

# **Listing Agreement**

## **Seller Representation Agreement**

### **Authority to Offer for Sale**

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# Listing Agreement

## Seller Representation Agreement

### Authority to Offer for Sale

**GENERAL USE:** This Form is a contract between a Seller and a Brokerage that gives the Brokerage permission to act on the Seller's behalf when they offer their property for sale. A written agreement is required to ensure compliance with the Trust in Real Estate Services Act, 2002 and its Regulations (TRESA).

This section provides an area to obtain initials from the Seller indicating whether the listing is to be placed on the MLS® System or remain exclusive with the Brokerage. Listing on the MLS® System may result in more offers being received, but this is not a guarantee. An Exclusive Listing does not permit any public marketing of the Property and may result in a lower number of offers.

This is a **Multiple Listing Service® Agreement**  **OR** **Exclusive Listing Agreement** **EXCLUSIVE**

(Seller's Initials) (Seller's Initials)

This section of the Agreement identifies the parties involved. Under a Brokerage Representation Agreement, all agents employed by the Brokerage provide both services and representation to the Seller.

**BETWEEN:**

**BROKERAGE:** ..... (the "Listing Brokerage") Tel. No. ....

**SELLER:** ..... (the "Seller")

This section identifies the property to be listed for sale.

This section also identifies the commencement and expiry date of the Agreement. To comply with TRESA, this information must be displayed prominently on the first page of the Agreement and requires the Seller to initial next to the expiry date. The statement identifies that the length of time of the Listing Period is negotiable, however, if this is an MLS® Listing, it may be subject to a minimum number of days.

In consideration of the Listing Brokerage listing the real property for sale known as..... (the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,

**commencing** at ..... on the ..... day of ..... , 20..... (a.m./p.m.)

**and expiring at** 11:59 p.m. on the ..... day of ..... , 20..... (the "Listing Period"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Trust in Real Estate Services Act, 2002 (TRESA), **the Listing Brokerage must obtain the Seller's initials.** } (Seller's Initials)

This section identifies the listing price for the property. The listing price is identified in both words and numbers to ensure there is no discrepancy. It is important to note that the price and/or terms within the Agreement are at the Seller's request after having a discussion with their REALTOR®.

to offer the Property for sale at a price of: Dollars (CDN\$) .....

..... Dollars

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller is warranting they are not a party to any other listing agreement for the Property to assist Members in complying with their obligations not to communicate with another brokerage's client without consent. The Seller is required to initial this statement to acknowledge they have read and understood it. Should a property be co-listed for sale with another brokerage, the oval circle would not be initialled and the brokerage which is co-listing the property should be identified on a Schedule to the Agreement. Schedule A is automatically included with the Agreement. When additional schedules are required, they would be identified here (e.g., Schedule B, C). Additional schedules could contain terms relating to the Agreement or documents provided by the Seller such as a survey.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the Property.

**Schedule A**, ..... attached hereto forms part of this Agreement, of which **Schedule A** sets out the details with respect to the services, confidentiality and representation of the Listing Brokerage.

**INITIALS OF LISTING BROKERAGE:**

**INITIALS OF SELLER(S):**

1. **DEFINITIONS AND INTERPRETATIONS:** This clause clarifies the terms used in the Agreement to ensure there is no misunderstanding between the parties as to the definitions of Buyer, Seller and self-represented assistance as they are referred to in the document.

1. **DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Authority" or "Agreement"): "Seller" includes vendor, a "buyer" includes a purchaser, or a prospective purchaser. "Self-represented assistance" shall mean assistance provided to a self-represented party. 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. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. A "real estate board" includes a real estate association. "Public Marketing" shall have the same meaning as set out in REALTOR® Cooperation Policy as published by the Canadian Real Estate Association.

2. **COMMISSION:** This clause identifies the commission payable to the Brokerage. Commission can be a percentage of the sale price, a flat fee, or a combination of both. Commission may not be set by law, any government authority, or a real estate Board/Association but is fully negotiable between the Seller and the Brokerage. The clause also authorizes the Brokerage to co-operate with any other brokerage and identifies how the total commission will be shared with a co-operating brokerage. In some instances, there will be no co-operating brokerage, such as when the buyer is also represented by the Listing Brokerage or a designated representative of the Listing Brokerage or when the buyer is a self-represented party. Where there is no co-operating brokerage, the total commission is still payable to the Listing Brokerage. Should there be any instances where the total commission is not to be charged, those terms will be clearly identified on a schedule to the Agreement.

