

Buyer Self-Represented Party Acknowledgement and Consent

Form 311

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.

BUYER: (the "Buyer")
.....

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

The Brokerage will provide assistance to the Buyer as a self-represented party for the purchase of a seller client's property and the Buyer acknowledges and consents to the terms as stated in this Form.

The Buyer hereby warrants that the Buyer is not a party to a representation agreement with any registered real estate brokerage for the purchase of a real property.

.....
(Buyer's Initials)

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Form:
"Buyer" includes purchaser, and "seller" includes a vendor, or a prospective vendor. "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 Buyer acknowledges that the Brokerage has provided the Buyer with written information explaining relationships, including information on Buyer Representation, Sub-Agency, Seller Representation, Multiple Representation and Self-Represented Party assistance. The Buyer acknowledges that the Brokerage will be providing assistance to the Buyer, as a service to a seller client, and will not be representing the interests of the Buyer in a transaction.
The Brokerage will be providing services and representing the interests of a seller client in any transaction. When the Brokerage is representing a seller as a client, the Brokerage's primary duties are to protect and promote the interests of the seller client. The Brokerage will disclose all pertinent information to a seller client obtained from or about the Buyer.

Even though the Brokerage's primary duties may be to a seller, the Brokerage may provide assistance to the Self-Represented Party Buyer. When providing assistance to the Self-Represented Party Buyer, 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 Buyer understands and acknowledges that the Brokerage also provides representation to other buyers and sellers and potential assistance to other self-represented party buyers and sellers.

If the Brokerage represents or provides self-represented assistance to more than one buyer or seller 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 buyers and sellers of the nature of the Brokerage's relationship to each buyer and seller.

3. PROFESSIONAL ADVICE: The Buyer acknowledges the Brokerage has recommended the Buyer seek independent professional advice and any information provided by the Brokerage to the Buyer is not to be relied upon as legal, tax, environmental or other advice. The Buyer 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 Buyer 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 Buyer in this Form.

5. USE AND DISTRIBUTION OF INFORMATION: The Buyer acknowledges and consents that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes and for such other use of the information as the Brokerage and/or board deems appropriate in connection with the listing, marketing and selling of real estate, including conducting comparative market analyses.

The Buyer acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

INITIALS OF BROKERAGE:

INITIALS OF BUYER(S):

- 6. **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 Buyer and the Brokerage. There is no representation, warranty, collateral agreement, or condition which affects this Form other than as expressed herein.
- 7. **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 Buyer by electronic means shall be deemed to confirm the Buyer has retained a true copy of the Form.
- 8. **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.
- 9. **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 Buyer)	● (Seal) (Date) (Tel. No.)
..... (Signature of Buyer)	● (Seal) (Date) (Tel. No.)

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

..... (Signature of Buyer) (Date)
..... (Signature of Buyer) (Date)