



Plain Language Forms DISCLAIMER

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Leading REAL ESTATE COMPANIES IN THE WORLD™
TRILLIUMWEST

TRILLIUMWEST PLAIN LANGUAGE FORMS

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Agreement of Purchase and Sale

FORM 100

Plain Language Forms



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Agreement of Purchase and Sale

FORM 100 FOR USE IN THE PROVINCE OF ONTARIO

GENERAL USE

This document is used to detail the terms & conditions of the offer from the Buyer as well as any subsequent counter offers from Seller & Buyer until an agreement is made between the two parties.

DEPOSIT

The Buyer includes a deposit in the offer to show sincerity and to make the agreement legally binding. The deposit is considered to be part of the purchase price and will be credited towards the down payment on closing. **It should be noted that the deposit will be cashed upon receipt so funds need to be available.*

1. IRREVOCABILITY

This is the time frame for which the offer is good until. If the offer is not accepted within the allotted time period the offer is Null and Void and no longer binding. **If the offer is signed back a new irrevocable will be opened up at that time.*

2. COMPLETION DATE

This is the date that the property is scheduled to change hands and unless otherwise stated in the agreement; vacant possession is to be provided. **The completion date cannot be on a weekend or Stat Holiday.*

3. NOTICES

This paragraph outlines the various forms of communication that are acceptable to deliver notice.

**If multiple representation, the notice must be delivered and acknowledged by the Buyer and Seller directly unless authority has been granted elsewhere in this agreement of purchase and sale for the sales representative to act for both parties.*

4. CHATELS INCLUDED

This section allows the Buyer and Seller to negotiate any items they wish to include in the agreement which are not affixed to the property. Not limited to but common examples are appliances, sheds, garage door remotes etc. **The guide to follow is "when in doubt spell it out". Best practice is clear descriptions of the items so as to avoid confusion.*

5. FIXTURES EXCLUDED

This includes any items that are attached to the house that both the Seller and Buyer agree will be removed prior to completion. Not limited to but common examples are chandelier, bathroom mirrors, TV Brackets, Reverse Osmosis Water treatment, curtain and rods etc. **Same guiding principle as in #3 chattels- it is always best to spell things out very clearly. Also keep in mind there may be holes, or damage during the process of removal.*

6. RENTAL ITEMS

This section deals with items that are currently rented on the property and not included in the purchase price. Typical examples are hot water heaters, water softeners, sometimes furnace & A/C. **Note the items listed in this section must be assumed unless otherwise detailed in this agreement. It is strongly advised to review rental contracts prior to assuming them.*

Agreement of Purchase and Sale

7. HST

This section details how HST is to be handled if applicable. Most, however not all residential resale agreements are exempt of HST. Certain commercial and new build residential agreements may be subject to HST. **HST can be handled in many different ways and we strongly recommend seeking independent advice from an accountant.*

8. TITLE SEARCH

This sets out the time frame for the Buyers lawyer to do the necessary searches of title on the property to ensure the Buyer is receiving free and clear title. **This date is typically 1-2 weeks prior to closing.*

9. FUTURE USE

This section details that there is no guarantee as to the future use of the property except for the use provided in point #8 above. **For example if this agreement states that the present use is a single family residence, there would be no guarantee that in the future the Buyer can operate a business.*

10. TITLE

This section also ties into point #8 above. It provides that the Buyer is entitled to free and clear title but must accept title subject to any easements (telephone, gas, sewers etc), restrictive covenants and any municipal agreements, zoning bylaws or utility/service contracts must be assumed by the Buyer. **Various issues related to title can be convoluted and it is advised to consult your lawyer.*

11. CLOSING ARRANGEMENTS

We now live in a digital age and this section outlines how electronic closing will happen. **In person signing of closing documents is the common method however situations can arise when parties are not able to sign in person, a notary may be required, speak with your lawyer on your options.*

12. DOCUMENTS AND DISCHARGE

This section calls for the Seller to deliver any documents they have in their possession but the Buyer cannot call for the Seller to produce anything they don't have. It also details the discharging of mortgages on completion. **Often times we may see the Buyer call for the Seller to provide an existing survey of the property in their possession.*

13. INSPECTION

This paragraph makes it known that the Buyer has the opportunity to complete a home inspection and if they chose not to; they do so at their own risk. **An Inspection clause is typically inserted into the Schedule A of the agreement.*

14. INSURANCE

Don't cancel that insurance just yet! This section states that the Seller is required to insure the property up until closing at which point the Buyers insurance takes effect. If there is fire prior to closing the Buyer has the option not to buy or they can take the insurance money with the property as is. **Insurance clauses can be inserted into Schedule A as well. Your home inspector can inform you if there are any potential insurance red flags.*

Agreement of Purchase and Sale

15. PLANNING ACT: This Agreement is subject to the provisions of the Planning Act by completion.

16. DOCUMENT PREPARATION: The Seller, and any Charge/Mortgage to the Transfer/Deed to be delivered at completion.

17. RESIDENCY: (a) Subject to (b) below the non-residency provisions of the Income Tax Act, the Seller shall deliver a non-resident under the no amount, if any, necessary for Buyer.

18. ADJUSTMENTS: Any rents, mortgage, unmeted cost of fuel, as applicable to Buyer.

19. PROPERTY ASSESSMENT: The Buyer and properties may be re-assessed at Brokerage, Broker or Salesperson, if taxes that accrued prior to the completion.

20. TIME LIMITS: Time shall in all respects may be extended or abridged by a authorized in that regard.

21. TENDER: Any tender of document completion. Money shall be tendered using the Lynx high value payment time to time.

22. FAMILY LAW ACT: Seller warrants R.S.O. 1990 unless the spouse of the

23. UFFI: Seller represents and warrants property to be insulated with insulation contains or has ever contained insulation transaction, and if the building is part of this transaction.

