

**Form 320** for use in the Province of Ontario

Confirmation of Co-operation	on
and Representation	
Buyer/Seller	

BUYER:									
SELLER:									
	For the transaction on the property known as:								
"Sel pros	<b>DEFINITIONS AND INTERPRETATIONS:</b> 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 in th	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.								
<b>DEC</b> requ	LAR ired	ATION by the	N OF INS Trust in Re	SURANCE: eal Estate Se	The undersigned sale rvices Act, 2002 (TRE	sperson/broker re SA).	presentative(s)	of the Brokero	ge(s) hereby declare that he/she is insured as
1.	LIST	ING I	BROKERA	AGE					
	a)		The Listin	ng Brokerag	e represents the intere	ests of the Seller in t	this transaction	. It is further ur	nderstood and agreed that:
			1)						agreement with the Buyer to provide service. leted by Co-operating Brokerage)
			2)	The Listing	Brokerage is providi	ng assistance to the	Buyer and the	Buyer is a sel	f-represented party.
	<b>b</b> )	MULTIPLE REPRESENTATION: The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equation the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and However, 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 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 However, it is understood that factual market information about comparable properties and information known to the Listing concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own concerning the properties and the Buyer to assist them to come to the pr						rokerage must be impartial and equally protect of full disclosure to both the Seller and the Buyer.  If in writing by the Seller; Instructed in writing by the party to which the or unethical practice; In the seller is so therwise directed in writing by the Seller. In dinformation known to the Listing Brokerage	
	c) MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION: The Listing Brokerage is representing both and the Buyer, where one or both the Seller and Buyer are receiving limited services and representation the Listing Brokerage shall have of services and representation and disclosure to one or both the Seller and the Buyer, as more particularly set out in the agreement respective Seller or Buyer.							isting Brokerage is representing both the Seller esentation the Listing Brokerage shall have a duty ore particularly set out in the agreement with the	
d) MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION: Where the designated representative of the Brokerage, multiple representation will not result unless the than one client in the same trade.						e Seller and the Buyer are represented by a hat designated representative represents more			
The Listing Brokerage designated representative(s) represents more than one client in the same representation and the duty of disclosure to both the Seller and the Buyer client is as more particular with the respective Seller and Buyer.						client in the same trade resulting in multiple is as more particularly set out in the agreement			
			2)	The Seller brokerage	client and Buyer cl and there is no multi	ient are each sep ole representation.	arately repres	ented by diffe	erent designated representatives of the same
			3)	The desigr Seller clier		) is providing repre	esentation to th	e Seller client	and the Brokerage is providing services to the
Add	itiono	al comi	ments and	or disclosu	res by Listing Brokera	ge: (e.g., The Listin	g Brokerage r	epresents more	than one Buyer offering on this property.)
	INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)								
				$\supset$					
			BUYER	-	CO-OPERATING/BU	JYER BROKERAGE	!	SELLER	LISTING BROKERAGE

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2.	PRC	OPERT		Y BUYER BRO								
	a)			•	,	<b>e</b> Brokerage will be	paid;					
			_	by the Buyer dir	•							
		_	2) b	by the Seller in a	accordance with	a Seller Limited Se	rvices Representa	ition Agreement.				
	b)		of the Seller Seller and t	MULTIPLE REPRESENTATION: The Brokerage has entered into a Limited Client Agreement with the Seller and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Brokerage has a duty of full disclosure to both the Buyer and the Seller. However, the Brokerage shall not disclose:								
			<ul> <li>that th</li> <li>that th</li> <li>the modinform</li> <li>the pri</li> </ul>	ne Seller may or ne Buyer may or otivation of or p nation applies o ice the Buyer sh	will accept less will pay more the personal informater unless failure to aculd offer or the	tion about the Selle o disclose would co price the Seller sh	e, unless otherwi er or Buyer, unless onstitute fraudulen ould accept; and	se instructed in w s otherwise instru t, unlawful or une	riting by the Buyer; cted in writing by the party to thical practice;			
			However, it	t is understood	that factual mark	ket information abo	out comparable p	roperties and inf	directed in writing by the Seller ormation known to the Listing E m to come to their own conclus	Brokerage		
	c)		the Buyer, v services an	where one or b	oth the Seller an n and disclosure	d Buyer are receiv	ing limited servic	es and represent	rage is representing both the Station the Brokerage shall have articularly set out in the agree	a duty of		
	d)		designated	representative lient in the same	of the Brokerage	<b>ESIGNATED REP</b> e, multiple represer	RESENTATION: ntation will not re	Where the Buy sult unless that de	er and the Seller are represer esignated representative repres	nted by a ents more		
				one client in the	e same trade re:	d and acknowledg sulting in multiple the agreement with	representation ar	nd the duty of di	d representative(s) represents r sclosure to both Buyer and Se	nore than eller client		
			2)	The Buyer clien prokerage and t	t and Seller clic here is no multip	ent are each sepo le representation.	arately represente	ed by different o	designated representatives of	the same		
			3)	The designated Buyer client.	representative(s)	is providing repre	sentation to the B	uyer client and th	ne Brokerage is providing servi	ces to the		
 3.	 Со-	opero	ating Broke	erage comple	etes Section 3	and Listing Brol	cerage comple	tes Section 1.				
	a)				ERAGE - REPR							
			2) T	he Co-operatin	a Brokerage, <b>wh</b>	resents the interests t <b>o has a Seller Limi</b> t represented party i	ed Services Repre	esentation Agreer	nent with Seller client, is provid	ling		
	b)				ERAGE - COM							
			1) T	The Listing Broke	erage will pay the	e Co-operating Brol	_		d in the MLS® information for the paid by the Seller to the Listing B			
			•••••	(Commission	As Indicated In MLS	S <sup>®</sup> Information)	Io be paid	moni ine amouni j	odid by the Seller to the Listing b	iokeiuge.		
			2) T	The Co-operating	g Brokerage will	be paid as follows	:					
Addi 	tiona	l comm	nents and/or	disclosures by C	o-operating Broke	erage: (e.g., The Co	operating Brokera	ge represents mor	e than one Buyer offering on this	property.)		
			IN	NITIALS OF BU	JYER(S)/SELLEI	R(S)/BROKERAG	E REPRESENTA	TIVE(S) (Where	applicable)			
			DIIVED	<b>60</b>	ODED ATING /PLI	VED DDOVEDAGE	CELL	ED	LISTING PROVEDAGE			

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 3 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 Cooperating 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 Bro	kerage)	(Name of Listing Brokerage)			
Tel.:	Fax:	Tel.: Fax:			
(Authorized to bind the Co-operat	ing/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)			
	LE REPRESENTATION (To be completed only	v if the Brokerage represents more than on	e client for the transaction)		
The Buyer and Seller conserved representing more than one	nt with their initials to their Brokerage e client for this transaction.	INITIALS OF BUYER(S)	INITIALS OF SELLER(S)		
	ACKNOW	LEDGEMENT			
I have received, read, and un	derstand the above information.				
(Signature of Buyer)	(Date)	(Signature of Seller)	(Date)		
(Signature of Buyer)	(Date)	(Signature of Seller)	(Date)		