

Multiple Representation, Seller Acknowledgement & Consent Disclosure

SELLER: (the "Seller")

BROKERAGE: (the "Listing Brokerage")

REAL PROPERTY: (the "Property")

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Acknowledgement: "Seller" includes vendor, landlord and lessor or a prospective Seller, vendor, landlord and lessor, a "buyer" includes purchaser, tenant and lessee or a prospective buyer, purchaser, tenant, and lessee 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.


(Seller's Initials)

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into or proposes to enter into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property and requires the Seller's consent to represent more than one client in the same trade. 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 Brokerage requires 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 conveyed.

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.

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, unless otherwise directed in writing by the Seller.

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 Seller and the buyer (multiple representation).


(Seller's Initials)

MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into or proposes to enter into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property where the designated representative represents both Seller and buyer and requires the Seller'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 Seller and buyer client is as more particularly set out in the agreement with the respective Seller or buyer.


(Seller's Initials)

MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION AND BROKERAGE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into or proposes to enter into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property where the designated representative represents the Seller and the Brokerage represents the buyer or where the Brokerage represents the Seller and the designated representative represents the buyer and requires the Seller'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 Seller and the buyer client is as more particularly set out in the agreement with the respective Seller or buyer.

COMMENTS:

CONSENT FOR MULTIPLE REPRESENTATION

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



INITIALS OF SELLER(S)


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

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

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

..... (Signature of Seller) (Seal) (Date)

..... (Signature of Seller) (Seal) (Date)

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