15. PLANNING ACT

This paragraph states that the agreement is subject to compliance with the Planning Act. **The Seller will provide proof of said compliance by completion.*

16. DOCUMENT PREPARATION

This section provides that the Buyer will be responsible for paying for the preparation of their own Mortgage and Land Transfer Tax Affidavit and the Seller will be responsible for the Deed of Transfer. **If you are first time Buyer you may be eligible for a land transfer tax rebate, consult your lawyer.*

17. RESIDENCY

This section ensures the Seller is a Resident of Canada. If not a resident; that they have paid the appropriate taxes due under the Income Tax Act for non-residents. **If you are a non-resident it is advised that you consult your accountant on potential tax implications.*

18. ADJUSTMENTS

This section states that there can be certain charges on closing that will be adjusted against the purchase price. For example prepaid or outstanding taxes or utilities. The Buyer will assume responsibility on the day of completion. **Remember to notify the utility companies and order final readings.*

19. PROPERTY ASSESSMENT

The Municipal Property Assessment Corporation (MPAC) completes current value assessments and taxes may be re-evaluated on an annual basis. The Buyer and Seller will not hold the Salesperson responsible for any changes to the taxes. **MPAC assessments are completed every four years and phased in over the following four years, this is why you will often see tax assessed values typically lag behind market value.*

20. TIME LIMITS

All deadlines must be met according to the dates and times here in. **Timelines can be extended or amended by an agreement in writing between both parties.*

21. TENDER

Both Seller and Buyer must produce certain documents to demonstrate that they are ready, willing and able to close the transaction. **For example the Sellers must produce the Transfer/Deed and keys and the Buyers generally need to produce the money.*

22. FAMILY LAW ACT

This section just ensures that no spouse has claim to the property other than the person signing or a spouse that consented on the signature area on page 8 of this document. **If the property is the matrimonial home then spousal consent is required on the signing page even if only one of the spouses is registered on title.*

23. UFFI

The Sellers warrants that during the time they have lived at the property they have not used insulation containing ureaformaldehyde and to the best of their knowledge there is none on the property. **Do your*

Agreement of Purchase and Sale

own research on UFFI, many studies have since proved that this was not causing the health concerns originally alleged however the stigma still exists.

24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE

Any advice given by the Brokerage or Salesperson is not to be considered as expert opinion and you are advised to seek independent advice on any of these matters. **If any of these factors will influence your decision, it is advised to seek independent advice.*

25. CONSUMER REPORTS

This section notifies the Buyer that a personal/credit check maybe obtaining in conjunction with this offer.

**This is typical with financial institutions or potentially with landlords leasing a property*

26. AGREEMENT IN WRITING

This section outlines that if there is a discrepancy with any of the standard preprinted clauses and something that was inserted or handwritten in- the inserted or hand written clause will supersede the preprinted.

**The same applies to anything inserted into the schedules- this would supersede the preprinted portion*

27. ELECTRONIC SIGNATURES

This section just allows this agreement to be sent electronically and it will still be legally binding. **Electronic signing programs are now commonly used in the real estate profession. Be sure to use a system that can authenticate and provide a verification certificate.*

28. TIME AND DATE

Any time or date in this agreement shall be based on the time where the property is physically located.

**This can become problematic when Buyer and Seller are not in the province or country with the same time zone- this addresses which time zone will be used.*

29. SUCCESSORS AND ASSIGNS

In the event that one of the parties passes away prior to completion their heirs or executors are bound by the agreement. **Extra time may be required to close in order for probate to happen.*

SIGNING UNDER SEAL

Signing under seal means that you are doing this in good faith and you do in fact intend to follow through with the agreement. You are not under the influence of drugs or alcohol and you are not being coerced.

SCHEDULE A

This section of the Agreement of Purchase and Sale is typically where clauses, representations and warranties etc. will be inserted to protect both the Buyer and Seller. For example conditions on Financing, Home Inspection, the Sale of the Buyers House, Condition of the Seller finding a new suitable home etc. This section can also be used to outline any disclosures by the Seller.



Agreement of Purchase and Sale - Condominium FORM 101 Plain Language Forms



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Agreement of Purchase and Sale - Condominium

FORM 101 AGREEMENT OF PURCHASE AND SALE - CONDOMINIUM RESALE GENERAL USE

This document is used to detail the terms & conditions of the offer from the Buyer as well as any subsequent counter offers from Seller & Buyer until an agreement is made between the two parties.

DEPOSIT

The Buyer includes a deposit in the offer to show sincerity and to make the agreement legally binding. The deposit is considered to be part of the purchase price and will be credited towards the down payment on closing. **It should be noted that the deposit will be cashed upon receipt so funds need to be available.*

1. IRREVOCABILITY

This is the time frame for which the offer is good until. If the offer is not accepted within the allotted time period the offer is Null and Void and no longer binding. **If the offer is signed back a new irrevocable will be opened up at that time.*

2. COMPLETION DATE

This is the date that the property is scheduled to change hands and unless otherwise stated in the agreement; vacant possession is to be provided. **The completion date cannot be on a weekend or Stat Holiday.*

3. NOTICES

This paragraph outlines the various forms of communication that are acceptable to deliver notice. **If multiple representation, the notice must be delivered and acknowledged by the Buyer and Seller directly unless authority has been granted elsewhere in this agreement of purchase and sale for the sales representative to act for both parties.*

4. CHATELS INCLUDED

This section allows the Buyer and Seller to negotiate any items they wish to include in the agreement which are not affixed to the property. Not limited to but common examples are appliances, sheds, garage door remotes etc. **The guide to follow is "when in doubt spell it out". Best practice is clear descriptions of the items so as to avoid confusion.*

5. FIXTURES EXCLUDED

This includes any items that are attached to the house that both the Seller and Buyer agree will be removed prior to completion. Not limited to but common examples are chandelier, bathroom mirrors, TV Brackets, Reverse Osmosis Water treatment, curtain and rods etc. **Same guiding principle as in #3 chattels - it is always best to spell things out very clearly. Also keep in mind there may be holes, or damage during the process of removal.*

6. RENTAL ITEMS

This section deals with items that are currently rented on the property and not included in the purchase price. Typical examples are hot water heaters, water softeners, sometimes furnace & A/C. **Note the items listed in this section must be assumed unless otherwise detailed in this agreement. It is strongly advised to review rental contracts prior to assuming them.*

Agreement of Purchase and Sale - Condominium

7. COMMON EXPENSES

These are the condo fees that are charged to the owner for their proportionate share of the operating, management, maintenance and repairs. Details of what is included in these expenses are found in the Condominium Documents. **These fees are typically charged monthly and are subject to change depending on the annual budget and condo board decisions.*

