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The following Form explanations are for illustration purposes only to assist Buyers and Sellers in navigating the forms and are by no means a replacement for the full text and legal ramifications of each form. Everyone is encouraged to seek independent professional advice before signing any forms and not rely solely on the explanations contained herein.

Please be aware that each and every real estate transaction or proposed transaction is unique and that TrilliumWest Real Estate Brokerage does not warrant and is not liable or responsible in any way for the adequacy, sufficiency, applicability, accuracy or suitability of any of the explanations or provisions herein after set out.

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Agreement of Purchase and Sale

FORM 100

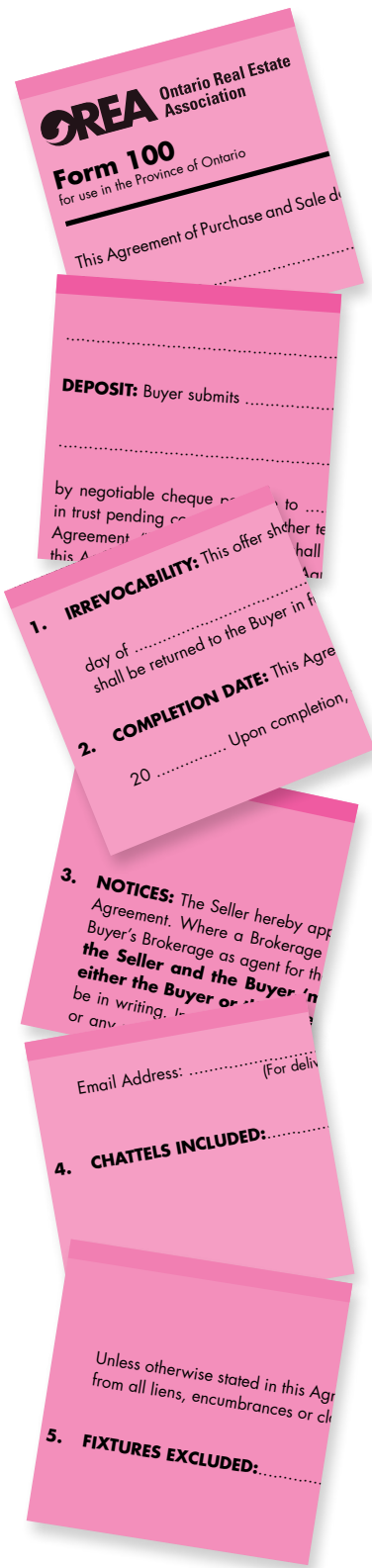
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Agreement of Purchase and Sale



FORM 100 FOR USE IN THE PROVINCE OF ONTARIO

GENERAL USE

This document is used to detail the terms & conditions of the offer from the Buyer as well as any subsequent counter offers from Seller & Buyer until an agreement is made between the two parties.

DEPOSIT

The Buyer includes a deposit in the offer to show sincerity and to the make the agreement legally binding. The deposit is considered to be part of the purchase price and will be credited towards the down payment on closing.

**It should be noted that the deposit will be cashed upon receipt so funds need to be available.*

1. IRREVOCABILITY

This is the time frame for which the offer is good until. If the offer is not accepted within the allotted time period the offer is Null and Void and no longer binding.

**If the offer is signed back a new irrevocable will be opened up at that time*

2. COMPLETION DATE

This is the date that the property is scheduled to change hands and unless otherwise stated in the agreement; vacant possession is to be provided.

**The completion date cannot be on a weekend or Stat Holiday.*

3. NOTICES

This paragraph outlines the various forms of communication that are acceptable to deliver notice.

**If multiple representation, the notice must be delivered and acknowledged by the Buyer and Seller directly unless authority has been granted elsewhere in this agreement of purchase and sale for the sales representative to act for both parties.*

4. CHATELS INCLUDED

This section allows the Buyer and Seller to negotiate any items they wish to include in the agreement which are not affixed to the property. Not limited to but common examples are appliances, sheds, garage door remotes etc.

**The guide to follow is "when in doubt spell it out". Best practice is clear descriptions of the items so as to avoid confusion.*

5. FIXTURES EXCLUDED

This includes any items that are attached to the house that both the Seller and Buyer agree will be removed prior to completion. Not limited to but common examples are chandelier, bathroom mirrors, TV Brackets, Reverse Osmosis Water treatment, curtain and rods etc.