The section also identifies a **Holdover Period** which is a specified number of days after the Agreement expires where the Brokerage would be entitled to commission if the Buyer was introduced to or shown the property during the contract period. Should the Seller list the Property with another brokerage during the Holdover Period, the commission owed to the first brokerage is reduced by the commission owed to the new brokerage.

2. **COMMISSION:** In consideration of the Listing Brokerage listing the Property:

(i) the Seller agrees to pay the Listing Brokerage a commission of .....% of the sale price of the Property or ..... ("total commission") for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller.

(ii) the Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage) and to offer to pay the co-operating brokerage a commission of .....% of the sale price of the Property or ..... Payment to the co-operating brokerage shall be made by the Listing Brokerage out of the total commission calculated above.

All amounts set out as commission are to be paid plus applicable taxes on such commission. (Seller's Initials)

The Seller further agrees that the total commission calculated above shall be payable to the Listing Brokerage even if there is no co-operating brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone

on the Seller's behalf within ..... days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period.

If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

3. **REPRESENTATION:** This clause describes the types of representation that can occur in a real estate transaction and identifies the Brokerage can provide assistance to a self-represented party. This section also describes how multiple representation will impact the duties owed and services provided. Prior to any consent required from the Seller in order to proceed, the Brokerage must provide specific information relating to operating under multiple representation, advise the Seller to seek independent professional advice, and obtain their consent for the transaction to proceed under multiple representation. This section does not constitute the required disclosure and consent a REALTOR® must receive to have a trade under multiple representation.

3. **REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Self-Represented Party assistance. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage listing other properties that may be similar to the Seller's Property without any claim by the Seller of conflict of interest.

**MULTIPLE REPRESENTATION:** The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. 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 Listing Brokerage will require the Seller's written consent to represent both the Seller and the buyer for the transaction.

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;

INITIALS OF LISTING BROKERAGE: ( )

INITIALS OF SELLER(S): ( )

- the price the buyer should offer or the price the Seller should accept;
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer, unless otherwise directed in writing by the Seller; and
- the Listing Brokerage shall not disclose to the Seller the terms of any other offer by the buyer.

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.

**MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** The Seller understands and acknowledges where both the Seller and buyer are represented by a designated representative of the Listing Brokerage, multiple representation will not result, unless that designated representative represents more than one client in the same trade, and will require consent in writing for such multiple representation. In the event of multiple representation and designated representation, the Listing 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.