8. PARKING AND LOCKERS

Deeded parking spots and lockers are detailed at the beginning of the Agreement of Purchase and Sale. If parking spots or lockers are assigned and not detailed at the beginning their description will be noted here. If there are additional fees associated with the parking or lockers they should also be outlined here. **Best practice is to describe the location of the locker or parking with spot or locker number and location within the building or complex i.e. Parking Garage level 4 spot #5.*

9. HST

This section details how HST is to be handled if applicable. Most, however not all residential resale agreements are exempt of HST. Certain commercial and new build residential agreements may be subject to HST. **HST can be handled in many different ways and we strongly recommend seeking independent advice from an accountant.*

10. TITLE SEARCH

This sets out the time frame for the Buyers lawyer to do the necessary searches of title on the property to ensure the Buyer is receiving free and clear title. **This date is typically 1-2 weeks prior to closing.*

11. TITLE

This section also ties into point #8 above. It provides that the Buyer is entitled to free and clear title but must accept title subject to any easements (telephone, gas, sewers etc), restrictive covenants and any municipal agreements, zoning bylaws or utility/service contracts must be assumed by the Buyer. **Various issues related to title can be convoluted and it is advised to consult your lawyer.*

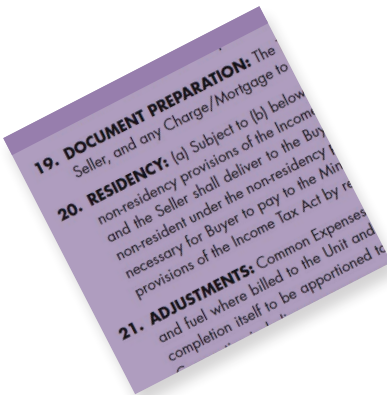
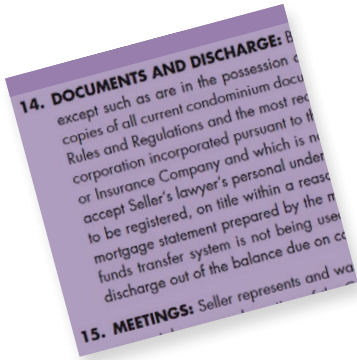
12. CLOSING ARRANGEMENTS

We now live in a digital age and this section outlines how electronic closing will happen. **In person signing of closing documents is the common method however situations can arise when parties are not able to sign in person, a notary may be required, speak with your lawyer on your options.*

13. STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM

The Status Certificate sets out the current status of the condominium corporation. It will include items such as financial statements, budgets, reserve fund studies, the condo declaration and the condo bylaws/rules and regulations. This section authorizes the Buyer to order a Status certificate and also provides warranties by the Seller that there are no special assessments or legal actions against the condominium.

**It is advised to make any offer conditional on a lawyer reviewing the status certificate and the condo rules and regulations.*



14. DOCUMENTS AND DISCHARGE

This section calls for the Seller to deliver any documents they have in their possession but the Buyer cannot call for the Seller to produce anything they don't have. It also details the discharging of mortgages on completion. **Often times we may see the Buyer call for the Seller to provide an existing survey of the property in their possession.*

15. MEETINGS

The Seller must advise any Buyer if the Seller has received notice of a meeting that a) the status of the condo will not continue b) that no major renovations are planned c) any major changes to finances of the condo. If any occur before closing the Buyer must be informed and will have the option to terminate the agreement. **Sellers should be diligent to watch for any mail or correspondence from the condo board so they can comply with this clause.*

16. INSPECTION

This paragraph makes it known that the Buyer has the opportunity to complete a home inspection and if they chose not to; they do so at their own risk. **An Inspection clause is typically inserted into the Schedule A of the agreement.*

17. APPROVAL OF THE AGREEMENT

Some condos require consent from the Board of Directors for the approval of the sale. This section outlines that the Seller must apply immediately and if the consent is not received then the transaction is null and void. **A common example of this would be an adult lifestyle community that restricts the age of the owners.*

18. INSURANCE

Don't cancel that insurance just yet! This section states that the Seller is required to insure the property up until closing at which point the Buyers insurance takes effect. If there is fire prior to closing the Buyer has the option not to buy or they can take the insurance money with the property as is. **Insurance clauses can be inserted into Schedule A as well. Your home inspector can inform you if there are any potential insurance red flags.*

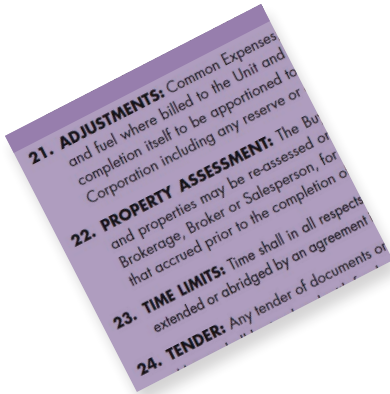
19. DOCUMENT PREPARATION

This section provides that the Buyer will be responsible for paying for the preparation of their own Mortgage and Land Transfer Tax Affidavit and the Seller will be responsible for the Deed of Transfer. **If you are first time Buyer you may be eligible for a land transfer tax rebate, consult your lawyer.*

20. RESIDENCY

This section ensures the Seller is a Resident of Canada. If not a resident; that they have paid the appropriate taxes due under the Income Tax Act for non-residents. **If you are a non-resident it is advised that you consult your accountant on potential tax implications.*

Agreement of Purchase and Sale - Condominium



21. ADJUSTMENTS

This section states that there can be certain charges on closing that will be adjusted against the purchase price. For example prepaid or outstanding taxes or utilities. The Buyer will assume responsibility on the day of completion. **Remember to notify the utility companies and order final readings.*

22. PROPERTY ASSESSMENT

The Municipal Property Assessment Corporation (MPAC) completes current value assessments and taxes may be re-evaluated on an annual basis. The Buyer and Seller will not hold the Salesperson responsible for any changes to the taxes. **MPAC assessments are completed every four years and phased in over the following four years, this is why you will often see tax assessed values typically lag behind market value.*

23. TIME LIMITS

All deadlines must be met according to the dates and times here in. **Timelines can be extended or amended by an agreement in writing between both parties.*

