

# Confirmation of Co-operation and Representation Buyer/Seller

**BUYER:** .....

**SELLER:** .....

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

**DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

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

**DECLARATION OF INSURANCE:** The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Trust in Real Estate Services Act, 2002 (TRESA).

**1. LISTING BROKERAGE (Single Representation)**

- a)  The Listing Brokerage or a Designated Representative of the Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
  - 1)  Neither the Listing Brokerage nor a Designated Representative of the Listing Brokerage is representing the Buyer and has not entered into a representation agreement with the Buyer.
  - 2)  The Listing Brokerage or a Designated Representative of the Listing Brokerage is providing assistance to the Buyer and the Buyer is a self-represented party. Form 311 AND Information and Disclosure to Self-Represented Party is required for this option
  - 3)  The Seller client and Buyer client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.

**2. LISTING BROKERAGE (Multiple Representation)** If either a) or b) has been checked, both clients need to sign Form 325 & 326

- a)  The Listing Brokerage has entered into Representation Agreement with the Buyer and there is Multiple Representation.
- b)  The Designated Representative who represents the Seller also represents the Buyer and there is Multiple Representation.

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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**3. PROPERTY SOLD BY BUYER BROKERAGE**

- a)  The Brokerage or a Designated Representative of the Brokerage represents the Buyer and the Brokerage will be paid by the Buyer directly.

**4. CO-OPERATING BROKERAGE**

**a) CO-OPERATING BROKERAGE – REPRESENTATION:**

- 1)  The Co-operating Brokerage or a Designated Representative of the Co-operating Brokerage represents the interest of the Buyer in this transaction.

**b) CO-OPERATING BROKERAGE – COMMISSION:**

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

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

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

.....

**BUYER**

.....


**CO-OPERATING/BUYER BROKERAGE**

.....

**SELLER**

.....

**LISTING BROKERAGE**

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

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

<b>CONSENT FOR MULTIPLE REPRESENTATION</b>	
<p>The Buyer and Seller confirm that they have previously consented to Multiple Representation.          The Buyer and Seller consent with their initials Multiple Representation for this transaction.</p>	
 <b>INITIALS OF BUYER(S)</b>	 <b>INITIALS OF SELLER(S)</b>

**ACKNOWLEDGEMENT**

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

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