

Form 324

for use in the Province of Ontario

Confirmation of Co-operation and Representation Tenant/Landlord

ΓΕΝ	IANT	:										
LAN	NDLO	RD:										
or t	the le	ase of	the premi	ses known as:	:							
'Lan a pr Com	ndlord rosped nmissi	l" inclu ctive to on sho	udes a less enant, less all be deer	sor, seller or v see, buyer or med to include	rendor, or a p purchaser and e other remund	rospective la d "lease" inc eration.	ndlord or lesso ludes a sale, c	or, seller or ven and "Agreemei		t" includes a lessee, udes an Agreement	buyer or purchaser o of Purchase and Sale	
The n th	follov e trai	ving in nsactio	formation on, the bro	is confirmed l kerages agree	by the undersi e to co-operat	gned salespe e, in conside	erson/broker re ration of, and o	epresentatives on the terms ar	of the Brokerage ad conditions as	e(s). If a Co-operating set out below.	g Brokerage is involved	l
DEC requ	LAR pired	ATION by the	N OF INS Trust in Re	SURANCE: Theal Estate Serv	he undersigne vices Act, 2002	ed salesperso 2 (TRESA).	on/broker repre	esentative(s) of	the Brokerage(s) hereby declare the	at he/she is insured a	į
1.	LIST	ING I	BROKER	AGE								
	a)		The Listin	ng Brokerage	represents the	interests of t	he Landlord in	this transaction	n. It is further un	derstood and agree	d that:	
			1)							reement with the Ten ed by Co-operating I	ant to provide service. Brokerage)	
			2)	The Listing B	brokerage is p	roviding assi	stance to the Te	enant and the ⁻	Tenant is a self-re	epresented party.		
	b)		the intereprotect the and the T However that that the the the the	ests of the Lanne interests of the Interests of the Listing B the Landlord the Landlord motivation of information a price the tena Listing Brokers	Idlord and the the Landlord a rokerage shal may or will pay or personal in pplies or unle int should offeage shall not complete the control of the control o	e Tenant, with and the Tenan I not disclose ccept less the more than the nformation a ss failure to come or or the price disclose to the	n their consent, t in this transaces: an the listed price bout the Landle disclose would be the Landlord see the control the ter	for this transa tion. The Listing tice, unless other e, unless otherv constitute frauc should accept; ms of any othe	ction. The Listing Brokerage has erwise instructed instructed in unless otherwise dulent, unlawful and r offer, unless others	g Brokerage must be a duty of full disclosi in writing by the La writing by the tena instructed in writing or unethical practice herwise directed in v	int; g by the party to which	/ H
				• .	·						their own conclusions.	
	c)		Landlord have a du	and the Tenan	t, where one o and representa	r both the Lan ition and discl	idlord and Tena	nt are receiving	limited services	and representation th	representing both the e Listing Brokerage shal set out in the agreemen	
	d)		designat	PLE REPRESE ted representa e client in the s	itive of the Bro	ND DESIGN okerage, mul	NATED REPRE tiple represent	SENTATION: ation will not re	Where the Lan esult unless that	dlord and the Tenan designated represei	nt are represented by contative represents more	ļ
			1)	representati	on and the d	uty of disclo	presentative(s) sure to both the d and Tenant.	represents mor ne Landlord ar	e than one clie nd the Tenant c	ent in the same trac lient is as more par	de resulting in multiple rticularly set out in the	<u>;</u>
			2)		d client and			arately represe	ented by differe	nt designated repre	sentatives of the same	;
			3)	The designa Landlord clie		ative(s) is pro	viding represer	ntation to the Lo	andlord client an	d the Brokerage is p	roviding services to the	;
Add	itionc	al comi	ments and	l/or disclosure	es by Listing Bi	rokerage: (e.	g., The Listing	Brokerage rep	resents more tha	ın one Tenant offerin	g on this property.)	
	INITIALS OF TENANT(S)/LANDLORD(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)											
				\supset)					
			TENANT		CO-OPERATIN	IG/TENANT	BROKERAGE	LAN	DLORD	LISTING	BROKERAGE	