24. TENDER

Both Seller and Buyer must produce certain documents to demonstrate that they are ready, willing and able to close the transaction. **For example the Sellers must produce the Transfer/Deed and keys and the Buyers generally need to produce the money.*

25. FAMILY LAW ACT

This section just ensures that no spouse has claim to the property other than the person signing or a spouse that consented on the signature area on page 8 of this document. **If the property is the matrimonial home then spousal consent is required on the signing page even if only one of the spouses is registered on title.*

26. UFFI

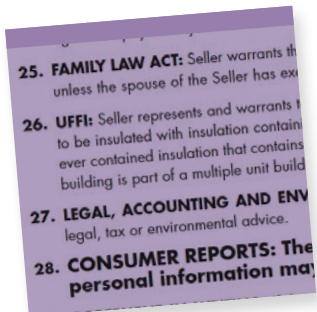
The Sellers warrants that during the time they have lived at the property they have not used insulation containing ureaformaldehyde and to the best of their knowledge there is none on the property. **Do your own research on UFFI, many studies have since proved that this was not causing the health concerns originally alleged however the stigma still exists.*

27. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE

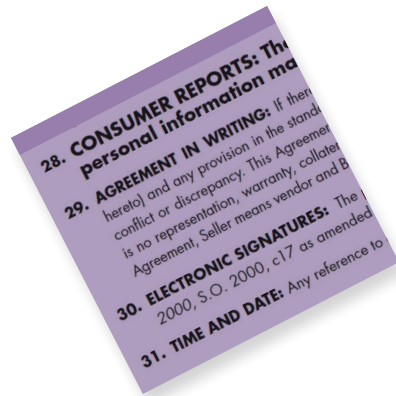
Any advice given by the Brokerage or Salesperson is not to be considered as expert opinion and you are advised to seek independent advice on any of these matters. **If any of these a factors will influence your decision, it is advised to seek independent advice.*

28. CONSUMER REPORTS

This section notifies the Buyer that a personal/credit check maybe obtaining in conjunction with this offer **This is typical with financial institutions or potentially with landlords leasing a property*



Agreement of Purchase and Sale - Condominium



29. AGREEMENT IN WRITING

This section outlines that if there is a discrepancy with any of the standard preprinted clauses and something that was inserted or handwritten in- the inserted or hand written clause will supersede the preprinted.

**The same applies to anything inserted into the schedules - this would supersede the preprinted portion.*

30. ELECTRONIC SIGNATURES

This section just allows this agreement to be sent electronically and it will still be legally binding. **Electronic signing programs are now commonly used in the real estate profession. Be sure to use a system that can authenticate and provide a verification certificate.*

31. TIME AND DATE

Any time or date in this agreement shall be based on the time where the property is physically located.

**This can become problematic when Buyer and Seller are not in the province or country with the same time zone- this addresses which time zone will be used.*

32. SUCCESSORS AND ASSIGNS

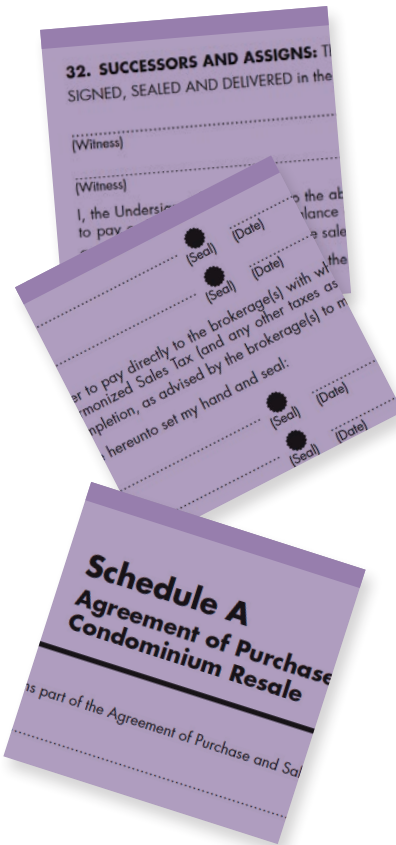
In the event that one of the parties passes away prior to completion their heirs or executors are bound by the agreement. **Extra time may be required to close in order for probate to happen.*

SIGNING UNDER SEAL

Signing under seal means that you are doing this in good faith and you do in fact intend to follow through with the agreement. You are not under the influence of drugs or alcohol and you are not being coerced.

SCHEDULE A

This section of the Agreement of Purchase and Sale is typically where clauses, representations and warranties etc. will be inserted to protect both the Buyer and Seller. For example conditions on Financing, Home Inspection, the Sale of the Buyers House, Condition of the Seller finding a new suitable home etc. This section can also be used to outline any disclosures by the Seller.





Seller Designated Representation Agreement

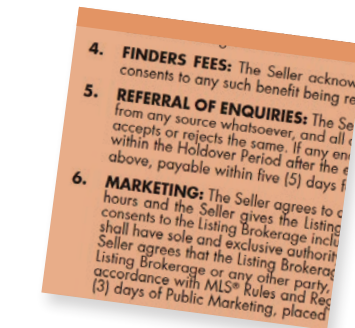
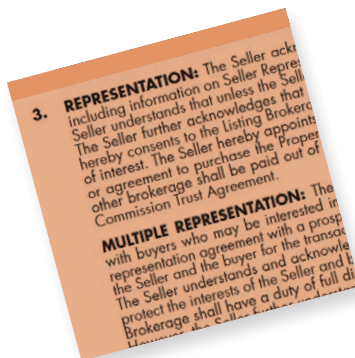
FORM 271

Plain Language Forms



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Seller Designated Representation Agreement



FORM 271 LISTING AGREEMENT

GENERAL USE

This form is a contract between the Seller and their TrilliumWest Designated Representative which gives the company the authority and permission to act on behalf of the Seller for the sale of a property. By signing this form the company and designated representative must legally represent the best interest of the Seller in the transaction for the duration of the agreement.

TOP SECTION OF THE AGREEMENT

This section identifies the parties to the agreement and sets the time frame for which the contract is valid.

