market. Each RE/MAX office is independently owned and operated.

giving back is part of what we do!

Over \$370,000 has been donated by Re/Max Chay Agents to LOCAL and Canadian charities!

- Children's Miracle Network
- Heart and Stroke Foundation
- Salvation Army
- Royal Victoria Hospital
- Sold on a Cure
- Youth Haven Barrie
- Elizabeth Fry Society of Simcoe County
- Hospice Simcoe
- David Busby Street Centre
- Big Brothers Big Sisters
- Local Food Bank
- GAP (Grocery Assistance Program)

re/max vs. the industry



2017 RE/MAX VS. THE INDUSTRY CANADA

RE/MAX is the most recognized real estate brand in **Canada**¹. The country's 20,000 RE/MAX agents, part of an unrivaled worldwide network, contribute to that awareness every day.



NATIONAL, FULL-SERVICE BROKERAGE BRANDS

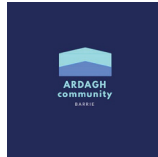


FIRST BRAND THOUGHT OF BY BUYERS, SELLERS ¹	AGENTS CANADA	AGENTS WORLDWIDE	OFFICES WORLDWIDE	COUNTRIES & TERRITORIES
46.5%	20,672	111,915	7,343	100+
8.4%	17,000+	17,000+	600+	1
5.7%	9,084	110,800	7,300	77
1.9%	7,787	7,787	200+	1
1.4%	677	23,000	590	2
0.7%	2,531	88,400	3,000	49
0.4%	9,060	10,000+	175+	2
0.2%	520	20,300	850	66
0.2%	1,200	6,500	500	11
0.1%	2,769	154,000	800	16

©2017 RE/MAX, LLC. Each office independently owned and operated. Data is year-end 2016, except as noted. Coldwell Banker, Century 21 and Sotheby's data is either as reported by Realogy Corporation on SEC 10-K, Annual Report for 2016 or from company websites or industry sources; Keller Williams, Royal LePage, Sutton, EXIT Realty, Realty Executives and HomeLife data is from company websites and industry reports. ¹MMR Strategy Group study of unaided brand awareness of real estate organizations among buyers, sellers, and those planning to buy or sell (first mention recorded). 17_156493



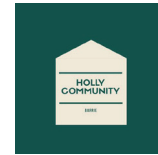
[Angus Community - Essa Township](#)



[Ardagh Community - Barrie](#)



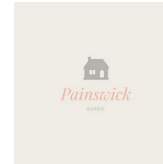
[Edgehill Drive Community - Barrie](#)



[Holly Community - Barrie](#)



[Letitia Heights Community - Barrie](#)



[Painswick Community - Barrie](#)

[CITY OF BARRIE](#)

Reflecting the city's status as one of the fastest growing in Canada, Barrie's real estate market is thriving. With single-family homes, townhouses and condos all for sale at a range of price points, there is something for everyone.

[ANGUS COMMUNITY - TOWNSHIP OF ESSA](#)

Located a short distance southwest of Barrie, the Township of Essa contains the communities of Angus, Baxter and Thornton, as well as smaller hamlets including Cedargrove, Colwell, Egbert, Elmgrove, Hoe Doe Valley, Ivy, Utopia and West Essa. Angus is the largest community in the township of Essa.

[INNISFIL](#)

The Town of Innisfil lies directly south of the City of Barrie, but includes part of Kempenfelt Bay to the northeast. It is bounded roughly by County Road 27 to the west, past Highway 89 to the south and Lake Simcoe to the east. At one time well-known communities like Holly, Painswick and Allandale in Barrie were part of Innisfil.

[NEW TECUMSETH](#)

New Tecumseth lies a bit west of County Road 27 between Highway 89 and Highway 9 to the south. It is mostly rural farmland along with the larger communities of Alliston, Beeton and Tottenham and some smaller ones such as Allimil, Green Briar, Nicolston, Penville, Randall, Rich Hill, Schomberg Heights and Thompsonville.

Simcoe County SHOP LOCAL

705-305-1748     
ERINCORCORANREALESTATE@GMAIL.COM

I feature companies on Facebook, across Simcoe County, that I think you should know about.

Helping you, to know your community. Local businesses in Simcoe County.

<https://m.facebook.com/SimcoeCountyShopLocal/>



Why Use A REALTOR®

Maybe you're buying a home for the first time. Or maybe you're selling your old home to move to something new. Whether buying or selling, you're involved in an intricate process requiring many specialists. One of these specialists might be a REALTOR®, who's responsible for making the transaction as easy as possible for you.

The REALTOR® Difference

However, not every licensed or registered broker or salesperson is a REALTOR®. To be a REALTOR®, the agent must be a member of The Canadian Real Estate Association (CREA). And to be a member of CREA, an agent is expected to be:

Committed to REALTOR® Code: The code is the accepted standard of conduct for all real estate practitioners who are REALTORS®. It's your guarantee of professional conduct and quality service. Read more about the REALTOR® Code.

