

Form 346

for use in the Province of Ontario

This is an Exclusive Tenant Representation Agreement, Authority for Lease or Purchase

BETWEEN:

BROKERAGE:....., (the "Brokerage")

ADDRESS:

AND

(Tel. No.)

(Fax No.)

TENANT:....., (the "Tenant")

ADDRESS:

The Tenant hereby gives the Brokerage the **exclusive and irrevocable authority** to act as the Tenant'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..... (Expiry Date),

Tenant acknowledges that the time period for this Agreement is negotiable between the Tenant and the Brokerage, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), **if the time period for this Agreement exceeds six months, the Brokerage must obtain the Tenant's initials.**

(Tenant's Initials)

for the purpose of locating a real property meeting the following general description:

Property Type (Use):

Geographic Location:

The Tenant hereby warrants that the Tenant is not a party to a representation agreement with any other registered real estate brokerage for the lease or purchase of a real property of the general description indicated above.

(Tenant's Initials)

- DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Authority" or "Agreement"): "Tenant" includes a lessee, purchaser, buyer, a "landlord" includes a lessor, vendor, seller or a prospective lessor, vendor or seller and a "real estate board" includes a real estate association. A lease shall be deemed to include the entering into of any agreement of purchase and sale, any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, and any rental agreement, sub-lease or renewal of a lease. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, Tenant 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:** In consideration of the Brokerage undertaking to assist the Tenant, the Tenant agrees to pay commission to the Brokerage as follows: If, during the currency of this Agreement, the Tenant enters into a lease, agreement to lease or purchase of a real property of the general description indicated above, the Tenant agrees the Brokerage is entitled to receive and retain any commission offered by a listing brokerage or by the landlord. The Tenant understands that the amount of commission offered by a listing brokerage or by the landlord may be greater or less than the commission stated below. The Tenant understands that the Brokerage will inform the Tenant of the amount of commission to be paid to the Brokerage by the listing brokerage or the landlord at the earliest practical opportunity. The Tenant acknowledges that the payment of any commission by the listing brokerage or the landlord will not make the Brokerage either the agent or sub-agent of the listing brokerage or the landlord.

INITIALS OF BROKERAGE:

INITIALS OF TENANT(S):

If, during the currency of this Agreement, the Tenant enters into a lease or agreement to lease of the general description indicated above, the Tenant agrees that the Brokerage is entitled to be paid a commission of
.....
or for an agreement to purchase any property of the general description indicated above the Tenant agrees that the Brokerage is entitled to be paid a commission of % of the sale price of the property or

The Tenant agrees to pay directly to the Brokerage any deficiency between this amount and the amount, if any, to be paid to the Brokerage by a listing brokerage or by the landlord. The Tenant understands that if the Brokerage is not to be paid any commission by a listing brokerage or by the landlord, the Tenant will pay the Brokerage the full amount of commission indicated above.

The Tenant agrees to pay the Brokerage such commission if the Tenant enters into an agreement within days after the expiration of this Agreement (Holdover Period) to lease or purchase any real property shown or introduced to the Tenant from any source whatsoever during the term of this Agreement, provided, however, that if the Tenant enters into a new tenant representation agreement with another registered real estate brokerage after the expiration of this Agreement, the Tenant's liability to pay commission to the Brokerage shall be reduced by the amount paid to the other brokerage under the new agreement.

The Tenant agrees to pay such commission as described above even if a transaction contemplated by an agreement to lease or purchase agreed to or accepted by the Tenant or anyone on the Tenant's behalf is not completed, if such non-completion is owing or attributable to the Tenant's default or neglect. Said commission, plus any applicable taxes, shall be payable in the case of a lease or tenancy, the earlier of the date of occupancy by the Tenant or the date set for commencement of the lease or tenancy or in the case of a purchase on the date set for completion of the purchase of the property. All amounts set out as commission are to be paid plus applicable taxes on such commission.

This Agreement applies for the lease or purchase of one real property. Notwithstanding the foregoing, in the event that the Tenant leases a property, this agreement remains in force as set out herein for the purchase of the leased property or a property of the general description indicated above. The leasing of a property by the Tenant does not terminate this Agreement with respect to the purchase of a property.

3. REPRESENTATION: The Tenant acknowledges that the Brokerage has provided the Tenant with written information explaining agency relationships, including information on Tenant Representation, Sub-Agency, Landlord Representation, Multiple Representation and Customer Service. The Brokerage shall assist the Tenant in locating a real property of the general description indicated above and shall represent the Tenant in an endeavour to procure the acceptance of a lease, agreement to lease or purchase such a property.

The Tenant acknowledges that the Tenant may not be shown or offered all properties that may be of interest to the Tenant. The Tenant hereby agrees that the terms of any any Tenant's lease, agreement to lease or purchase the property will not be disclosed to any other tenant. The Tenant further acknowledges that the Brokerage may be entering into tenant representation agreements with other tenants who may be interested in the same or similar properties that the Tenant may be interested in leasing or buying and the Tenant hereby consents to the Brokerage entering into tenant representation agreements with other tenants who may be interested in the same or similar properties without any claim by the Tenant of conflict of interest. The Tenant hereby appoints the Brokerage as agent for the purpose of giving and receiving notices pursuant to any offer or agreement to lease or purchase a property negotiated by the Brokerage.

