

Listing Agreement – Commercial Landlord Representation Agreement Authority to Offer for Lease

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Listing Agreement – Commercial Landlord Representation Agreement Authority to Offer for Lease

GENERAL USE: The Listing Agreement is a contract between a Landlord and a real estate company authorizing the real estate company to represent the Landlord when a Landlord would like to offer their property for lease on the open market.

This section of the Agreement identifies the parties involved and specifies the time period for the contract. If the time period is greater than six months then the Real Estate and Business Brokers Act and the Real Estate Council of Ontario require that the Landlord(s) initial in the oval beside the bracket. There is also a statement in the form of a representation or warranty stating that the Landlords are party to another contract whether a Listing or an agreement to pay commission.

This is a **Multiple Listing Service® Agreement**  **OR** This Listing is **Exclusive** 
(Landlord's Initials) (Landlord's Initials)

BETWEEN:
BROKERAGE:
..... (the "Listing Brokerage")

LANDLORD (Lessor): (the "Landlord")

In consideration of the Listing Brokerage listing the property **for lease** known as.....

..... (the "Property")
the Landlord hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Landlord's agent,

commencing at 12:01 a.m. on the day of, 20.....,

until 11:59 p.m. on the day of, 20..... (the "Listing Period"),

{ Landlord acknowledges that the length of the Listing Period is negotiable between the Landlord 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 Real Estate and Business Brokers Act of Ontario (2002), **if the Listing Period exceeds six months, the Listing Brokerage must obtain the Landlord's initials.** **}** 
(Landlord's Initials)

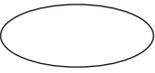
to offer the property **for lease** at a rent of:
.....
.....

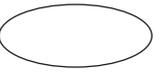
and upon the terms particularly set out herein, or at such other rent and/or terms acceptable to the Landlord. It is understood that the rent and/or terms set out herein are at the Landlord's personal request, after full discussion with the Listing Brokerage's representative regarding potential market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

The Landlord hereby represents and warrants that the Landlord 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 lease of the property.

1. DEFINITIONS AND INTERPRETATIONS: *The following section defines who will be referred to as the Landlord and Tenant for the remainder of the document.*

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):
"Landlord" includes lessor and a "tenant" includes a lessee, or a prospective lessee or tenant. A lease includes any rental agreement, sub-lease or renewal of a lease. The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. 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, 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.

INITIALS OF LISTING BROKERAGE: 

INITIALS OF LANDLORD(S): 

2. **COMMISSION:** An important section of the Agreement as it sets out the fee that will be paid to real estate company. It also authorizes the real estate company to cooperate with any other real estate companies in order to lease the property. This section details how the commission paid to the Listing real estate company will be shared with the cooperating real estate company. In addition there is a period after the expiry of the Agreement where the real estate company would be entitled to commission if the Tenant was introduced to or shown the property during the contract or Listing period. This is the "holdover period". Further, there is a possibility that the Brokerage may be entitled to commission even if the transaction did not close.

2. **COMMISSION:** In consideration of the Listing Brokerage listing the Property, the Landlord agrees to pay the Listing Brokerage a commission of

.....
.....
.....
for any valid offer to lease the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement **OR** such other terms and conditions as the Landlord may accept. Said commission to be payable on the earlier of occupancy by the Tenant or execution of the Lease. The Landlord 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 out of the commission the Landlord pays the Listing Brokerage.

The Landlord further agrees to pay such commission as calculated above if an agreement to lease is agreed to or accepted by the Landlord or anyone on the Landlord'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 to lease the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Landlord's liability for commission shall be reduced by the amount paid by the Landlord under the new agreement.

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

The Landlord acknowledges and agrees that, for any lease the Listing Brokerage arranges, any provisions for a period of free rent, abatement of rent, or rent inducement will not affect the calculation of the commission or other remuneration payable hereunder. The commission or other remuneration will be calculated on the basis of rent that, but for such free rent, abatement or rent inducement, would otherwise be payable.

If a lease the Listing Brokerage arranges contains an option to extend or renew, the Landlord agrees to notify the Listing Brokerage of the exercising of said option and to pay the Listing Brokerage upon the exercising of the said option or any future option, a further commission of

..... of the total rent for the term of such lease extension or renewal. It is understood and agreed that the said further commission is to be paid on the earlier of the date of execution of the extension or renewal or the date the extension or renewal commences. If a tenant to whom the Listing Brokerage rented or leased the Property effects an offer to purchase the Property during the tenancy period or any renewal of the tenancy agreement, the Landlord agrees to pay the Listing Brokerage a commission of % of the sale price of the Property or

..... for 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 Landlord's solicitor not be sufficient, the Landlord shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the tenant fails to complete the lease and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Landlord, the Landlord then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Landlord (but not to exceed the commission payable had a lease been consummated) and to pay the balance of the deposit to the Landlord.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

3. **REPRESENTATION:** This paragraph confirms that the real estate company and the salesperson have explained the different types of agency relationships that may occur in a real estate transaction.