Knowledgeable about developments in real estate: A REALTOR® can get you the information needed to make an informed decision: comparable prices, neighborhood trends, housing market conditions and more.

Actively updating education: Through courses, workshops and other professional development, a REALTOR® maintains a high level of current knowledge about real estate. Access: REALTORS® have access to Board MLS® Systems, which facilitate the cooperate sale of properties to benefit consumers.

Benefits of a REALTOR®

Whether buying or selling a home, you can trust that your REALTOR® will ensure the transaction is completed competently and professionally. You don't have to worry about the details – your REALTOR® can take care of them for you. You can get advice from someone with an intimate knowledge of the local housing market. And you can count on the help of a professional who has committed to serve with integrity and competence.

Source: www.crea.ca

what to expect

Deciding who to represent you is the most important decision you will make in your home selling process. As your Real Estate Representative, I will help you in the following areas, critical to a successful and satisfying real estate experience.

Act As Your Marketing Manager

Guiding you in setting a competitive market price.

Advising you on how to showcase your home and highlight its best features.

Discussing which renovations, if any, will offer you the highest payback.

Develop a professional marketing strategy to expose your property to the widest possible audience.

Reporting to you regularly on Buyer Feedback and new listings and sales that may impact the market value of your home.

Introduce Qualified Buyers

Working with the industry's most productive Buyers Agents through the MLS and my referral network.

Confirming each Buyer has been pre-qualified prior to viewing your home.

Serve as Your Experienced Negotiator

Advising you on the merits of the offers submitted.

Representing your best interests always and keeping your goals in full view.

Act As Your Closing Coordinator

Having our company staff send documents out on time.

Delivering the keys to the Buyers only after title has been transferred and funds are ready to be issued by your lawyer; my office staff will keep me informed.

Following up on any loose ends prior to and after moving day.

Providing you with helpful tips on moving that can make the day go smoother.

When working with a REALTOR®, it is important to understand whom the REALTOR® works for, and to whom is the REALTOR® legally obligated. The Canadian Real Estate Association (CREA) requires REALTORS® to disclose Agency Relationship to a potential client at the earliest time possible.

Buyer's Relationship to Realtors®

A real estate company acting as a "Buyer's Agent" must do what is best for the buyer. A written contract, called a Buyer Agency Agreement, establishes buyer agency. It also explains services the company will provide, establishes a fee arrangement for the REALTOR'S® services and specifies what obligations a buyer may have. Under such agency, a buyer will be obliged to work with that company for a period. In return, confidence a buyer shares with that company will be kept confidential. The REALTOR® is also required to offer professional advice, negotiate the best price for the buyer and provide the buyer with as much information required to make the right decision.

Seller's Relationship to REALTORS®

A real estate company must do what is best for the seller of a property. A written contract, called a Listing Agreement, establishes seller's agency. It also explains services the company will provide, establishes a fee arrangement for the REALTOR'S® services and specifies what obligations a seller must have.

Confidence a seller shares with their REALTOR® must be kept confidential from potential buyers and others. That REALTOR® must tell the seller anything known about the buyer. For instance, if the REALTOR® knows that a buyer is willing to offer more for a property, that information must be shared with the seller.

A seller must understand that a REALTOR® working with a buyer as a sub-agent is ultimately working with the seller's best interest in mind. A REALTOR® working with a buyer, as a Buyer Agent, is working for the buyer's best interest in mind, but may still be compensated by the seller through provisions made to the Listing Agent.

Dual Agent/Multiple Representation

Occasionally a real estate company will be the agent for both the buyer and the seller. The buyer and seller must consent to this arrangement in their listing and buyer agency agreements. Under this "dual agency" arrangement, the company must do what is best for both the buyer and seller.

Since the company's loyalty is divided between the buyer and seller who have conflicting interest, it is essential that a dual agency relationship be established in a written agency agreement. This agreement specifically describes the rights and duties of everyone involved and any limitations to those rights and duties.

In order to provide the best service to my clients and exceed your expectations, I invest heavily in the business of selling your home. Some of these expenses include:

- Signage Expenses
- Fees for Listing your Property
- Lock Boxes
- Website Fees and Internet Presence
- Photographs, Virtual Tours and Floor Plans
- Design Fees and Printing Costs for my Marketing Materials (my various Feature Sheets for Buyers, Direct Mail, etc.)
- Ordering the Status Certificate Documents for Condos
- Cell phone and other electronic equipment so that I am always available to you and your Buyers
- Regular education so that I am well-prepared to serve you
- Advertising costs
- Professional Fees for Consultants
- Business Insurance, Errors and Omissions Insurance, and Health Insurance
- Car maintenance