**Same guiding principle as in #3 chattels- it is always best to spell things out very clearly. Also keep in mind there may be holes, or damage during the process of removal.*



be a binding agreement of purchase
**requirement for a property in
this Agreement, the Buyer will**

14. INSURANCE: All buildings on the
completion, Seller shall hold all in
event of substantial damage, Buyer
take the proceeds of any insurance
Mortgage, or Buyer is assuming a
other mortgagee's interest on com

15. PLANNING ACT: This Agreement
provisions of the Planning Act by
completion.

16. DOCUMENT PREPARATION: The
Seller, and any Charge/Mortgage
the Transfer/Deed to be delivered

17. RESIDENCY: (a) Subject to (b) by
the non-residency provisions of the
transaction and the Seller shall de
Seller is a non-resident under the
amount, if any, necessary for Buyer
the non-residency provisions of the
prescribed certificate.

prescribed certificate.

18. ADJUSTMENTS: Any rents, more
unmetered cost of fuel, as applica
to Buyer.

19. PROPERTY ASSESSMENT: The
and properties may be re-assessed
Brokerage, Broker or Salesperson
taxes that accrued prior to the co

20. TIME LIMITS: Time shall in all re
may be extended or abridged by
authorized in that regard.

21. TENDER: Any tender of docum
completion. Money shall be tend
using the Large Value Transfer Sy

14. INSURANCE

Don't cancel that insurance just yet! This section states that the Seller is required to insure the property up until closing at which point the Buyer's insurance takes effect. If there is fire prior to closing the Buyer has the option not to buy or they can take the insurance money with the property as is.

**Insurance clauses can be inserted into Schedule A as well. Your home inspector can inform you if there are any potential insurance red flags.*

15. PLANNING ACT

This paragraph states that the agreement is subject to compliance with the Planning Act.

**The Seller will provide proof of said compliance by completion*

16. DOCUMENT PREPARATION

This section provides that the Buyer will be responsible for paying for the preparation of their own Mortgage and Land Transfer Tax Affidavit and the Seller will be responsible for the Deed of Transfer.

**If you are first time Buyer you may be eligible for a land transfer tax rebate, consult your lawyer.*

17. RESIDENCY

This section ensures the Seller is a Resident of Canada. If not a resident; that they have paid the appropriate taxes due under the Income Tax Act for non-residents.

**If you are a non-resident it is advised that you consult your accountant on potential tax implications*

18. ADJUSTMENTS

This section states that there can be certain charges on closing that will be adjusted against the purchase price. For example prepaid or outstanding taxes or utilities. The Buyer will assume responsibility on the day of completion.

**Remember to notify the utility companies and order final readings.*

19. PROPERTY ASSESSMENT

The Municipal Property Assessment Corporation (MPAC) completes current value assessments and taxes may be re-evaluated on an annual basis. The Buyer and Seller will not hold the Salesperson responsible for any changes to the taxes.

**MPAC assessments are completed every four years and phased in over the following four years, this is why you will often see tax assessed values typically lag behind market value.*

20. TIME LIMITS

All deadlines must be met according to the dates and times here in.

**Timelines can be extended or amended by an agreement in writing between both parties*

21. TENDER

Both Seller and Buyer must produce certain documents to demonstrate that they are ready, willing and able to close the transaction.

**For example the Sellers must produce the Transfer/Deed and keys and the Buyers generally need to produce the money*



using the Large Value Transfer Sy

22. FAMILY LAW ACT: Seller warrants that the property is not subject to the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has consented to the sale of the property.

23. UFFI: Seller represents and warrants that the property to be insulated with insulation that contains or has ever contained ureaformaldehyde in this transaction, and if the building is not insulated with this transaction.

24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE: Seller warrants that the property is free from legal, tax or environmental advice.

25. CONSUMER REPORTS: The Buyer may be referred to in connection with the purchase of the property.

26. AGREEMENT IN WRITING: If there is any provision in the Agreement of Purchase and Sale that conflicts with or is a discrepancy from the Seller's representation, the Seller's representation prevails.

Seller. There is no representation, warranty or guarantee for the purposes of this Agreement, Seller's representation required by the context.

27. TIME AND DATE: Any reference to time or date in this Agreement shall be based on the time where the property is physically located.

28. SUCCESSORS AND ASSIGNS: The Seller, the undersigned Seller, or the undersigned Seller's agent, shall pay commission to the Broker.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness) _____

(Witness) _____

Schedule A
Agreement of Purchase and Sale

is part of the Agreement of Purchase and Sale.

