

Multiple Representation, Buyer Acknowledgement & Consent Disclosure

BUYER: (the "Buyer")

BROKERAGE: (the "Listing Brokerage")

REAL PROPERTY: (the "Property")

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Acknowledgement: "Buyer" includes purchaser, tenant and lessee or a prospective Buyer, purchaser, tenant and lessee, a "seller" includes a vendor, landlord and lessor or a prospective seller, vendor, landlord and lessor 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, and a lease includes any rental agreement, sub-lease or renewal of a lease. This Acknowledgement shall be read with all changes of gender or number required by the context.


(Buyer's Initials)

MULTIPLE REPRESENTATION: The Buyer hereby acknowledges that the Brokerage may be entering into or proposes to enter into seller representation agreements with sellers who may be interested in selling a property that is of interest to the Buyer and requires the Buyer's consent to represent more than one client in the same trade. In the event that the Brokerage has entered into or enters into a seller representation agreement with a prospective seller of a property of interest to the Buyer, the Brokerage requires the Buyer's written consent to represent both the Buyer and the seller for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase being submitted or conveyed.


The Buyer understands and acknowledges that the Brokerage must be impartial when representing both the Buyer and the seller and equally protect the interests of the Buyer and seller. The Buyer understands and acknowledges that when representing both the Buyer and the seller, the Brokerage shall have a duty of full disclosure to both the Buyer and seller.

However, the Buyer further understands and acknowledges that the Brokerage shall not disclose:


- that the Buyer may or will pay more than the listed price, unless otherwise instructed in writing by the Buyer;
- that the seller may or will accept less than the offered price, unless otherwise instructed in writing by the seller;
- the motivation of or personal information about the Buyer or seller, 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 Brokerage shall not disclose to the seller the terms of any other offer by the Buyer.

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.

The Brokerage shall not be appointed or authorized to be agent for either the Seller or the buyer for the purpose of giving and receiving notices where the Brokerage represents both the Buyer and the seller (multiple representation).


(Buyer's Initials)

MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION: The Buyer hereby acknowledges that the Brokerage may be entering into or proposes to enter into seller representation agreements with sellers who may have a property that is of interest to the Buyer where the designated representative represents both the Buyer and the seller and requires the Buyer's written consent to represent more than one client in the same trade. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the buyer and the seller client is as more particularly set out in the agreement with the respective buyer or seller.


(Buyer's Initials)

MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION AND BROKERAGE REPRESENTATION: The Buyer hereby acknowledges that the Brokerage may be entering into or proposes to enter into seller representation agreements with sellers who may be interested in selling a property that is of interest to the Buyer where the designated representative represents the Buyer and the Brokerage represents the seller or where the Brokerage represents the Buyer and the designated representative represents the Seller and requires the Buyer's written consent to represent more than one client in the same trade. In the event of multiple representation and designated representation and brokerage representation, the Brokerage duty of disclosure to both the Buyer and the seller client is as more particularly set out in the agreement with the respective Buyer or seller.

COMMENTS:

CONSENT FOR MULTIPLE REPRESENTATION

With their initials the Buyer consents to the Brokerage or designated representative representing more than one client in the same transaction.


INITIALS OF BUYER(S)


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

THIS MULTIPLE REPRESENTATION, BUYER ACKNOWLEDGEMENT & CONSENT DISCLOSURE FORM HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS MULTIPLE REPRESENTATION, BUYER ACKNOWLEDGEMENT & CONSENT DISCLOSURE FORM.

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

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

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

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