

Form 244

for use in the Province of Ontario

DISCLAIMER:

The Ontario Real Estate Association ("OREA") owns certain standardized forms that are commonly used in Ontario real estate transactions ("OREA Standard Forms"), and a set of standard clauses ("Clauses") for use with these forms.

In an effort to assist its members, OREA has prepared a set of annotated OREA Standard Forms (the "Annotated Forms") providing explanations of a general nature with respect to certain provisions contained therein. These Annotated Forms are provided for personal educational purposes only and are not for commercial use. While great care and consideration is taken in researching and creating these Annotated Forms, the explanations contained therein are for informational purposes only and are not to be relied upon or construed as real estate, legal, accounting or other professional advice or a substitute thereof. The explanations are meant only to be a general simple overview and are not meant to replace the full text and legal ramification of each Form and any provision, paragraph or section therein.

Members are urged to seek legal advice on specific issues affecting them. These Annotated Forms are for members' personal educational use only and not for re-use or distribution to any third party. OREA makes no representations or warranties with respect to the accuracy of the information contained in these Annotated Forms.

© Ontario Real Estate Association 2017. All rights reserved.

These Annotated Forms were developed by OREA for use and reproduction by its members and other licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA.

PROCEED TO NEXT PAGE...



The trademarks REALTOR®, REALTORS® and the REALTOR® logo are controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA. Used under license.

© 2017, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

Form 244

for use in the Province of Ontario

General Use: This form would be used to get written instructions from a Seller under a Listing respecting the presentation of Offers and other directions. The first part identifies the property, Seller, Listing Brokerage, Listing numbers and the Listing's expiry date.

RE: LISTING AGREEMENT FOR:

PROPERTY ADDRESS:

BETWEEN

SELLER:

AND:

LISTING BROKERAGE:

MLS® NUMBER(S): **L/BR ID. #**

INTERBOARD MLS® NUMBER: **BOARD:**

LISTING EXPIRY DATE:

The next part offers certain choices. The first choice is that there is to be no presentation of Offers until a certain time and date. The second choice allows for other instructions respecting the property. These could include directions respecting showings where there are tenants and many others.

THE SELLER ACKNOWLEDGES THAT THIS DIRECTION CANNOT BE CHANGED OR AMENDED OTHER THAN BY A NEW WRITTEN DIRECTION.

The Seller hereby directs the following:

(Seller's Initials)

NO CONVEYANCE OF ANY WRITTEN SIGNED OFFERS prior to a.m./p.m. on the day of, 20.....
(conveyance includes but is not limited to presentation, communication, transmission, entertainment or notification of)

(Seller's Initials)

OTHER DIRECTIONS

(Seller's Initials)

OTHER DIRECTIONS

The following is an acknowledgment by the Seller that the Listing Brokerage has obligations and responsibilities to the other co-operating brokerages and further that the Listing Brokerage will be adhering to rules and regulations regarding the showing of properties as well as the presentation of offers.

The Seller acknowledges that the Listing Brokerage has professional obligations to other brokerages and the Listing Brokerage will be complying with rules and regulations with respect to showing of properties and the conveyance of written offers.

The Listing Brokerage is to inform the Real Estate Board(s) of the instructions in this form immediately. Further the Seller and Listing Brokerage agree that this form does not constitute a cancellation of the Listing Agreement.


The Listing Brokerage agrees to immediately notify the Real Estate Board(s) of this Seller's Direction in accordance with the MLS® Rules and Regulations, provided that this is an MLS® listing.


The Seller and the Listing Brokerage agree that the said Listing Agreement shall remain in full force and effect.

THIS IS NOT A CANCELLATION OF THE LISTING AGREEMENT.

For the purposes of this Direction, "Seller" includes vendor, landlord and lessor, "Buyers" include purchasers, tenants and lessees and Real Estate Board(s) includes Real Estate Association(s).

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

..... (Seller)  DATE

..... (Seller)  DATE

..... (Name of Listing Brokerage)

..... DATE (Name of Person Signing)