

Confirmation of Co-operation and Representation Tenant/Landlord

TENANT:

LANDLORD:

For the lease of the premises known as:

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:
“Landlord” includes a lessor, seller or vendor, or a prospective landlord or lessor, seller or vendor and “Tenant” includes a lessee, buyer or purchaser or a prospective tenant, lessee, buyer or purchaser and “lease” includes a sale, and “Agreement to Lease” includes an Agreement of Purchase and Sale. 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

- a) ☐ The Listing Brokerage represents the interests of the Landlord in this transaction. It is further understood and agreed that:
- 1) ☐ The Listing Brokerage is not representing the Tenant and has not entered into an agreement with the Tenant to provide service. (If the Tenant is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) ☐ The Listing Brokerage is providing assistance to the Tenant and the Tenant is a self-represented party.
- b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Tenant Representation Agreement with the Tenant and represents the interests of the Landlord and the Tenant, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Landlord and the Tenant in this transaction. The Listing Brokerage has a duty of full disclosure to both the Landlord and the Tenant.
However, the Listing Brokerage shall not disclose:
- that the Landlord may or will accept less than the listed price, unless otherwise instructed in writing by the Landlord;
 - that the tenant may or will pay more than the offered price, unless otherwise instructed in writing by the tenant;
 - the motivation of or personal information about the Landlord or tenant, 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 tenant should offer or the price the Landlord should accept; and
 - the Listing Brokerage shall not disclose to the tenant the terms of any other offer, unless otherwise directed in writing by the Landlord.
- 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 Landlord and tenant to assist them to come to their own conclusions.
- c) ☐ **MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Listing Brokerage is representing both the Landlord and the Tenant, where one or both the Landlord and Tenant are receiving limited services and representation the Listing Brokerage shall have a duty of services and representation and disclosure to one or both the Landlord and the Tenant, as more particularly set out in the agreement with the respective Landlord or Tenant.
- d) ☐ **MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** Where the Landlord and the Tenant 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 Listing Brokerage designated representative(s) represents more than one client in the same trade resulting in multiple representation and the duty of disclosure to both the Landlord and the Tenant client is as more particularly set out in the agreement with the respective Landlord and Tenant.
 - 2) ☐ The Landlord client and Tenant client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.
 - 3) ☐ The designated representative(s) is providing representation to the Landlord client and the Brokerage is providing services to the Landlord client.

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

.....
.....
.....

INITIALS OF TENANT(S)/LANDLORD(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

TENANT

CO-OPERATING/TENANT BROKERAGE

LANDLORD

LISTING BROKERAGE

2. PROPERTY LEASED BY TENANT BROKERAGE

- a) ☐ The Brokerage represents the Tenant **and** the Brokerage will be paid;
- 1) ☐ by the Tenant directly
 - 2) ☐ by the Landlord in accordance with a Landlord Limited Services Representation Agreement.
- b) ☐ **MULTIPLE REPRESENTATION:** The Brokerage has entered into a Limited Client Agreement with the Landlord and represents the interests of the Landlord and the Tenant, with their consent, for this transaction. The Brokerage must be impartial and equally protect the interests of the Landlord and the Tenant in this transaction. The Brokerage has a duty of full disclosure to both the Tenant and the Landlord. However, the Brokerage shall not disclose:
- that the Landlord may or will accept less than the listed price, unless otherwise instructed in writing by the Landlord;
 - that the Tenant may or will pay more than the offered price, unless otherwise instructed in writing by the Tenant;
 - the motivation of or personal information about the Landlord or Tenant, 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 Tenant should offer or the price the Landlord should accept; and
 - the Brokerage shall not disclose to the Tenant the terms of any other offer, unless otherwise directed in writing by the Landlord.
- 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 Landlord and Tenant to assist them to come to their own conclusions.
- c) ☐ **MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Brokerage is representing both the Landlord and the Tenant, where one or both the Landlord and Tenant are receiving limited services and representation the Brokerage shall have a duty of services and representation and disclosure to one or both the Landlord and the Tenant, as more particularly set out in the agreement with the respective Landlord or Tenant.
- 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 Tenant and Landlord understand and acknowledges that the Brokerage designated representative(s) represents more than one client in the same trade resulting in multiple representation and the duty of disclosure to both Tenant and Landlord client is as more particularly set out in the agreement with the respective Tenant and Landlord.
 - 2) ☐ The Tenant client and Landlord client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.
 - 3) ☐ The designated representative(s) is providing representation to the Tenant client and the Brokerage is providing services to the Tenant client.

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

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

- a) ☐ **CO-OPERATING BROKERAGE - REPRESENTATION:**
- 1) ☐ The Co-operating Brokerage represents the interests of the Tenant in this transaction.
 - 2) ☐ The Co-operating Brokerage, **who has a Landlord Limited Services Representation Agreement with Landlord client**, is providing assistance to the Tenant as a self-represented party 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 to be paid from the amount paid by the Landlord to the Listing Brokerage.
(Commission As Indicated In MLS® Information)
 - 2) ☐ The Co-operating Brokerage will be paid as follows:

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

INITIALS OF TENANT(S)/LANDLORD(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

TENANT

CO-OPERATING/TENANT 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 Co-operating 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 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/Tenant Brokerage) (Name of Listing Brokerage)
.....
Tel.: Fax:	Tel.: Fax:
..... (Authorized to bind the Co-operating/Tenant 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)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)	
The Tenant and Landlord consent with their initials to their Brokerage representing more than one client for this transaction.	
	
INITIALS OF TENANT(S)	INITIALS OF LANDLORD(S)

ACKNOWLEDGEMENT

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

..... (Signature of Tenant) (Date) (Signature of Landlord) (Date)
..... (Signature of Tenant) (Date) (Signature of Landlord) (Date)