

Seller Self-Represented Party Acknowledgement and Consent

Form 216

for use in the Province of Ontario

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

This Self-Represented Party Acknowledgement and Consent Form is in addition to the prescribed and required Trust in Real Estate Services Act, 2002 Self-Represented Party form that is prepared by and available from the Real Estate Council of Ontario (RECO).

BROKERAGE:

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


SELLER: (the "Seller")

.....

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

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

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


(Seller's Initials)

- 1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Form:
"Seller" includes vendor, and "Buyer" includes a purchaser, or a prospective purchaser. "Self-represented assistance" shall mean assistance provided to a self-represented party. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised. For purposes of this Form, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property. This Form shall be read with all changes of gender or number required by the context.
- 2. REPRESENTATION AND ASSISTANCE TO A SELF-REPRESENTED PARTY:** The Seller acknowledges that the Brokerage has provided the Seller with written information explaining relationships, including information on Seller Representation, Sub-Agency, Buyer Representation, Multiple Representation and Self-Represented Party assistance. The Seller acknowledges that the Brokerage will be providing assistance to the Seller, as a service to a buyer client, and will not be representing the interests of the Seller in a transaction.
The Brokerage will be providing services and representing the interests of a buyer client in any transaction. When the Brokerage is representing a buyer as a client, the Brokerage's primary duties are to protect and promote the interests of the buyer client. The Brokerage will disclose all pertinent information to a buyer client obtained from or about the Seller.
Even though the Brokerage's primary duties may be to a buyer, the Brokerage may provide assistance to the Self-Represented Party Seller. When providing assistance to the Self-Represented Party Seller, the Brokerage assistance includes:
 - the **Ethical** duty to deal fairly, honestly and with integrity;
 - the **Legal** duty to exercise due care when answering questions and providing information; and
 - the **Legal** duty to avoid misrepresentation.
 The Seller understands and acknowledges that the Brokerage also provides representation to other sellers and buyers and potential assistance to other self-represented party sellers and buyers.
If the Brokerage represents or provides self-represented assistance to more than one seller or buyer for the same trade, the Brokerage shall, in writing, at the earliest practicable opportunity and prior to any offer being submitted or conveyed, inform all sellers and buyers of the nature of the Brokerage's relationship to each seller and buyer.
- 3. PROFESSIONAL ADVICE:** The Seller acknowledges the Brokerage has recommended the Seller seek independent professional advice and any information provided by the Brokerage to the Seller is not to be relied upon as legal, tax, environmental or other advice. The Seller is not to rely on the Broker's or Salesperson's skill or judgment in respect of a trade in real estate.
- 4. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring and caused by the Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Brokerage's gross negligence or wilful act. The Seller will indemnify and save harmless the Brokerage and representatives of the Brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of any commission payable, caused or contributed to by the breach of any warranty or representation made by the Seller in this Form. The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or Property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers for and against any claims against the Brokerage made by anyone who attends or visits the Property.
- 5. VERIFICATION OF INFORMATION:** The Seller authorizes the Brokerage, on behalf of a buyer client, to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller will execute and deliver such further authorizations in this regard as may be reasonably required.

INITIALS OF BROKERAGE: 

INITIALS OF SELLER(S): 

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

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

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

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

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

(Spouse)	● (Seal)	(Date)	(Tel. No.)
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DECLARATION OF INSURANCE

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

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

ACKNOWLEDGEMENT

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

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