

## Form 641

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 2023. 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...**



## Form 641

for use in the Province of Ontario

*General Use: This form is used when a Brokerage is referring someone to another Brokerage who will assist a Seller or Buyer with a trade. This often happens when the Seller or Buyer is in a different marketplace than the referring Brokerage.*

*The "Referring" and the "Receiving" Brokerages are identified here.*

**BETWEEN:** ....., Referring Brokerage  
 Address .....  
 Telephone No ..... Fax No .....  
 (Name of Salesperson/Broker/Broker of Record)  
**AND:** ....., Receiving Brokerage  
 Address .....  
 Telephone No ..... Fax No .....  
 (Name of Salesperson/Broker/Broker of Record)

*The Referring Brokerage provides as much information as possible to the Receiving Brokerage so that the Receiving Brokerage will be able to provide the best service possible.*

**REFERRING BROKERAGE** provides the following information: Reference   
 (Include as much information as possible to enable the Receiving Brokerage to provide the best possible service)

Referral Party Name(s) .....	
Telephone No .....	Email Address .....
Address .....	
<input type="checkbox"/> <b>Seller</b> Property .....	<input type="checkbox"/> <b>Buyer</b> Price Range, Location, etc .....

Additional Comments .....

*The Seller or Buyer (as the case may be) acknowledges and consents to the referral and also acknowledges that the Referring Brokerage may receive a fee as a result of the referral.*

The Seller/Buyer hereby acknowledges and consents to this referral, and acknowledges the Referring Brokerage may, as a result of this referral, be paid by the Receiving Brokerage a fee of .....  
 Signature of Seller/Buyer ..... (Date) .....  
 (Name of Registrant authorized to bind the Referring Brokerage) (Signature of Registrant) (Date)

*The Receiving Brokerage acknowledges the referral and agrees to provide the necessary services to the Seller or Buyer. The Receiving Brokerage also agrees to provide information and documentation to the Referring Brokerage including copies of the Listing, Agreement of Purchase and Sale and statement reflecting the commission earnings or a copy of the Trade Record Sheet. In addition the Receiving Brokerage agrees to provide information on the results of any services provided to the Seller or Buyer. The Receiving Brokerage also agrees to pay a fee as set out in this part.*

**Receiving Brokerage** acknowledges receipt of the referral information and agrees to offer service to the above mentioned Seller/Buyer and to provide service as mutually agreed to between Receiving Brokerage and Seller/Buyer. The receiving Brokerage agrees to inform the Referring Brokerage of the results of this referral and provide documentation of the results including the Listing Agreement, Agreement of Purchase and Sale and a statement of commission earnings or a copy of the Trade Record Sheet.

Receiving Brokerage agrees to pay the Referring Brokerage upon receipt of commission resulting from this referral, a fee of .....

Additional Comments .....

(Name of Registrant authorized to bind the Receiving Brokerage) (Signature of Registrant) (Date)

**RESULTS OF REFERRAL:**

Reference

Address of property sold .....  
 Sale Price ..... Closing Date .....  
 Referral fee payable .....

(Name of Registrant authorized to bind the Receiving Brokerage) (Signature of Registrant) (Date)

**R** The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.  
 © 2023, 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.