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2.	PRC	OPERT	Y LEASED BY T	ENANT BROKERAGE					
	a)		The Brokerage r	epresents the Tenant and	the Brokerage will be	paid;			
			1) by the	e Tenant directly					
			2) by the	Landlord in accordance	with a Landlord Limited	Services Representation A	greement.		
	b)		of the Landlord of the Landlord and However, the Br • that the Lar • that the Ter • the motivat the informa • the price th • the Brokera However, it is u	and the Tenant, with their d the Tenant in this transc okerage shall not disclos adlord may or will acceptant may or will pay morion of or personal information applies or unless faite Tenant should offer or age shall not disclose to the derstood that factual materials.	consent, for this transaction. The Brokerage he: t less than the listed price than the offered price nation about the Landloo the price the price the Landlord set the Landlord	ction. The Brokerage must be as a duty of full disclosure to the unless otherwise instructed to a constitute fraudulent, unlawf thould accept; and any other offer, unless otherwing comparable properties and	ise instructed in writing by the party to which		
	c)		the Tenant, wher services and rep	PRESENTATION AND L re one or both the Landlor presentation and disclosur andlord or Tenant.	IMITED SERVICES RE d and Tenant are receiv re to one or both the La	PRESENTATION: The Bro ing limited services and rep ndlord and the Tenant, as m	kerage is representing both the Landlord and resentation the Brokerage shall have a duty of nore particularly set out in the agreement with		
	d)		MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION: Where the Tenant and the Landlord are represented by a designated representative of the Brokerage, multiple representation will not result unless that designated representative represents more than one client in the same trade.						
			1) The Te one cl	enant and Landlord unde lient in the same trade re ore particularly set out in	rstand and acknowledg sulting in multiple repre the agreement with the	es that the Brokerage design sentation and the duty of di respective Tenant and Land	gnated representative(s) represents more than sclosure to both Tenant and Landlord client is lord.		
			2) The Te broke	enant client and Landlor rage and there is no mul	d client are each sepo tiple representation.	rately represented by diffe	rent designated representatives of the same		
				esignated representative(t client.	(s) is providing represer	tation to the Tenant client o	nd the Brokerage is providing services to the		
3.	 Co-	opero	ating Brokerag	e completes Section	3 and Listing Broke	rage completes Section	1.		
	a)		CO-OPERATIN	IG BROKERAGE - REP	RESENTATION:				
			2) The C	o-operatina Brokerage, v	vho has a Landlord Lim	the Tenant in this transaction ted Services Representation this transaction.	Agreement with Landlord client, is providing		
	b)		1) The Lis	IG BROKERAGE - COL sting Brokerage will pay to commission As Indicated In N	the Co-operating Broker	-	cated in the MLS® information for the property paid by the Landlord to the Listing Brokerage.		
			2)	o-operating Brokerage w	vill be paid as follows:				
Addit	tiona	l comm	nents and/or disclo	osures by Co-operating Bro	kerage: (e.g., The Co-op	erating Brokerage represents	more than one Tenant offering on this property.)		
			INITIALS	OF TENANT(S)/LAND	PLORD(S)/BROKERA	GE REPRESENTATIVE(S)	(Where applicable)		
				(1) = 112					
			TENANT	CO-OPERATING/TI	ENANT BROKERAGE	LANDLORD	LISTING BROKERAGE		

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 Cooperating Brokerage procuring an offer for a trade of the property, acceptable to the Landlord. 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)

I have received, read, and und	derstand the above information.	(Signature of Landlord)	(Date)					
I have received, read, and unc	derstand the above information.							
ACKNOWLEDGEMENT								
	LE REPRESENTATION (To be completed only nsent with their initials to their Brokerage client for this transaction.	if the Brokerage represents more than or INITIALS OF TENANT(S)	INITIALS OF LANDLORD(S)					
(Print Name of Salesperson/Broker	/Broker of Record)	(Print Name of Salesperson/Broker/Broker of Record)						
(Authorized to bind the Co-operati	ng/Tenant Brokerage) (Date)	(Authorized to bind the Listing Brokerage)	(Date)					
Tel.:	Fax:	Tel.: Fax:						
	okerage)	(Name of Listing Brokerage)						