4. *NOTICES: This section identifies the Seller is appointing the Brokerage as their agent for the purpose of giving and receiving notices related to any Agreement of Purchase and Sale. This clause aligns with the Agreement of Purchase and Sale where Members can insert a fax number or email address for this purpose. The provision states the Brokerage may not be appointed agent under multiple representation or where the party is self-represented.*
4. **NOTICES:** The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property. The Listing 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 Listing Brokerage represents both the Seller and the buyer (multiple representation). Where the buyer is a self-represented party the Listing Brokerage shall not be appointed or authorized to be agent for the purpose of giving and receiving notices for the self-represented party.
5. *FINDERS FEES: This clause obtains an acknowledgement that the Brokerage could receive a financial benefit related to a transaction. The Seller consents to the Brokerage receiving the benefit in addition to any commission paid by the Seller. At the time a financial benefit arises there will have to be disclosure as required under TRESA.*
5. **FINDERS FEES:** The Seller acknowledges that the Listing Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Listing Brokerage in addition to the Commission as described above.
6. *REFERRAL OF ENQUIRIES: This clause requires the Seller to advise the Brokerage of any enquiries they may receive about the Property during the listing period. The Seller is obligated to advise the Brokerage immediately, and should the Seller accept an offer during the listing period or holdover period as described above without referring the buyer to the Brokerage, the Seller is obligated to pay the agreed-upon commission to the Brokerage.*
6. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period, the Seller agrees to pay the Listing Brokerage the amount of Commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
7. *MARKETING: This clause sets out the parameters for any marketing the Brokerage may do during the listing period. This includes placing a 'For Sale' sign and a 'Sold' sign on the property. The Brokerage has the authority to make all advertising decisions, and this clause obtains an agreement by the Seller not to hold the Listing Brokerage or any other identified party liable regarding the advertising unless it is through the Brokerage's negligence or wilful act. The Seller also acknowledges the Brokerage must comply with the requirements of CREA for placing a listing on the MLS® System once any public marketing has occurred. This can include flyers advertising the property for sale, digital marketing on public facing websites or social media, a "for sale" sign on the property, or any other type of promotion intended for the general public. Any restrictions to a brokerage's advertising, such as publishing the address, photos, videos, etc., should be discussed and detailed in the Agreement.*
7. **MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act. The Seller acknowledges the Listing Brokerage in accordance with MLS® Rules and Regulations, and the Canadian Real Estate Association REALTOR® Code of Ethics, this Listing shall be, within three (3) days of Public Marketing, placed on an MLS® System for cooperation with other REALTORS®.
8. *WARRANTY: This clause obtains the Seller's warranty that they are authorized to sign this Agreement and that any third party interests or claims have been disclosed to the Brokerage.*
8. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
9. *INDEMNIFICATION AND INSURANCE: This clause states the Seller will not hold the Brokerage liable for loss or damage to the Property or contents unless it was caused by the Brokerage's gross negligence or wilful act. The Seller agrees to indemnify any Brokerage or agent should there be a claim against them based on any breach of a warranty or representation made by the Seller.*  
*Further, this clause obtains the Seller's warranty there is insurance on the property, including personal liability insurance. The Seller provides a warranty that the insurance will be maintained on the Property up to the time of completion.*
9. **INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Listing Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Listing Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the Commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form. The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Listing Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.

**INITIALS OF LISTING BROKERAGE:**

**INITIALS OF SELLER(S):**



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10. **FAMILY LAW ACT:** This clause states that if spousal consent is necessary, the spouse is required to sign the Listing Agreement. It is important to confirm this information at the time of entering into the Agreement to help ensure any necessary consent required for the sale will be obtained when necessary.
10. **FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
11. **VERIFICATION OF INFORMATION:** This clause authorizes the Brokerage to obtain information from governments, mortgagees and others to help with the listing and sale of the Property. It is important to confirm this information at the time of entering into the Agreement to help ensure there is no misrepresentation of the Property.
11. **VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information affecting the Property from any regulatory authorities, governments, mortgagees or others and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
12. **USE AND DISTRIBUTION OF INFORMATION:** This clause is necessary in order to facilitate the sale of the Property and to ensure compliance with privacy laws. It obtains the Seller's consent for the collection, use and disclosure of personal information, advertising the Property using any medium including the internet, and disclosing the information to others as required to assist in the sale of the Property. If this is an MLS® listing, this clause allows for the placement of information and documents on the MLS® System including publishing the sold information. The clause also identifies the parties who are authorized to use the information and describes how it may be used for statistical purposes, comparative market analyses, or other such uses deemed appropriate with the listing, marketing and selling of real estate.
- This clause also provides for the Seller to initial their preference on being contacted by any other Board/Association Member once the listing is expired if the Property is not sold.
12. **USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Listing Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Listing Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Listing Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Listing Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.
- |                                                                                                                                                                                                                                                                                                                                                 |                                                                                                      |                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <p>In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:</p> <p>consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.</p> | <br><b>Does</b> | <br><b>Does Not</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
13. **SUCCESSORS AND ASSIGNS:** This clause identifies that others who are legally acting on behalf of the Seller are also bound by the terms of the Agreement. This results in the continued validity of the Agreement upon the passing of the Seller.
13. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
14. **CONFLICT OR DISCREPANCY:** This clause identifies that in the event terms are added to the Agreement, for example by way of a schedule, and the added terms conflict with or there is a discrepancy with a pre-printed clause, then the added terms override the pre-printed provision. It also indicates that there are no other representations, warranties, agreements or conditions, and the Agreement is considered the entire Agreement between the Seller and the Brokerage.
14. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between the Seller and the Listing Brokerage. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.
15. **ELECTRONIC COMMUNICATION:** This clause identifies that the Agreement and any other document or communication related to the Agreement can be sent electronically and will be binding as the signatures are treated as if the party signed in ink. It also identifies that the Seller has received and retained a copy which assists in complying with the obligations under TRESA to provide a copy of the Agreement to the party immediately upon signing.
15. **ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