When I work for you, I invest both my time and my own money, into selling your home. As a Realtor®, I am not paid a salary, and only get paid when your transaction is closed, and the title on your home is transferred. When a brokerage fee is earned, it is shared between the real estate companies involved in the transaction.

get your home sold

- I will provide a list of recommended professional services that can help you, if necessary, to get your home ready for Agent and Public viewings.
- I will review prudent safety precautions to be taken to ensure valuables and family members, including pets, are taken into consideration when the home is being scheduled for and open house or Buyer showing.
- Follow up emails or call to all Realtors® who have shown your property to receive timely feedback from them and their Buyers. This feedback will be summarized and provided to you during our weekly updates.
- I will verify with Realtors® showing your home that all potential Buyers viewing your property are pre-approved for a home in that price range.
- I will ensure that the features of your home are brought to the attention of potential Buyers, and that any questions or concerns are quickly addressed. I will provide the potential Buyer a detailed feature sheet of your home that highlights its unique features.
- All offers will be presented to you promptly and negotiated with your best interests in mind. Negotiations will be kept moving in a timely manner to facilitate decision making that meets your objectives for selling.
- The conditions or subjects of your offer will be logged into my daily schedule to ensure that they are services in accordance with the time lines of the contract, and to deal with any objections in a timely manner.
- All deposits will be accepted only as bank drafts to avoid any chance of a non-sufficient funds cheque.

pricing your home

Attracting buyers is the name of the game, As a seller, you have two goals:

1. To get the most money possible
2. To sell as quickly as you can.

Be realistic. Price is the number one factor that most home buyers use in determining which homes to view. Although the price is set by you, the seller, the value of the home is determined by the buyer. Don't allow your enthusiasm to warp your judgment and lead to overpricing - a mistake you can't afford to make. Here are some factors to consider - recommended by experienced residential specialists - to help you sell your home.

What Affects Your Asking Price?

- Urgency. How quickly must you sell?
- Priced to Sell? Competition. Are there just a few or many homes available in your price category and area?
- Available Financing. Does your home come with an assumable loan that is below today's rate? What are the current home loan interest rates? What financing alternatives are available for your home and area?
- Competitive Market Analysis. Do you know what similar homes in the area sold for within the last six months?
- Expenses. What are your selling costs?

What Doesn't Affect Your Asking Price?

- Original Cost. Your price is determined by today's market.
- Investment in Improvements. Potential buyers will evaluate your home (i.e. wallpaper and carpet) and may include the costs to remove or replace in their offer.
- The Cost to Build Your Home Today. A replacement value is determined for insurance purposes only.
- Personal Attachment. Prudent buyers purchase based on their emotions, not yours.
- Neighbor's Claims. Don't listen to what your neighbors tell you is the fair market value for your home. Other homes in your neighborhood may not be as similar as you think. Also the terms accepted by both the buyer and seller greatly affect the sale price.

Source: remaxchay.com

INSIDE

- ❑ Floors - clean, excessive wear or damage, stain free, damaged tiles?
- ❑ Walls and Ceilings - Stains, fingerprints, chips, stains, cracks, wallpaper, inviting neutral colours, holes, popped nails.
- ❑ Doors - Scratches, dents, old hardware, creaky or stiff, scuffed.
- ❑ Windows - Clean on the inside and out, torn or damaged screens fixed or replaced, window sills repaired and painted, no cracks, storm windows in good repair.
- ❑ Coverings - Window and door coverings cleaned and pressed, no holes, rips or scratches, faded blinds or curtains replaced, pulls, cranks and other hardware working properly.
- ❑ Lighting and Plugs - All proper wattage bulbs, any burnt out bulbs replaced, any worn or old fixtures replaced, light plates and plug plates clean and unbroken, no exposed wiring, all switches and plugs working, GFCI plugs in bathroom, kitchen and anywhere water is present.
- ❑ Pet Areas - Clean and free of odour, toys and other pet related items away or tidy, backyard clean and free of any animal waste.
- ❑ Entryways and Hallways - Clean and free of debris, coats and shoes hung in closet (pack away mitts, hats, boots etc. if summer, keep only seasonally appropriate items), mats and or rugs clean, mirrors, shelving and storage clean.
- ❑ Closets and Storage Areas - Clean, organized, de-cluttered, not over crowded, shoes and boots organized, no excess junk (Put things into storage outside the home if you have too much).
- ❑ Kitchen - Scrub tiles, floors, cupboards and all surfaces, replace old or broken hardware, replace any old caulking, daily use appliances on the counters, fridge and other appliances clean inside and out, no leaks, all appliances and fixtures working properly, cupboards and pantry clean and organized.
- ❑ Bathrooms - Spotless, clean and organized, fresh towels, shower curtain clean, fresh soap, all plumbing working properly and leak free, no stains in the tub, sink or toilet, remove personal items from medicine cabinet, cabinets, shelves and storage neat and tidy, clutter free, caulking replaced where needed, toilet lids closed.
- ❑ Living Areas - Floors clean and stain, damage and excessive wear free, excess or large unnecessary furniture removed, furniture in good repair, shelves organized and cleaned, fragile and valuables removed or locked away, fireplace clean, personal photos taken down, plants watered and in good shape, fireplace in working condition

