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Suspension of Listing Agreement

Authority to Offer for Sale

Form 241

for use in the Province of Ontario

GENERAL USE: This form would be used when a Listing was to be suspended but not cancelled.

PROPERTY AND PARTY IDENTIFICATION: The first section identifies the Listed property and Listing Agreement parties.

RE: LISTING AGREEMENT AUTHORITY TO OFFER FOR SALE (Agreement) FOR:

PROPERTY ADDRESS:
BETWEEN:
SELLER:
AND
BROKERAGE:

LISTING AGREEMENT DETAILS: The following is the Listing Agreement distinguishing information including the existing expiry date.

MLS® NUMBER(S): **L/BR ID. #**
INTERBOARD MLS® NUMBER: **BOARD:**
AGREEMENT EXPIRY DATE:

AGREEMENT TO SUSPEND: This section states the parties agree to suspend (NOT CANCEL) the Listing Agreement starting on a specific date and ending on a specific date. It is further agreed there will be no showings or marketing of the property during the suspension.

The Seller and the Brokerage, by mutual consent, hereby agree that the above described Agreement is suspended as of:

..... until
(Date of Suspension) (Date)

and all activities and negotiations by the Brokerage and co-operating brokerages shall immediately cease. No showings or marketing of the property will be permitted during the period the Agreement is suspended.

BROKERAGE TO NOTIFY: The Brokerage agrees to notify the Board/Association of the suspension status so that everyone is aware including other Members of the Board/Association.

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

NOT A CANCELLATION: To emphasize this is not a cancellation and other than marketing and showings, this Form states, the Listing Agreement continues to remain in effect.

The Seller and the Brokerage agree that the said Agreement shall remain in full force and effect for all other purposes, including the payment of commission and/or other compensation. **THIS IS NOT A CANCELLATION OF THE LISTING AGREEMENT.**

SUSPENSION IN EFFECT: Further, the suspension only comes into force after all the parties have signed.

This Suspension of Listing Agreement shall not take effect unless signed by all parties set out below.

DEFINITIONS: There are some definitions for clarification and understanding of the parties.

For the purposes of this Suspension of Listing Agreement: "Seller" includes vendor and Real Estate Board(s) includes Real Estate Association(s).

SUCCESSORS AND ASSIGNS: This states that the heirs or any other party legally acting on behalf of the parties must also abide by the terms of this Suspension.

The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNATURES OF PARTIES: The Suspension Form is signed by all the parties to the Suspension and all parties acknowledge receiving a copy.

All of the undersigned, hereby acknowledge receipt of a copy of this Suspension of Listing Agreement.

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

..... (Seal) (Date) (Print Name of Person Signing)
(Seller)
..... (Seal) (Date) (Print Name of Person Signing)
(Seller)

BROKERAGE SIGNATURE: The Listing is the property of the Brokerage, therefore the Broker of Record or the Brokerage Manager signs this form.

.....
(Name of Brokerage)
..... (Date) (Print Name of Person Signing)
(Signature of Brokerage's Broker of Record/Manager)