3. **REPRESENTATION:** The Landlord acknowledges that the Listing Brokerage has provided the Landlord with written information explaining agency relationships, including information on Landlord Representation, Sub-agency, Tenant Representation, Multiple Representation and Customer Service. The Landlord understands that unless the Landlord is otherwise informed, the co-operating brokerage is representing the interests of the tenant in the transaction. The Landlord further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Landlord's Property and the Landlord hereby consents to the Listing Brokerage acting as an agent for more than one landlord without any claim by the Landlord of conflict of interest. Unless otherwise agreed in writing between Landlord and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Landlord pays the Listing Brokerage. The Landlord hereby appoints the Listing Brokerage as the Landlord's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to lease the Property.

MULTIPLE REPRESENTATION: The Landlord hereby acknowledges that the Listing Brokerage may be entering into tenant representation agreements with tenants who may be interested in leasing the Landlord's Property. In the event that the Listing Brokerage has entered into or enters into a tenant representation agreement with a prospective tenant for the Landlord's Property, the Listing Brokerage will obtain the Landlord's written consent to represent both the Landlord and the tenant for the transaction at the earliest practical opportunity and in all cases prior to any offer to lease being submitted or presented.

INITIALS OF LISTING BROKERAGE:

INITIALS OF LANDLORD(S):



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The Landlord understands and acknowledges that the Listing Brokerage must be impartial when representing both the Landlord and the tenant and equally protect the interests of the Landlord and tenant. The Landlord understands and acknowledges that when representing both the Landlord and the tenant, the Listing Brokerage shall have a duty of full disclosure to both the Landlord and the tenant, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Landlord further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Landlord may or will accept less than the listed rent, unless otherwise instructed in writing by the Landlord;
- that the tenant may or will pay more than the offered rent, unless otherwise instructed in writing by the tenant;
- the motivation of or personal information about the Landlord or tenant, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the rent the tenant should offer or the rent the Landlord should accept; and
- the Listing 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 Listing Brokerage concerning potential uses for the Property will be disclosed to both Landlord and tenant to assist them to come to their own conclusions.

Where a Brokerage represents both the Landlord and the Tenant (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 Landlord understands and agrees that the Listing Brokerage also provides representation and customer service to other landlords and tenants. If the Listing Brokerage represents or provides customer service to more than one landlord or tenant for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all landlords and tenants of the nature of the Listing Brokerage's relationship to each landlord and tenant.

- 4. REFERRAL OF ENQUIRIES: This section requires that the Landlord is to advise the real estate company of any enquiries made with respect to the property. If the enquiry results in an accepted offer to lease during the listing period or after, during the holdover period the Landlord will be liable to pay commission.*
- 4. REFERRAL OF ENQUIRIES:** The Landlord agrees that during the Listing Period, the Landlord shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to lease submitted to the Landlord shall be immediately submitted to the Listing Brokerage by the Landlord before the Landlord accepts or rejects the same. If any enquiry during the Listing Period results in the Landlord accepting a valid offer to lease during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Landlord 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.
- 5. MARKETING: The real estate brokerage is authorized to market the property. To do this there is permission to place a "For Lease" and "Leased" sign on the property.*
- 5. MARKETING:** The Landlord agrees to allow the Listing Brokerage to show and permit prospective tenants to fully inspect the Property during reasonable hours and the Landlord gives the Listing Brokerage the sole and exclusive right to place "For Lease" and "Leased" sign(s) upon the Property. The Landlord consents to the Listing Brokerage including information in advertising that may identify the Property. The Landlord further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Landlord 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.
- 6. WARRANTY: This warranty confirms that the Landlord has all the authority necessary in order to sign the Listing. It also confirms that the Landlord has disclosed outside interests such as first rights of refusal, easements, mortgages and so forth.*
- 6. WARRANTY:** The Landlord represents and warrants that the Landlord has the exclusive authority and power to execute this Authority to offer the Property for lease and that the Landlord 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 leasing of the Property.
- 7. INDEMNIFICATION AND INSURANCE: The Landlord will not hold the Listing Brokerage liable for loss or damage to the property or contents unless it was caused by the Listing Brokerage's gross negligence or a wilful act. Further the Landlord confirms that the Landlord has insurance to cover any injury or property damage that may occur.*
- 7. INDEMNIFICATION AND INSURANCE:** The Landlord will not hold the Listing Brokerage and representatives of the 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 Landlord agrees to indemnify and save harmless the Listing Brokerage and representatives of the 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 Landlord in this Agreement or the accompanying data form. The Landlord agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.
The Landlord 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 Landlord indemnifies the 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 and representatives of the Brokerage or co-operating brokerage made by anyone who attends or visits the Property.