prepping for sale

OUTSIDE

- ☐ Siding clean and in good shape
- ☐ Windows clean, screens repaired or replaced, storm windows in good shape
- ☐ Eavestroughs and downspouts clean and in good repair
- ☐ Driveway clean, cracks and or surface fixed if required
- ☐ Driveway and pathways clean and clear of debris and dirt
- ☐ Gates working properly, no creaks, hardware working
- ☐ Fences, decks, docks all in good condition
- ☐ Lawn mowed, raked, trimmed, free of weeds
- ☐ Gardens neat and tidy, leaves and weed removed
- ☐ Trees, shrubs, hedges trimmed and in good condition
- ☐ No junk or scraps, old furniture etc laying around
- ☐ Toys, garden tools and equipment all put away and tidy
- ☐ No animal waste
- ☐ Firewood organized and stacked neatly
- ☐ Pools, hot tubs and pond clean and in good working condition
- ☐ Shutters and doors stained or painted
- ☐ Garage and or out buildings neat and tidy, free of junk and debris
- ☐ Inspect roof and make any repairs

Melissa Gervais

December 10

Thank you Erin so much for all the help and support you gave us this summer when buying our house.

Coming from out of province, it was great to work with someone we could trust and you helped make this stressful time more fun.

Judy Simpson

December 6

This fall my husband and I had the pleasure of working with our Re/Max Realtor, Erin Corcoran. We were so pleased with this recommendation as she helped us find our new home in Barrie. As we were moving from Bracebridge, we were only working with Erin as buyers. From the outset, Erin's guidance looking at homes was very helpful as she was able to quickly assess our wants and needs and show us homes which led to our ultimate choice. We always felt like Erin responded to our emails and text messages immediately which is very reassuring. When we inquired about a lawyer and also a home inspector in the area, Erin had names and contact information right away. Both of these individuals were excellent. After we moved in, Erin maintained contact checking to see how we settled in. We would definitely use Erin again, both buying and selling and would highly recommend her to others.

Craig Genys

March 28

Buying and selling in this market can be very stressful. Erin's incredible professionalism, communication and customer service skills are well above what I have previously experienced in this market and helped to mitigate the stress. I will definitely use Erin's services again and recommend her to anyone who asks.

Shawn and Kirsty Martinez

November 25

Erin made the process of selling our first home and buying a piece of property to build our second on, a pleasurable experience. She uncomplicated what seemed to be an overwhelmingly complicated process. When selling our home we were unsure of a lot of the technicalities of

testimonials...

the process- Erin made sure to explain to us from start to finish what everything meant and even brought her real estate dictionary for us (we clearly were rookies to the selling process). She made every meeting enjoyable. She always greeted us with a warm smile even when the driveway wasn't shoveled on those cold winter evenings. Erin worked around the clock to sell our home and find the perfect spot for our next home. The process of finding land that we were able to build on was quite complicated. Erin helped us so much throughout the entire process, she went above and beyond to research properties to see their history and never got discouraged when the property was "just not quite right for us". She really helped us from start to finish and were not sure we could have done it without her. We loved working with Erin and would definitely recommend her for anyone looking in the area. She knows the market very well and is willing to help you with any and everything real estate!

Amy Markle

January 28

Erin is a very personable and lovely Realtor. She will go above and beyond to help ease the stress of buying or selling your home. She is always sure to answer your questions and concerns. If she doesn't know the answer she will take all measures to find them out for you. I highly recommend Erin as a Realtor.

Scott McEachern

January 27

When shopping for our first home, Erin gave us lots of tips to navigate this new venture of ours. She always looks for ways to add value for those she works with. I highly recommend Erin.

Alex Borondy

January 27

Erin is an excellent agent that other Realtors can trust with their clients! I sent her a referral of a good friend of mine for an investment property and he was very pleased with his experience. Thank you Erin for taking care of him and helping him make a great investment! Looking forward to sending more business your way!

testimonials...

Denise Sindle

June 10

Erin Corcoran is full of energy and enthusiasm and knowledge. She is also passionate about her community, her city and all people. I highly recommend Erin as a real estate agent and advisor about all things Barrie. She's on a mission to make her world a better place, one person at a time. I would work with her in an instant and recommend her without hesitation!

Ryan Gilmour

January 15

Erin is a pay-it-forward, giving Realtor with a heart of gold and a bundle of creativity. Recently she spoke at one of our events and shared her passion for her work and unique marketing vision with 300+ colleagues. I would trust her with my business any day! Thank-you Erin

Sara Collins

January 27

Sweet, caring, attentive and reliable! Thank you for helping us with our search and finding us exactly what we wanted!