**Note that the length of the agreement is negotiable and you can only sign one Seller Representation Agreement at a time. *Initiating in the MLS® box will allow the listing to be posted to the MLS® system and the listing Brokerage can share the listing with Co-operating Brokers who may have potential Buyers. Exclusive means it will not be distributed to the MLS® and can only be marketed through the Listing Brokerages efforts and channels.*

1. DEFINITIONS AND INTERPRETATIONS

This section clarifies the terms and outlines who will be referred to as the Buyer and Seller in the remainder of the document. **Anyone introduced to or shown the property includes any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations.*

2. COMMISSION:

This section details the fee structure the Seller has agreed to pay the real estate company.

It also indicates the number of days after the expiry of the contract the real estate company is still entitled to their fee if the Seller ends up selling the property privately to a Buyer introduced to the property during the contract period through the Listing Salespersons efforts- known as the "holdover period". **Note commission is still payable if the Seller does not complete due to default for or neglect on the Sellers behalf.*

3. REPRESENTATION:

This section confirms that the Salesperson has explained the different forms of Agency relationship that may occur in a real estate transaction and it authorizes the real estate company to co-operate with any other real estate company to market the property, and breaks down the commission sharing structure between the two parties. **The Seller appoints the Listing Brokerage as the Seller's agent for the purposes of giving and receiving notices for any offer or Agreement to Purchase the property except in multiple representation*

4. FINDERS FEES

This section provides consent for the Salesperson to accept any finder's fees (for example mortgage companies may offer fees to bring clients). **This fee is in addition to any commission payable to the Salesperson but consent is required if a finder's fee arises and the fee is paid by the receiving party not the Seller.*

5. REFERRAL OF ENQUIRIES

This section requires that the Seller work with the real estate company for the length of the contract and states that the Seller must inform their Salesperson of any enquiries. If they do not inform the Salesperson of any enquiry that results in a successful private sale within the listing period or any holdover period, the commission will still be payable. **Note if Buyers try to contact the Seller direct they should be instructed to speak with the Sellers representative.*

Seller Designated Representation Agreement

6. MARKETING: The Seller agrees to allow the Listing Brokerage to use the Seller's name and the Seller gives the Listing Brokerage the sole and exclusive authority to place "For Sale" and "Sold" signs on the property and to advertise the property according to company policy. The Seller will not be held liable for the advertising efforts of the company. **Written permission from the Seller and Buyer is required if the representative wishes to advertise the sale price.*

7. WARRANTY: The Seller represents and warrants that the Seller has informed the Buyer of all easements, mortgages, encumbrances, and any loss or damage to the Property or means, including theft, fire or vandalism, harmless to the Listing Brokerage and the Buyer, including but not limited to the Seller's personal liability insurance.

8. INDEMNIFICATION AND INSURANCE: The Seller hereby agrees to indemnify and hold the Listing Brokerage and the Buyer harmless from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Listing Brokerage or the Buyer in connection with the sale of the Property, including but not limited to the Seller's personal liability insurance.

9. FAMILY LAW ACT: The Seller hereby certifies that the Seller has executed this Agreement with the consent of the spouse of the Seller who has signed in the designated area. **Note even if only one spouse is on title the other spouse will be required to sign if it's the matrimonial home*

10. VERIFICATION OF INFORMATION: The Seller hereby certifies that the Seller has executed this Agreement with the consent of the spouse of the Seller who has signed in the designated area. **Note even if only one spouse is on title the other spouse will be required to sign if it's the matrimonial home*

11. USE AND DISTRIBUTION OF INFORMATION: The Seller hereby certifies that the Seller has executed this Agreement with the consent of the spouse of the Seller who has signed in the designated area. **Note even if only one spouse is on title the other spouse will be required to sign if it's the matrimonial home*

12. SUCCESSORS AND ASSIGNS: The Seller hereby certifies that the Seller has executed this Agreement with the consent of the spouse of the Seller who has signed in the designated area. **Note even if only one spouse is on title the other spouse will be required to sign if it's the matrimonial home*

13. CONFLICT OF DISCREPANCY: The Seller hereby certifies that the Seller has executed this Agreement with the consent of the spouse of the Seller who has signed in the designated area. **Note even if only one spouse is on title the other spouse will be required to sign if it's the matrimonial home*

14. ELECTRONIC COMMUNICATION: The Seller hereby certifies that the Seller has executed this Agreement with the consent of the spouse of the Seller who has signed in the designated area. **Note even if only one spouse is on title the other spouse will be required to sign if it's the matrimonial home*

15. ELECTRONIC SIGNATURES: The Seller hereby certifies that the Seller has executed this Agreement with the consent of the spouse of the Seller who has signed in the designated area. **Note even if only one spouse is on title the other spouse will be required to sign if it's the matrimonial home*

6. MARKETING

This section explains that the Seller gives the real estate company exclusive rights and permission to place "For Sale" and "Sold" signs on the property and to advertise the property according to company policy. The Seller will not be held liable for the advertising efforts of the company. **Written permission from the Seller and Buyer is required if the representative wishes to advertise the sale price.*

7. WARRANTY

This section ensures that the people signing actually have the authority to sell the property. It also goes on to confirm the disclosure of any third party claims to the property such as easements, mortgages encumbrances etc.

8. INDEMNIFICATION AND INSURANCE

This section provides that salespeople cannot be held liable for the condition of the property or damages that may occur while the property is on the market unless it was due to the Listing Brokerages gross negligence or a willful act. **This also confirms the Seller has insurance to cover any injury or property damage that may occur.*

9. FAMILY LAW ACT

This section states that if spousal consent is required than the spouse has signed in the designated area. **Note even if only one spouse is on title the other spouse will be required to sign if it's the matrimonial home*

10. VERIFICATION OF INFORMATION

This section gives the salesperson the authority to obtain and use any information regarding the property that may be required to help the sale or marketability of the property. **It gives the salesperson the authority to get information from governments, mortgage etc on the Seller's behalf.*

11. USE AND DISTRIBUTION OF INFORMATION

This section gives the Salesperson the right under the Privacy Act to use personal information provided to them by the Seller in order to assist in the transaction provided it won't be given to any third parties. **This includes putting information, photography and other detailed information on the MLS® system.*

LISTING EXPIRY

This section indicates if you "do" or "do not" consent to other real estate companies contacting you in the event this listing agreement expires or is canceled.