22. FAMILY LAW ACT

This section just ensures that no spouse has claim to the property other than the person signing or a spouse that consented on the signature area on page 8 of this document.
**If the property is the matrimonial home then spousal consent is required on the signing page even if only one of the spouses is registered on title*

23. UFFI

The Sellers warrants that during the time they have lived at the property they have not used insulation containing ureaformaldehyde and to the best of their knowledge there is none on the property.
**Do your own research on UFFI, many studies have since proved that this was not causing the health concerns originally alleged however the stigma still exists.*

24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE

Any advice given by the Brokerage or Salesperson is not to be considered as expert opinion and you are advised to seek independent advice on any of these matters.
**If any of these a factors will influence your decision, it is advised to seek independent advice.*

25. CONSUMER REPORTS

This section notifies the Buyer that a personal/credit check maybe obtaining in conjunction with this offer
**This is typical with financial institutions or potentially with landlords leasing a property*

26. AGREEMENT IN WRITING

This section outlines that if there is a discrepancy with any of the standard preprinted clauses and something that was inserted or handwritten in- the inserted or hand written clause will supersede the preprinted.
**The same applies to anything inserted into the schedules- this would supersede the preprinted portion*

27. TIME AND DATE

Any time or date in this agreement shall be based on the time where the property is physically located.
**This can become problematic when Buyer and Seller are not in the province or country with the same time zone- this addresses which time zone will be used.*

28. SUCCESSORS AND ASSIGNS

In the event that one of the parties passes away prior to completion their heirs or executors are bound by the agreement.
**Extra time may be required to close in order for probate to happen.*

SIGNING UNDER SEAL

Signing under seal means that you are doing this in good faith and you do in fact intend to follow through with the agreement. You are not under the influence of drugs or alcohol and you are not being coerced.

SCHEDULE A

This section of the Agreement of Purchase and Sale is typically where clauses, representations and warranties etc. will be inserted to protect both the Buyer and Seller. For example conditions on Financing, Home Inspection, the Sale of the Buyers House, Condition of the Seller finding a new suitable home etc. This section can also be used to outline any disclosures by the Seller.



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Confirmation of Co-operation and Representation

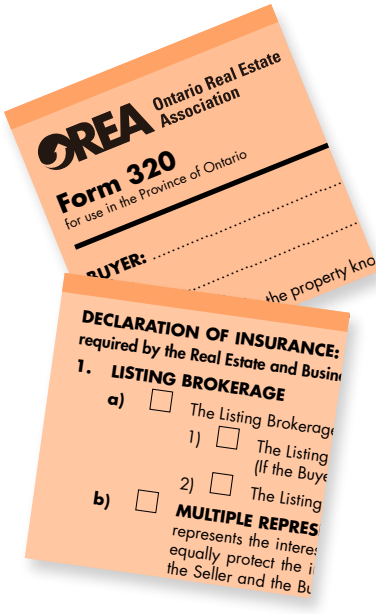
FORM 320

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FORM 320 CONFIRMATION OF CO-OPERATION AND REPRESENTATION GENERAL USE

This document outlines who is working for who and clearly defines the different forms of agency relationship available to Buyer and Seller and assures all parties they will be treated fairly in the transaction. It also establishes an agreement between companies for compensation.

DECLARATION OF INSURANCE

The Real Estate Business Brokers Act requires that we declare in writing to all Buyers and Sellers that they are insured. This is one of the many benefits of organized real estate.

1. LISTING BROKERAGE

- a) This section indicates that the Seller is being represented by the Listing Brokerage and the Buyer is either a customer or not
- b) This section is for Multiple Representation. If the Listing Brokerage represents both the Seller and the Buyer in the transaction consent is needed from both parties. In a Multiple Representation situation the representative must keep confidential money, motivation or terms of both Buyer and Seller unless otherwise instructed.

2. This section is used when a Buyer wants to be represented by a Salesperson for a property that is not listed for sale with any other real estate brokerage or on the MLS® (Multiple Listing Service).

3. CO-OPERATING BROKERAGE- REPRESENTATION

- a) This section indicates that the Buyer is being represented by the Co-operating Brokerage
- b) This section indicates that the Buyer is not being represented by the Co-operating Brokerage
- c) This section indicates that the Buyer is neither a client nor a customer

CO-OPERATING BROKERAGE - COMMISSION

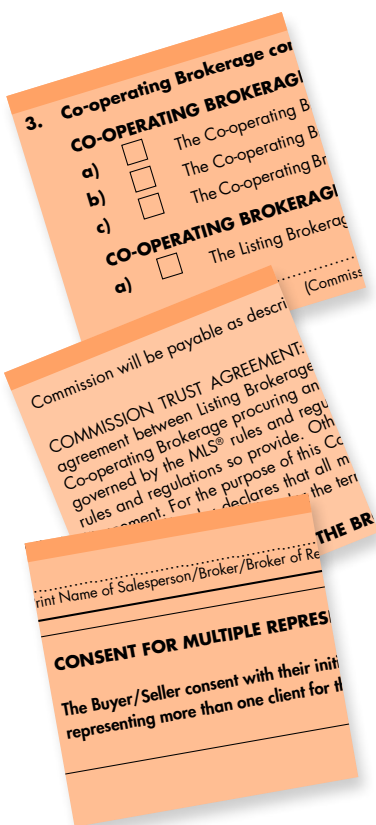
- a) This section indicates that the Listing Company will pay the Buyer's company a commission as stated on the MLS® system.
- b) This section allows the Co-operating company to indicate that the Seller is paying the commission as outlined in a Form 202 or any other commission agreement