Natalie Bradbury

January 27

Erin's a gem! Agent with an amazing work ethic and heart of gold!

Wylie Ford

July 29

Erin is by far one of the most personable Real Estate Agents I have ever met and I enjoy working with her any chance I get.

Mike Caterer

January 29

She has a world of knowledge and is so devoted to the profession! Outstanding

appendix



seller net sheet

Date: _____
 Sellers: _____
 Address: _____
 Projected Sale Price: _____ Annual Taxes: _____
 First Mortgage Balance: _____ Interest Rate: _____
 Second Mortgage Balance: _____ Interest Rate: _____
 Approximate Gross Equity: _____ Projected Close Date: _____

ESTIMATE OF COSTS:

Listing Brokerage Commission Fees	\$ _____
Selling Brokerage Commission Fees	\$ _____
Tax on Commission	\$ _____
Legal Fees	\$ _____
Condominium Transfer Fees	\$ _____
Interest on First Mortgage Balance	\$ _____
Discharge Fee on First Mortgage	\$ _____
Interest on Second Mortgage Balance	\$ _____
Discharge Fee on Second Mortgage	\$ _____
Property Taxes Owning	\$ _____
Land Transfer Taxes	\$ _____
Home Inspection Fees	\$ _____
Appraisal Fees	\$ _____
Discount and Buy-Down Fees	\$ _____
Home Warranty Fees	\$ _____
Repairs	\$ _____
Other	\$ _____
ESTIMATED CLOSING COSTS:	\$ _____
Projected Sale Price	\$ _____
ESTIMATE OF NET EQUITY:	\$ _____

This estimate is based on the above protected sale price, type of financing, and projected close date. It has been prepared to help the Sellers determine their costs and proceeds. The Lender and Lawyer may vary in their charges. Expenses will also vary depending upon required repairs, differences in unpaid loan balances, liens, if any, and other items. Therefore, these figures cannot be guaranteed by the Brokerage or his/her Representatives. All estimates and information are from sources believed reliable, but not guaranteed.

plain language forms

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 ...

GENERAL USE: This Form is a contract between a Seller and a real estate company that gives the real estate company permission to act on the Seller's behalf when they offer their home for sale in the open market. A written agreement is necessary in order to secure commission and to ensure compliance with the REBBA Code of Ethics.

TOP SECTION OF THE AGREEMENT: The section at the top identifies the parties involved in the Agreement and sets the time frame for which the contract is valid. Ontario's governing body for real estate Salespeople, the Real Estate Council of Ontario (RECO), requires that the Seller(s) initial if the listing period extends beyond six months.

This is a Multiple Listing Service® Agreement



OR Exclusive Listing Agreement



BETWEEN:

BROKERAGE:

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

SELLER(S):(the "Seller")

In consideration of the Listing Brokerage listing the real property **for sale** known as.....

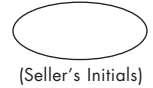
.....(the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,

commencing at 12:01 a.m. on the.....day of....., 20.....,

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

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if a MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act (2002), if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials. }



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

.....Dollars

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

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

1. DEFINITIONS AND INTERPRETATIONS: The following section defines who will be referred to as the Buyer and Seller for the remainder of the document.

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Listing Agreement ("Authority" or "Agreement"), "Seller" includes vendor, a "buyer" includes a purchaser, or a prospective purchaser and a "real estate board" includes a real estate association. 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. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

2. COMMISSION: The following section declares the total fee that the Seller has agreed to pay to the real estate company if they are successful in selling the property.

It also indicates a period of days after the expiry of the contract that the real estate company is entitled to their fee, if the Seller ends up selling the property privately to a Buyer who was introduced or shown to the property within the contract period. This is known as the "holdover period".

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):



2. COMMISSION: In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of.....% of the sale price of the Property or..... for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement **OR** such other terms and conditions as the Seller may accept. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on the Seller's behalf within..... days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement. The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property. Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission. All amounts set out as commission are to be paid plus applicable taxes on such commission.

3. REPRESENTATION: *The following section confirms that the Salesperson has explained the different types of agency relationships that may occur in a real estate transaction. It also authorizes the real estate company to co-operate with any other real estate companies to market the Seller's property, and breaks down the commission sharing structure between the parties.*

3. REPRESENTATION: The Seller acknowledges that the Listing Brokerage has provided the Seller with information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of.....% of the sale price of the Property or..... (indicate any incentive or +/- adjustment) out of the commission the Seller pays the Listing Brokerage.

The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage listing other properties that may be similar to the Seller's Property without any claim by the Seller of conflict of interest. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the property. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage, said commission to be disbursed in accordance with the Commission Trust Agreement.

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

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, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

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.