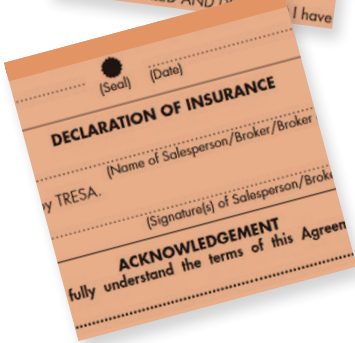
12. SUCCESSORS AND ASSIGNS

This states that the heirs, estate trustee or any other party legally acting on behalf of the Seller must also abide by the terms of this agreement. **Extra time may be required to close in order for probate to happen.*

13. CONFLICT OF DISCREPANCY

This section states that anything handwritten or added to this form shall supersede the pre-printed clauses.

Seller Designated Representation Agreement



14. ELECTRONIC COMMUNICATION

This section just allows this agreement to be sent electronically and it will still be legally binding

15. SCHEDULE(S)

If specific forms or documents are added to the agreement; they would be detailed here. This section states the listing company will use its best efforts to market the property to obtain an offer acceptable to the Seller. The Salesperson must sign on behalf of the company.

SCHEDULE A

Outlines how commission will be handled in some unique scenarios and the services offered by your Designated Representative.

THE DECLARATION OF INSURANCE:

By signing this the Salesperson is stating they carry insurance as required by TRESA. This is one of the many benefits of using organized real estate.



Landlord Designated Representation Agreement

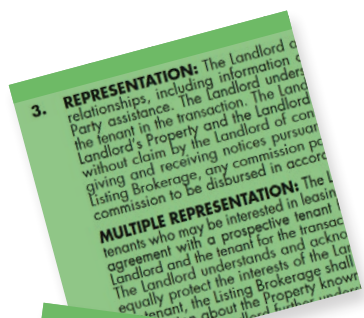
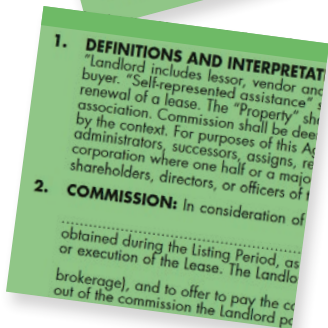
FORM 272

Plain Language Forms



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Landlord Designated Representation Agreement



FORM 272 LISTING AGREEMENT

GENERAL USE

This form is a contract between the Landlord and their TrilliumWest Designated Representative which gives the company the authority and permission to act on behalf of the Landlord for the lease of a property. By signing this form the company and designated representative must legally represent the best interest of the Landlord in the transaction for the duration of the agreement.

TOP SECTION OF THE AGREEMENT

This section identifies the parties to the agreement and sets the time frame for which the contract is valid.

**Note that the length of the agreement is negotiable and you can only sign one Seller Representation Agreement at a time. *Initiating in the MLS® box will allow the listing to be posted to the MLS® system and the listing Brokerage can share the listing with Co-operating Brokers who may have potential Tenants. Exclusive means it will not be distributed to the MLS® and can only be marketed through the Listing Brokerages efforts and channels.*

1. DEFINITIONS AND INTERPRETATIONS

This section clarifies the terms and outlines who will be referred to as the Tenant and Landlord in the remainder of the document. **Anyone introduced to or shown the property includes any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations.*

2. COMMISSION:

This section details the fee structure the Landlord has agreed to pay the real estate company.

It also indicates the number of days after the expiry of the contract the real estate company is still entitled to their fee if the Landlord ends up selling the property privately to a Tenant introduced to the property during the contract period through the Listing Salespersons efforts- known as the "holdover period". **Note commission is still payable if the Landlord does not complete due to default for or neglect on the Landlords behalf.*

3. REPRESENTATION:

This section confirms that the Salesperson has explained the different forms of Agency relationship that may occur in a real estate transaction and it authorizes the real estate company to co-operate with any other real estate company to market the property, and breaks down the commission sharing structure between the two parties. **The Landlord appoints the Listing Brokerage as the Landlord's agent for the purposes of giving and receiving notices for any offer or Agreement to Purchase the property except in multiple representation*

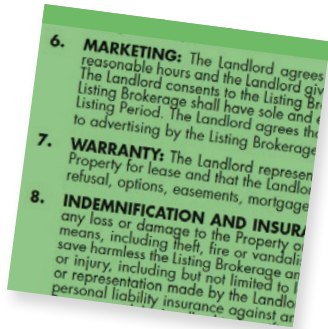
4. FINDERS FEES

This section provides consent for the Salesperson to accept any finder's fees (for example mortgage companies may offer fees to bring clients). **This fee is in addition to any commission payable to the Salesperson but consent is required if a finder's fee arises and the fee is paid by the receiving party not the Landlord.*

5. REFERRAL OF ENQUIRIES

This section requires that the Landlord work with the real estate company for the length of the contract and states that the Landlord must inform their Salesperson of any enquiries. If they do not inform the Salesperson of any enquiry that results in a successful private sale within the listing period or any holdover period, the commission

Landlord Designated Representation Agreement



will still be payable. **Note if Tenants try to contact the Landlord direct they should be instructed to speak with the Landlords representative.*

6. MARKETING

This section explains that the Landlord gives the real estate company exclusive rights and permission to place “For Lease” and “Leased” signs on the property and to advertise the property according to company policy. The Landlord will not be held liable for the advertising efforts of the company. **Written permission from the Landlord and Tenant is required if the representative wishes to advertise the sale price.*

7. WARRANTY

This section ensures that the people signing actually have the authority to list the property. It also goes on to confirm the disclosure of any third party claims to the property such as easements, mortgages encumbrances etc.