MULTIPLE REPRESENTATION: The Tenant hereby acknowledges that the Brokerage may be entering into listing agreements with landlords of properties the Tenant may be interested in leasing or buying. In the event that the Brokerage has entered into or enters into a listing agreement with the landlord of a property the Tenant may be interested in leasing or buying, the Brokerage will obtain the Tenant's written consent to represent both the Tenant and the landlord for the transaction at the earliest practicable opportunity and in all cases prior to any lease, agreement to lease or purchase submitted or conveyed.

The Tenant understands and acknowledges that the Brokerage must be impartial when representing both the Tenant and the landlord and equally protect the interests of the Tenant and the landlord in the transaction. The Tenant understands and acknowledges that when representing both the Tenant and the landlord, the Brokerage shall have a duty of full disclosure to both the Tenant and the landlord, including a requirement to disclose all factual information about the property known to the Brokerage.

However, The Tenant further understands and acknowledges that 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 Tenant or landlord, 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.

However, it is understood that factual market information about comparable properties and information known to the Brokerage concerning potential uses for the property will be disclosed to both Tenant and landlord to assist them to come to their own conclusions.

Where a Brokerage represents both the Tenant and the landlord (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Tenant or the landlord for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Tenant understands and agrees that the Brokerage also provides representation and customer service to other tenants and landlords. If the Brokerage represents or provides customer service to more than one tenant or landlord for the same trade, the Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all tenants and landlords of the nature of the Brokerage's relationship to each tenant and landlord.

4. REFERRAL OF PROPERTIES: The Tenant agrees that during the currency of this Tenant Representation Agreement the Tenant will act in good faith and work exclusively with the Brokerage for the lease or purchase of a real property of the general description indicated above. The Tenant agrees that, during the currency of this Agreement, the Tenant shall advise the Brokerage immediately of any property of interest to the Tenant that came to the Tenant's attention from any source whatsoever, and all leases, agreements to lease or purchase submitted by the Tenant shall be submitted through the Brokerage to the landlord. If the Tenant arranges a valid agreement to lease or purchase any property of the general description indicated above that came to the attention of the Tenant during the currency of this Agreement and the Tenant arranges said agreement during the currency of this Agreement or within the Holdover Period after expiration of this Agreement, the Tenant agrees to pay the Brokerage the amount of commission set out above in Paragraph 2 of this Agreement, payable within (5) days following the Brokerage's written demand therefor.

INITIALS OF BROKERAGE: 

INITIALS OF TENANT(S): 

5. **INDEMNIFICATION:** The Brokerage and representatives of the Brokerage are trained in dealing in real estate but are not qualified in determining the physical condition of the land or any improvements thereon. The Tenant agrees that the Brokerage and representatives of the Brokerage will not be liable for any defects, whether latent or patent, to the land or improvements thereon. All information supplied by the landlord or seller or the listing brokerage may not have been verified and is not warranted by the Brokerage as being accurate and will be relied on by the Tenant at the Tenant's own risk. The Tenant acknowledges having been advised to make their own enquiries to confirm the condition of the property.
6. **FINDERS FEE:** The Tenant acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Tenant consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
7. **CONSUMER REPORTS: The Tenant is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**
8. **USE AND DISTRIBUTION OF INFORMATION:** The Tenant consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Tenant including, but not limited to: locating, assessing and qualifying properties for the Tenant; advertising on behalf of the Tenant; providing information as needed to third parties retained by the Tenant to assist in a transaction (e.g. financial institutions, building inspectors, etc...); and such other use of the Tenant's information as is consistent with the services provided by the Brokerage in connection with the lease or prospective lease of the property.

The Tenant agrees that the sale and related information regarding any property leased or purchased by the Tenant through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes and for such other use of the information as the Brokerage and/or board deems appropriate in connection with the listing, marketing and selling of real estate, including conducting comparative market analyses.

The Tenant 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.
9. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
10. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement 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 provisions added to this Agreement, shall constitute the entire Agreement between the Tenant and the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
11. **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 Tenant by electronic means shall be deemed to confirm the Tenant has retained a true copy of the Agreement.
12. **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.
13. **SCHEDULE(S):**..... attached hereto form(s) part of this Agreement.

THE BROKERAGE AGREES TO REPRESENT THE TENANT IN LOCATING A REAL PROPERTY OF THE GENERAL DESCRIPTION INDICATED ABOVE IN AN ENDEAVOUR TO OBTAIN THE ACCEPTANCE OF AN AGREEMENT TO LEASE OR PURCHASE A PROPERTY ON TERMS SATISFACTORY TO THE TENANT.

.....
 (Authorized to bind the Brokerage) (Date) (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein 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 Tenant) (Seal) (Date) (Tel. No.)

 (Signature of Tenant) (Seal) (Date) (Tel. No.)

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 REBBA.


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

ACKNOWLEDGEMENT

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

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

 (Signature of Tenant) (Date)

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