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.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

4. FINDERS FEES: *This provides consent for the Salesperson to accept any finders fee that a mortgage company may offer to them. It also states that this fee would be collected by the Salesperson in addition to the stated commission. It should be noted that a specific consent will be required at the time a finders fee arises.*

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

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):

5. **REFERRAL OF ENQUIRIES:** *The following section requires the Seller to work with the real estate company for the length of the contract and states that they must inform their Salesperson of any enquiry on the property that comes to the Seller. If they do not inform the Salesperson of an enquiry that results in a successful private sale of the property within the listing period or the holdover period, the set commission is still owed to the Salesperson.*
5. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
6. **MARKETING:** *In the following section, the Seller gives permission for the real estate company to place a "For Sale" and "Sold" sign on the property, and for the company to advertise it according to company policy. The Seller will not be held liable for the advertising efforts of the company.*
6. **MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
7. **WARRANTY:** *This confirms that the people signing this Agreement are all the individuals necessary to give authority to sell the property. The provision goes on to confirm the disclosure of third party claims such as easements, mortgages, encumbrances and so on.*
7. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
8. **INDEMNIFICATION AND INSURANCE:** *The following section provides that Salespeople cannot be held liable for the condition of the property or damages that may occur while prospective Buyers view the property.*
8. **INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and 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 or the accompanying data form. The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
9. **FAMILY LAW ACT:** *The following section states, in the form of a warranty, that if spousal consent was required, then the spouse has signed.*
9. **FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the Seller's spouse has executed the consent hereinafter provided.
10. **VERIFICATION OF INFORMATION:** *The following section gives the Salesperson the authority to obtain and use any reasonable information regarding the property to help market the property (i.e. mortgage details, tax information).*
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 following section gives Salespeople the right under the Privacy Act to use personal information provided to them by the Seller in order to assist in making the transaction happen. It also assures the Seller that this information will not be distributed to third parties (i.e. pool or moving companies).*
11. **USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the appropriate MLS® system(s), 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 appropriate MLS® system(s). 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 MLS® database is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the MLS® database to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical MLS® data and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and selling of real estate during the term of the listing and thereafter.

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):



Because of the Privacy Laws, Salespeople have to ask the Seller if the property is not sold, would the Seller give permission for other companies to call regarding the re-listing of the property after the expiry of this contract. Seller's initials are required.

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: *This states that heirs, estate trustees or any other party legally acting on behalf of the Seller must also abide by the terms of this Agreement.*

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 are other schedules (additional information) added to this Agreement by the parties involved that contain something specific that contradicts what is in the text of the Form, the information on the attachment supersedes what is on the Form.*

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, if necessary, may be sent via electronic means and still be binding on all parties.*

14. ELECTRONIC COMMUNICATION: This Listing 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. SCHEDULE(S): *If a specific Form or document has been added to this Agreement, it should be indicated here.*

15. SCHEDULE(S):and data form attached hereto form(s) part of this Agreement.

This section states that the listing company will market the property on behalf of the Seller and will endeavour to obtain an Offer acceptable to the Seller. The Saleperson must sign on behalf of the company.

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.

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

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

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

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

..... DATE.....
(Signature of Seller) (Seal)

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

..... DATE.....
(Spouse) (Seal)

The Declaration of Insurance is signed by the Salesperson stating that they carry insurance as required by the Real Estate and Business Brokers Act (REBBA).

DECLARATION OF INSURANCE

The broker/salesperson.....
(Name of Broker/Salesperson)

hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.

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

ACKNOWLEDGEMENT

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

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

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



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 ...

GENERAL USE: The Agreement of Purchase and Sale is the document that is used to state the Buyer's desire to purchase the property, and to negotiate the terms of the sale. It is commonly referred to as an "Offer". This document also allows the Buyer a chance to outline in detail all of the conditions they wish to be placed in their Offer to buy the Seller's property. Some common examples of a Buyer's conditions include arranging financing (a mortgage) for the property to be purchased, completing a home inspection, or ensuring that the sale of their current home is completed before purchasing a new one. After the Offer is prepared and signed by the Buyer, it is presented to the Seller for acceptance. The Seller, in turn, may want to make changes to the Offer for the Buyer to consider. This process can continue back and forth several times in an effort to reach an agreement.

This Agreement of Purchase and Sale dated this..... day of 20.....

BUYER,....., agrees to purchase from
(Full legal names of all Buyers)

SELLER,....., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address.....

fronting on the side of.....

in the

and having a frontage of more or less by a depth of..... more or less

and legally described as

..... (the "property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE:

Dollars (CDN\$).....

.....Dollars

DEPOSIT: The Buyer includes a deposit in the Offer to give it authenticity and to show their sincerity to the Seller. The deposit is considered part of the purchase price and is ultimately adjusted as a credit to the Buyer on closing.