8. INDEMNIFICATION AND INSURANCE

This section provides that salespeople cannot be held liable for the condition of the property or damages that may occur while the property is on the market unless it was due to the Listing Brokerages gross negligence or a willful act. **This also confirms the Landlord has insurance to cover any injury or property damage that may occur.*

9. FAMILY LAW ACT

This section states that if spousal consent is required than the spouse has signed in the designated area. **Note even if only one spouse is on title the other spouse will be required to sign if it's the matrimonial home*

10. VERIFICATION OF INFORMATION

This section gives the salesperson the authority to obtain and use any information regarding the property that may be required to help the sale or marketability of the property. **It gives the salesperson the authority to get information from governments, mortgage etc on the Landlord's behalf.*

11. USE AND DISTRIBUTION OF INFORMATION

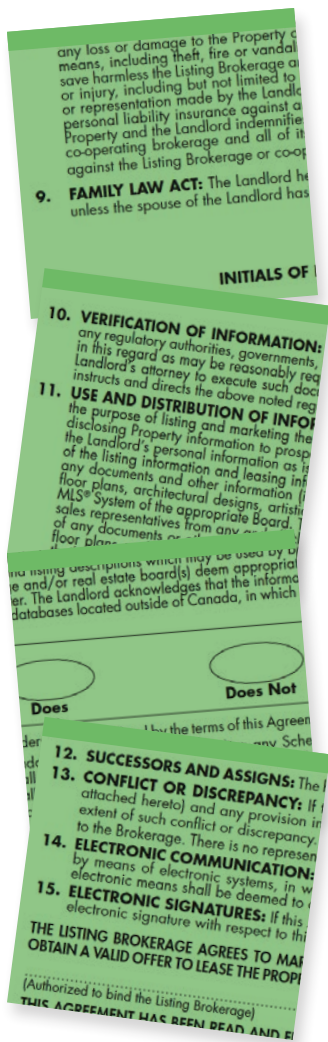
This section gives the Salesperson the right under the Privacy Act to use personal information provided to them by the Landlord in order to assist in the transaction provided it won't be given to any third parties. **This includes putting information, photography and other detailed information on the MLS® system.*

LISTING EXPIRY

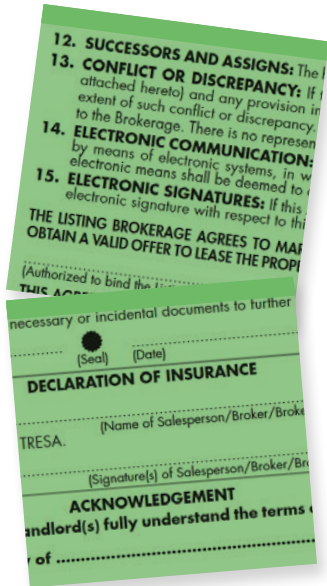
This section indicates if you “do” or “do not” consent to other real estate companies contacting you in the event this listing agreement expires or is canceled.

12. SUCCESSORS AND ASSIGNS

This states that the heirs, estate trustee or any other party legally acting on behalf of the Landlord must also abide by the terms of this agreement. **Extra time may be required to close in order for probate to happen.*



Landlord Designated Representation Agreement



13. CONFLICT OF DISCREPANCY

This section states that anything handwritten or added to this form shall supersede the pre-printed clauses.

14. ELECTRONIC COMMUNICATION

This section just allows this agreement to be sent electronically and it will still be legally binding

15. SCHEDULE(S)

If specific forms or documents are added to the agreement; they would be detailed here. This section states the listing company will use its best efforts to market the property to obtain an offer acceptable to the Landlord. The Salesperson must sign on behalf of the company.

SCHEDULE A

Outlines how commission will be handled in some unique scenarios and the services offered by your Designated Representative.

THE DECLARATION OF INSURANCE:

By signing this the Salesperson is stating they carry insurance as required by TRESA. This is one of the many benefits of using organized real estate.

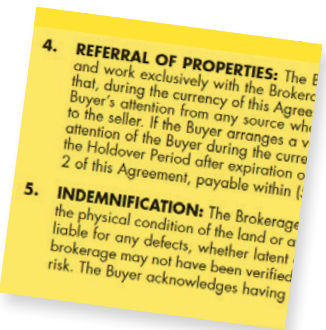
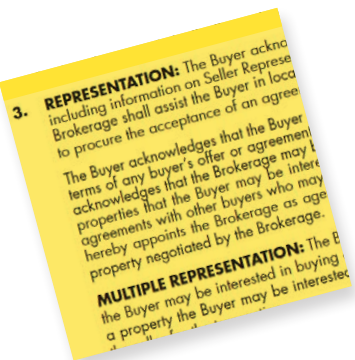
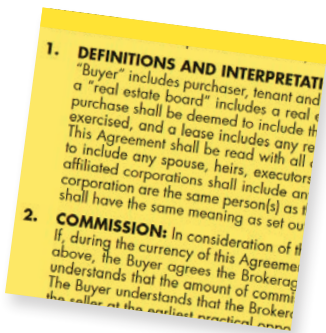


Buyer Representation Agreement FORM 371 Plain Language Forms



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Buyer Designated Representation Agreement



FORM 371 LISTING AGREEMENT

GENERAL USE

This form is a contract between the Buyer and their TrilliumWest Designated Representative which gives the company the authority and permission to act on behalf of the Buyer for the purchase of a property. Think of it as a listing agreement but for Buyers. By signing this form the company and designated representative must legally represent the best interest of the Buyer in the transaction for the duration of the agreement. *

THIS IS AN EXCLUSIVE BUYER REPRESENTATION AGREEMENT

This section identifies the parties to the agreement and sets the time-frame that the contract will be in effect. *Note that the length of the agreement is negotiable and you can only sign one Buyer Designated Representation Agreement at a time.*

PROPERTY TYPE (USE)

This details the type of property the client is looking for. Example: single family, multi residential, high rise condo, rural property etc.

GEOGRAPHIC LOCATION

This indicates the area agreed upon by both Buyer and the real estate company for which the agreement is valid - typically the Buyers desired purchase area which can be very specific or broad in nature.

1. DEFINITIONS AND INTERPRETATIONS

This section makes sure everyone knows their role. "Buyer" means you, the one on the hunt for the perfect home, and yes, we've got all the legal lingo covered so there's no confusion.

2. COMMISSION

Here's where we explain how we get paid—either by the seller's side or, if necessary, by you. But don't worry, we're worth every penny!