INITIALS OF LISTING BROKERAGE:

INITIALS OF LANDLORD(S):



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8. **THE FAMILY LAW ACT:** *The Seller is warranting that if spousal consent is necessary then the spouse has signed this agreement.*
8. **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.
9. **VERIFICATION OF INFORMATION:** *This section authorizes the Salesperson to obtain information from governments, mortgagees and others in order to help with the lease of the property.*
9. **VERIFICATION OF INFORMATION:** The Landlord authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Landlord agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Landlord hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Landlord's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Landlord hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
10. **USE AND DISTRIBUTION OF INFORMATION:** *This provision is necessary in order to facilitate the lease of the property. In order to ensure compliance with privacy laws the Landlord consents to use and disclosure of personal information in order to market the property. This will include the use of photographs, surveys and so on.*
10. **USE AND DISTRIBUTION OF INFORMATION:** The Landlord consents to the collection, use and disclosure of personal information by the 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 tenants, brokerages, salespersons and others who may assist in the leasing of the Property; such other use of the Landlord's personal information as is consistent with listing and marketing of the Property. The Landlord consents, if this is an MLS® Listing, to placement of the listing information and leasing information by the 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 Landlord into the database(s) of the MLS® System of the appropriate Board. The Landlord hereby indemnifies and saves harmless the 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 Landlord 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 Landlord 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 Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and leasing of real estate during the term of the listing and thereafter. The Landlord 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.

Once a Listing has expired the Landlord can choose to be contacted or not to be contacted by other real estate salespersons.

<p>In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not leased, the Landlord, by initialling: consent to allow other real estate board members to contact the Landlord after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.</p>	<input type="radio"/> (Does)	<input type="radio"/> (Does Not)
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11. **SUCCESSORS AND ASSIGNS:** *This states that heirs, estate trustees or any other party legally acting on behalf of the Landlord must also abide by the terms of this Agreement.*
11. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
12. **CONFLICT OR DISCREPANCY:** *In the event something is added to the agreement, for example by way of schedule and the added part is in conflict or there is a discrepancy with a pre-printed clause, then the added part overrides the pre-printed provision.*
12. **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 Authority from the Landlord to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
13. **ELECTRONIC COMMUNICATION:** *This confirms that communications may occur electronically and will still be binding.*
13. **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 Landlord by electronic means shall be deemed to confirm the Landlord has retained a true copy of the Agreement.

INITIALS OF LISTING BROKERAGE:

INITIALS OF LANDLORD(S):

14. **ELECTRONIC SIGNATURES:** *This clause provides consent if the parties use electronic signatures with respect to this Agreement.*

14. 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.

15. **SCHEDULE(S):** *If something has been added such as a form, it should be noted here.*

15. SCHEDULE(S) and data form attached hereto form(s) part of this Agreement.

This sections provides that the listing company will market the property in order to obtain an offer acceptable to the Landlord. The salesperson will sign the Listing on behalf of the brokerage.

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

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

THIS AUTHORITY HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL.
Any representations contained herein or as shown on the 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:

.....
(Name of Landlord)

..... DATE
(Signature of Landlord/Authorized Signing Officer) (Seal) (Tel. No.)

..... DATE
(Signature of Landlord/Authorized Signing Officer) (Seal)

SPOUSAL CONSENT: The undersigned spouse of the Landlord 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.

..... DATE
(Spouse) (Seal)

The Declaration of Insurance is signed by the Salesperson stating that they carry as required by the Real Estate and Business Brokers Act (REBBA)

DECLARATION OF INSURANCE

The broker/salesperson
(Name of Broker/Salesperson)
hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.
.....
(Signature(s) of Broker/Salesperson)

ACKNOWLEDGEMENT

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

..... Date:
(Signature of Landlord)

..... Date:
(Signature of Landlord)