DEPOSIT: Buyer submits
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

..... Dollars (CDN\$).....

by negotiable cheque payable to..... "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

SCHEDULE(S) A **attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** *The following section states the deadline that a person making an Offer gives the other party to accept their Offer. If the Offer is not accepted by the stated time, then the Offer is over and no longer binding on any of the parties in the transaction.*

1. **IRREVOCABILITY:** This offer shall be irrevocable by until a.m./p.m. on
(Seller/Buyer)
the day of 20, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** *This is the date that the transaction is scheduled to be completed and unless stated otherwise, somewhere else in the Agreement, the property is to be vacant. This date is not to be on the weekend or a statutory holiday.*

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the day of 20 Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

3. **NOTICES:** *In order to accomplish the terms of an agreement, various notices need to be given. This paragraph sets out the different options available in order to effect notice.*

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: FAX No.:
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

Email Address: Email Address:
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** *The following section allows the Buyer to list all additional items separate from the property that they wish to be included in their purchase. Examples to be listed here include appliances such as 'Moffat white stove' or 'Hotpoint white refrigerator' perhaps with serial numbers. The Seller must agree with items included before signing the Offer. The guide to follow is "when in doubt spell it out". Clear descriptions of what is expected to remain in or on the property are recommended.*

4. **CHATELS INCLUDED:**.....
.....
.....
.....
.....
.....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 



5. **FIXTURES EXCLUDED:** *The following section lists any fixtures that are attached to the property that the Buyer and the Seller have agreed will not be included in the deal, i.e. a chandelier in the dining room, a mirror attached to wall in the front hallway. The same rule applies here as for chattels included. Specific details of the items that the Seller wishes to remove on closing should be set out.*

5. **FIXTURES EXCLUDED:**.....
.....
.....
.....
.....

6. **RENTAL ITEMS:** *The following section deals with items that are not included in the purchase price because they are currently being rented. An example is a hot water tank that is being rented from a utility company. Other examples but by no means a complete list are alarm systems, furnaces, water softeners, air conditioners are but a few. Care should be taken to ensure that all the rental items are detailed here.*

6. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
.....
.....

7. **HST:** *The following section states how HST is to be treated, if HST is to be paid.*

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be the Purchase Price. If the sale of the property is not subject to HST,
(included in/in addition to)
Seller agrees to certify on or before closing, that the sale of the property is not subject to HST.
Any HST on chattels, if applicable, is not included in the Purchase Price.

8. **TITLE SEARCH:** *The following section provides the times for the Buyer's lawyer to do the necessary searches and checks on the property. These will likely include matters such as checking the title to ensure that the Buyer is going to obtain good title and that there are no outstanding work orders.*

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the..... day of....., 20....., (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use(.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** *The Buyer is being told the only use the Buyer can insist upon is the use set out in the Agreement. If the Agreement states that it is a single family home, there is no guarantee that in five years they can operate a business from the premises.*

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



10. **TITLE:** *This paragraph provides that the Buyer is entitled to good title but must accept the title subject to any easements for the supply of telephone services, electricity, gas, sewers, water, television cable facilities and other related services. Further the Buyer has to accept the title subject to any restrictive covenants as long as they are complied with. Finally if there are any municipal agreements, zoning bylaws or utility or service contracts, the Buyer must assume them.*

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** *If the transaction is to be completed electronically, the following paragraph sets out how the closing is to proceed.*

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** *The following paragraph states that the Seller will give the Buyer any documents they have, while the Buyer cannot ask for documents that the Seller doesn't have. When there is a mortgage on the property in favour of a bank, trust company, insurance company, credit union or Caisse Populaire, in most instances a discharge is not available for registration on closing. This paragraph sets out the procedure for dealing with these matters. A mortgage other than those set out above must be paid out and discharged on closing.*

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



13. **INSPECTION:** *The following paragraph makes it known that the Buyer has had the opportunity to do a personal inspection of the property they are purchasing. The Buyer also acknowledges that, unless it is stated in the body of the offer, the Buyer declined the opportunity to have a professional home inspection completed on the property.*
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** *The following clause states that the Seller must take care of the property until closing and is responsible to maintain fire insurance policies, if any, on the property until closing. If there is a fire before closing, the Buyer has two choices: they can either not buy the property or they can have insurance money paid to them and take the property as it is.*
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** *The following paragraph states that the Agreement is subject to compliance with the Planning Act. This statute govern things like severance.*
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** *This spells out that the Buyer will take responsibility to pay for the preparation of their own mortgages and the Land Transfer Tax Affidavit. The Seller, meanwhile, is responsible for preparing a Deed to transfer at the Seller's expense.*
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** *The following paragraph deals with the issue of the Seller's residency in Canada. It ensures that the Seller is a resident of Canada, or if they are a non-resident, that they have paid any taxes owed payable under the non-residency provisions of the Income Tax Act.*
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** *The following section states that certain charges applicable to the property such as property taxes or utilities will be adjusted on the completion day. The Buyer will assume responsibility beginning on the day of the completion of the sale.*
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** *The property may be re-evaluated on an annual basis. Buyer and Seller agree that change may take place and salespeople can not be held responsible for any changes.*
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



20. **TIME LIMITS:** *All deadlines must be met according to the dates and times stated in this Agreement.*

20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

21. **TENDER:** *In order to demonstrate that a party is ready, willing and able to complete a transaction, a party must produce certain items. For the Buyer it is generally money, for the Seller it will include things like a Transfer/Deed and keys. This paragraph sets out how each party performs their side.*

21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

22. **FAMILY LAW ACT:** *The following section states that no spouse has a claim to this property other than a spouse who consented to the contract in the signature area set aside for that purpose.*

22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.