3A. REPRESENTATION

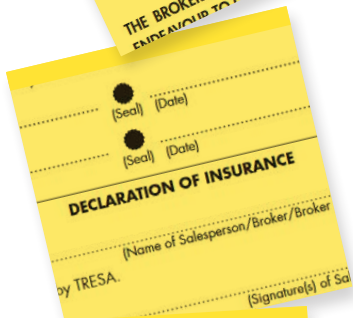
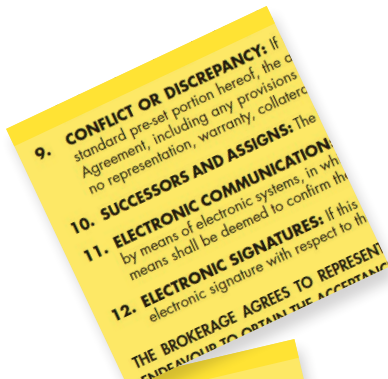
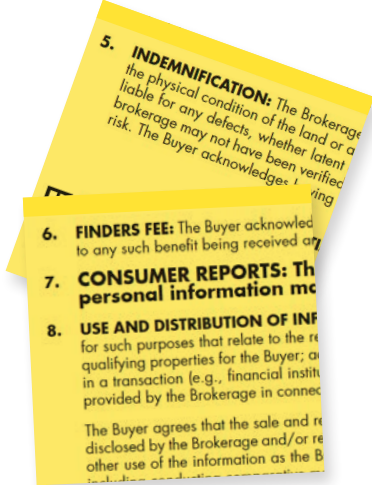
We're here to help you find your dream home, and we'll represent your interests every step of the way—even if we're juggling a few other clients too. We've got this!

3B. MULTIPLE REPRESENTATION

If we end up representing both you and the seller, rest assured we'll be as neutral as possible. No favoritism here—just good, clean real estate.

4. REFERRAL OF PROPERTIES

Seen a property that caught your eye? Let us know, and we'll make sure everything's handled by the book. No DIY deals—let the pros take care of it.



5. INDEMNIFICATION

We're experts in finding homes, but not necessarily in inspecting them. So, do yourself a favor and get a good inspector—better safe than sorry!

6. FINDER'S FEE

Occasionally, we might get a little extra for our hard work. It's like a well-deserved pat on the back, but it doesn't affect your wallet.

7. CONSUMER REPORTS

We might peek at your credit to make sure everything's in order—nothing personal, just business. And don't worry, your secrets are safe with us.

8. USE AND DISTRIBUTION OF INFORMATION

We'll use your info to help you find the right place. And yes, we might share it with a few trusted partners, but only because we want the best for you.

9. CONFLICT OR DISCREPANCY

If there's a conflict, the extra terms take the lead. Rest easy, this agreement covers everything—no hidden traps here.

10. SUCCESSORS AND ASSIGNS

This agreement sticks with you, and whoever might take your place. We're here for the long haul, no matter who's in charge.

11. ELECTRONIC COMMUNICATION

We're all about keeping things quick and efficient. Emails, texts, e-signatures—it's all good with us. Let's get this deal done!

12. ELECTRONIC SIGNATURES

A digital signature is just as good as the old-fashioned kind. You click, we close—it's as simple as that.

THE DECLARATION OF INSURANCE

By signing this the Salesperson is stating they carry insurance as required by TRESA. This is one of the many benefits of using organized real estate.

SCHEDULE A

Outlines how commission will be handled in some unique scenarios and outlines the services offered by your Designated Representative.



Tenant Designation Representation Agreement FORM 372 Plain Language Forms



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Tenant Designated Representation Agreement



FORM 372 LISTING AGREEMENT

GENERAL USE

This form is a contract between the Tenant and their TrilliumWest Designated Representative which gives the company the authority and permission to act on behalf of the Tenant for the rental of a property. By signing this form the company and designated representative must legally represent the best interest of the Tenant in the transaction for the duration of the agreement.

THIS IS AN EXCLUSIVE BUYER REPRESENTATION AGREEMENT

This section identifies the parties to the agreement and sets the time-frame that the contract will be in effect. **Note that the length of the agreement is negotiable and you can only sign one Landlord Representation Agreement at a time.*

PROPERTY TYPE (USE)

This details the type of property the client is looking for. Example: single family, multi residential, high rise condo, rural property etc.

GEOGRAPHIC LOCATION

This indicates the area agreed upon by both Tenant and the real estate company for which the agreement is valid - typically the Tenants desired purchase area which can be very specific or broad in nature.

1. DEFINITIONS AND INTERPRETATIONS

This section makes sure everyone knows their role. “Tenant” means you, the one on the hunt for the perfect home, and yes, we’ve got all the legal lingo covered so there’s no confusion.

2. COMMISSION

Here’s where we explain how we get paid—either by the Landlord’s side or, if necessary, by you. But don’t worry, we’re worth every penny!

3A. REPRESENTATION

We’re here to help you find your dream home, and we’ll represent your interests every step of the way—even if we’re juggling a few other clients too. We’ve got this!

3B. MULTIPLE REPRESENTATION

If we end up representing both you and the Landlord, rest assured we’ll be as neutral as possible. No favoritism here—just good, clean real estate.

4. REFERRAL OF PROPERTIES

Seen a property that caught your eye? Let us know, and we’ll make sure everything’s handled by the book. No DIY deals—let the pros take care of it.

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Tenant Designated Representation Agreement

We're experts in finding homes, but not necessarily in inspecting them. So, do yourself a favor and get a good inspector—better safe than sorry!

6. FINDER'S FEE

Occasionally, we might get a little extra for our hard work. It's like a well-deserved pat on the back, but it doesn't affect your wallet.

7. CONSUMER REPORTS

We might peek at your credit to make sure everything's in order—nothing personal, just business. And don't worry, your secrets are safe with us.

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We'll use your info to help you find the right place. And yes, we might share it with a few trusted partners, but only because we want the best for you.

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This agreement sticks with you, and whoever might take your place. We're here for the long haul, no matter who's in charge.

10. CONFLICT OR DISCREPANCY

If there's a conflict, the extra terms take the lead. Rest easy, this agreement covers everything—no hidden traps here.

11. ELECTRONIC COMMUNICATION

We're all about keeping things quick and efficient. Emails, texts, e-signatures—it's all good with us. Let's get this deal done!

12. ELECTRONIC SIGNATURES

This section just allows this agreement to be sent electronically and it will still be legally binding. **Electronic signing programs are now commonly used in the real estate profession. Be sure to use a system that can authenticate and provide a verification certificate.*

THE DECLARATION OF INSURANCE

By signing this the Salesperson is stating they carry insurance as required by TRESA. This is one of the many benefits of using organized real estate.

SCHEDULE A

Outlines how commission will be handled when in some unique scenarios and outlines the services offered by your Designated Representative.

