

# Confirmation of Co-operation and Representation Tenant/Landlord

**TENANT:** Hye Ran Yoo, Peng Wang

**LANDLORD:** Rajiv Kalra

For the transaction on the property known as: 329 Paseo Private, South of Baseline to Knoxdale, ON K2G 3N1

**DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Confirmation of Co-operation and Representation:

"Landlord" includes a lessor, seller or vendor, or a prospective landlord or lessor, seller or vendor and "Tenant" includes a lessee, buyer or purchaser or a prospective tenant, lessee, buyer or purchaser and "lease" includes a sale, and "Agreement to Lease" includes an Agreement of Purchase and Sale. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representative(s) of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the Brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

**DECLARATION OF INSURANCE:** The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Trust in Real Estate Services Act, 2002 (TRESA).

## 1. LANDLORD BROKERAGE (Single Representation)

- a) ☒ The Landlord Brokerage or a Designated Representative of the Landlord Brokerage represents the interests of the Landlord in this transaction. It is further understood and agreed that:
- 1) ☒ Neither the Landlord Brokerage nor a Designated Representative of the Landlord Brokerage is representing the Tenant and has not entered into a representation agreement with the Tenant.
  - 2) ☐ The Landlord Brokerage or a Designated Representative of the Landlord Brokerage is providing assistance to the Tenant and the Tenant is a self-represented party.
  - 3) ☐ The Landlord client and Tenant client are each separately represented by different designated representatives of the same Brokerage and there is no multiple representation.

## 2. LANDLORD BROKERAGE (Multiple Representation)

- a) ☐ The Landlord Brokerage has entered into Representation Agreement with the Tenant and there is Multiple Representation.
- b) ☐ The Designated Representative who represents the Landlord also represents the Tenant and there is Multiple Representation.

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

## 3. PROPERTY LEASED BY TENANT BROKERAGE

- a) ☐ The Brokerage or a Designated Representative of the Brokerage represents the Tenant and the Brokerage will be paid by the Tenant directly.

## 4. CO-OPERATING BROKERAGE

### a) ☒ CO-OPERATING BROKERAGE – REPRESENTATION:

- 1) ☒ The Co-operating Brokerage or a Designated Representative of the Co-operating Brokerage represents the interests of the Tenant in this transaction.

### b) ☒ CO-OPERATING BROKERAGE – COMMISSION:

- 1) ☒ The Landlord Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property in the amount of **0.5 month rent + HST** to be paid from the amount paid by the Landlord to the Landlord Brokerage.  
(Commission As Indicated In MLS® Information)
- 2) ☐ The Co-operating Brokerage will be paid as follows:

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

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

TENANT

CO-OPERATING/TENANT BROKERAGE

LANDLORD

LANDLORD BROKERAGE



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Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Landlord Brokerage, then the agreement between Landlord Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Landlord. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Landlord Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 4 above. The Landlord Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

**SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)**

<b>ROYAL LEPAGE INTEGRITY REALTY</b> (Name of Co-operating/Tenant Brokerage) <b>Carling Ave. UNIT 6 Ottawa ON K2A1H1</b> Tel.: <b>(613) 829-1818</b> Fax: _____  (Authorized to bind the Co-operating/Tenant Brokerage) (Date) <b>TODD LAVIGNE, Gina Kim</b> (Print Name of Salesperson/Broker/Broker of Record)	<b>ROYAL LEPAGE TEAM REALTY</b> (Name of Landlord Brokerage) _____ Tel.: <b>(613) 592-6400</b> Fax: _____  (Authorized to bind the Landlord Brokerage) (Date) <b>Brian Rochester</b> (Print Name of Salesperson/Broker/Broker of Record)
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**CONSENT FOR MULTIPLE REPRESENTATION**

The Tenant and Landlord confirm that they have previously consented to Multiple Representation.  
The Tenant and Landlord consent with their initials Multiple Representation for this transaction.

 **INITIALS OF TENANT(S)**  **INITIALS OF LANDLORD(S)**

**ACKNOWLEDGEMENT**

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

(Signature of Tenant) <b>Hye Ran Yoo</b> _____	(Date) _____	(Signature of Landlord) <b>Rajiv Kalra</b> _____	(Date) _____
(Signature of Tenant) <b>Peng Wang</b> _____	(Date) _____	(Signature of Landlord) _____	(Date) _____