23. **UFFI:** *The Seller warrants that while living on the property they have not used insulation containing ureaformaldehyde. Further, the Seller is not aware of that kind of insulation ever having been used on the property.*

23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE :** *Any advice given by the Brokerage in regards to these conditions is not to be considered an expert opinion, if these factors impact the transaction or property valuation; seek the advice of an independent professional.*

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

25. **CONSUMER REPORTS:** *The following section notifies the Buyer that a personal or credit check may be obtained on the Buyer.*

25. **CONSUMER REPORTS:** **The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

26. **AGREEMENT IN WRITING:** *If there is any conflict or discrepancy between the pre-set portion of the Form and any provision added, then the added provision will supersede the pre-set portion. The following paragraph also confirms that no other agreements have been made other than what is contained in this Agreement.*

26. **AGREEMENT IN WRITING:** If there is 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 Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

27. **TIME AND DATE:** *Any time and date stated on this Agreement are based on the time where the property is located.*

27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

28. **SUCCESSORS AND ASSIGNS:** *In the event one of the parties to the Agreement dies, their heirs or executors are bound by the Agreement.*

28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Buyer) DATE.....
(Seal)
(Witness) (Buyer) DATE.....
(Seal)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Seller) DATE.....
(Seal)
(Witness) (Seller) DATE.....
(Seal)

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) DATE.....
(Seal)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at.....a.m./p.m. this.....day of....., 20.....

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage..... Tel.No.(.....)

Co-op/Buyer Brokerage..... Tel.No.(.....)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE.....
(Seller)

..... DATE.....
(Seller)

Address for Service.....
..... Tel.No.(.....)

Seller's Lawyer.....

Address.....

(.....)..... (.....).....
Tel.No. FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE.....
(Buyer)

..... DATE.....
(Buyer)

Address for Service.....
..... Tel.No.(.....)

Buyer's Lawyer.....

Address.....

(.....)..... (.....).....
Tel.No. FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

.....
(Authorized to bind the Listing Brokerage)

.....
(Authorized to bind the Co-operating Brokerage)



This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER,....., and

SELLER,.....

for the purchase and sale of

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

Buyer agrees to pay the balance as follows:

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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 ...

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:

For the transaction on the property known as:

For the purposes of this Confirmation of Co-operation and Representation, "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to 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 Real Estate and Business Brokers Act that governs practitioners requires them to declare in writing to all Buyers and Sellers that they are insured.

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, 2002 (REBBA 2002) and Regulations.

1. LISTING BROKERAGE

a) The following option indicates that the Seller is being represented by a Salesperson from the Listing Company and the Buyer is a Customer.

- a) ☐ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.

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) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, 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.

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

.....
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.....
.....

2. The following option is used only when a Buyer requests a Salesperson from the real estate company to represent them in the process of purchasing a property that is not listed for sale.

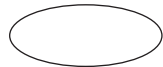
2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

- ☐ 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 Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

.....
.....
.....
.....

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



LISTING BROKERAGE



CO-OPERATING/BUYER BROKERAGE



SELLER



BUYER

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

CO-OPERATING BROKERAGE- REPRESENTATION:

a) This option indicates that the Buyer is being represented by the Co-operating company.

- a) ☐ The Co-operating Brokerage represents the interests of the Buyer in this transaction.

b) This option indicates that the Buyer is not being represented by the Co-operating company.

- b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.

c) This option indicates that the Buyer is neither a client nor a customer.

- c) ☐ The Co-operating Brokerage is not representing or providing Customer Service to the Buyer in this transaction.

CO-OPERATING BROKERAGE- COMMISSION:

a) This option indicates that the Listing company will pay the Buyer's company a commission as stated on the MLS® System.

- a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
..... from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)

a) This option allows the Co-operating company to indicate that the Seller is paying the commission as outlined on Form 202 or any other commission arrangements.

- b) ☐ The Co-operating Brokerage will be paid as follows:

.....
.....
.....

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

.....
.....
.....

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



COMMISSION TRUST AGREEMENT: The following area is for the Salespeople to use, regarding which trust accounts the commissions for the transaction will be paid from.

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

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

The Seller/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:.....





RE/MAX

RE/MAX Chay Realty Inc. Brokerage
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