INITIALS OF LISTING BROKERAGE: 

INITIALS OF SELLER(S): 



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16. **ELECTRONIC SIGNATURES:** This clause only applies if the document is signed electronically. It provides consent to use electronic signatures for the Agreement in accordance with legislation.

**16. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.

*This section provides that the Brokerage will market the Property and represent the Seller and advise them on any offer received in order to obtain an offer satisfactory to the Seller.*

**THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.**

.....  
(Authorized to bind the Listing Brokerage)

.....  
(Date)

.....  
(Name of Person Signing)

*This section identifies the Seller has read and understood the terms of the Agreement and obtains a signature from the Seller along with the date of signing. It states that all terms affecting the Agreement are within the Agreement and any schedule. The Seller also warrants that any information within the Agreement or data form is accurate.*

**THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL.** Any representations contained herein or as shown on any accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

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

.....  
(Signature of Seller)

.....  
(Seal)

.....  
(Date)

.....  
(Tel. No.)

.....  
(Signature of Seller)

.....  
(Seal)

.....  
(Date)

.....  
(Tel. No.)

*SPOUSAL CONSENT: This section obtains a signature from a non-titled spouse providing consent to list the Property. If consent is not required as per Clause 10 FAMILY LAW ACT, no signature is required here.*

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

.....  
(Spouse)

.....  
(Seal)

.....  
(Date)

.....  
(Tel. No.)

*DECLARATION OF INSURANCE: This section is completed and signed by the REALTOR® representing the Seller. It confirms the individual is insured as required by TRESA.*

#### DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record .....

.....  
(Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by TRESA.

.....  
(Signature(s) of Salesperson/Broker/Broker of Record)

*ACKNOWLEDGEMENT: This section obtains the signature of the Seller indicating they understand the terms and the date they have received a copy of the Agreement as required under TRESA.*

#### ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the ..... day of ....., 20 .....

.....  
(Signature of Seller)

.....  
(Date)

.....  
(Signature of Seller)

.....  
(Date)



**Schedule A**  
**Listing Agreement**  
**Seller Representation Agreement**  
**Authority to Offer for Sale**

*Schedule A is used to identify additional terms to the Agreement. The Brokerage, Seller and Property are identified to ensure the Schedule is attached to the correct Listing Agreement.*

This Schedule is attached to and forms part of the Listing Agreement Seller Representation Agreement, Authority to Offer for Sale (Agreement) between:

**BROKERAGE:** .....,and

**SELLER:** .....

**PROPERTY:** .....

This Schedule to the Agreement, *inter alia*, sets out the details of the provision of services, confidentiality and representation by the Listing Brokerage, and subject to the terms of Clause 14 in the Agreement (Conflict or Discrepancy), is in addition to provision of services, confidentiality and representation set out in the Agreement.

*TRESA requires all representation agreements to include the services being provided under the Agreement. This Schedule can be used to identify these services and outline the confidentiality and representation being provided. It is important to note that every Seller is unique and the services being provided should be discussed with the Seller to ensure there is no misunderstanding of their expectations.*

*Examples of services provided by a Brokerage can include:*

- *Provide a CMA and advise on an appropriate listing price*
- *Review property information to ensure accuracy*
- *Assist in identifying potential defects requiring disclosure to a prospective buyer*
- *Advertise the property*
- *Conduct an open house*
- *Show the property to prospective buyers*
- *Advise on competing offer scenarios*
- *Advise on sharing the content of offers*
- *Assist the Seller in completing any conditions or terms of an offer*
- *Negotiate favourable terms*

This form must be initialised by all parties to the Agreement.

**INITIALS OF LISTING BROKERAGE:**

**INITIALS OF SELLER(S):**