COMMISSION TRUST AGREEMENT

The following section outlines how commission will be paid and which trust accounts the commission for the transaction will be paid from.

CONSENT FOR MULTIPLE REPRESENTATION

This section must be filled out if the brokerage represents more than one client in the transaction. For example Seller & Buyer or multiple Buyers offering on the same property





Buyer Representation Agreement

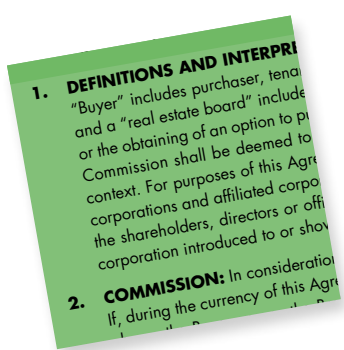
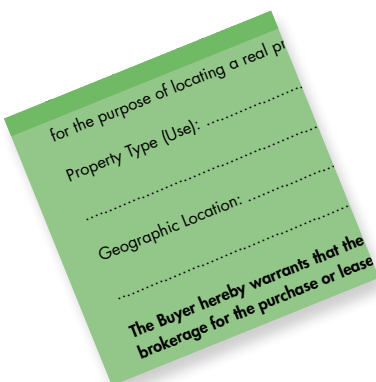
FORM 300

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Buyer Representation Agreement



FORM 300 BUYER REPRESENTATION AGREEMENT

GENERAL USE

This form is a contract between the Buyer and the real estate company which gives the company the authority and permission to act on behalf of the Buyer for the purchase of a property. Think of it as a listing agreement but for Buyers. By signing this form the company must legally represent the best interest of the Buyer in the transaction.

THIS IS AN EXCLUSIVE BUYER REPRESENTATION AGREEMENT

This section identifies the parties to the agreement and sets the time-frame that the contract will be in effect. Our code of ethics requires that any agreement beyond 6 months must be initialed by the Buyer.

**Note the agreement is between the Buyer and the real estate brokerage not the salesperson*

PROPERTY TYPE (USE)

This details the type of property the client is looking for. Example: single family, multi residential, high rise condo, rural property etc.

GEOGRAPHIC LOCATION

This indicates the area agreed upon by both Buyer and the real estate company for which the agreement is valid - typically the Buyers desired purchase area which can be very specific or broad in nature.

The Buyer hereby warrants that the Buyer is not a party to a Buyer representation agreement with any other registered real estate brokerage for the purchase or lease of a real property of the general description indicated above.

**A Buyer cannot enter into a Buyer Representation agreement for the same type of property and/or location with multiple Realtors®. This is an exclusivity agreement and therefore the agreement must expire or a Buyer must be released from any previous agreement prior to signing a new one.*

1. DEFINITIONS AND INTERPRETATIONS

This section outlines who will be referred to as the Buyer and Seller for the remainder of the document

**This agreement applies to options to purchase, leases, sub leases or renewal of leases*

2. COMMISSION

This section establishes the commission structure. It states that the Buyer agrees the real estate company is entitled to be paid a fee by the listing company as outlined.

** It is TrilliumWest Real Estate Brokerages policy for commission to be as per the MLS listing or negotiated with the seller or builder directly, we will not request our buyer clients make up any shortfall.*



3. REPRESENTATION

This section confirms that the sales person has clearly explained the different types of agency relationships that may occur in a transaction.

**Multiple Representation- when the real estate brokerage represents more than one party to the transaction i.e both the Seller and Buyer or multiple Buyers offering on the same property. In these instances the brokerage and representative must be impartial and equally represent both parties' best interests.*

4. REFERRAL OF PROPERTIES

This section requires that the Buyer commit to work with the real estate company for the duration of the contract and that they must inform their Salesperson of any property of interest. If they do not inform the Salesperson of a property that they subsequently end up purchasing on their own; the commission in this contract will be owed.

**Note this does include for sale by owner properties and new builds as well as those listed on MLS®*

5. INDEMNIFICATION

This section explains that Salespersons cannot be held liable for the condition of the property; it is the responsibility of the Buyer to educate themselves on the condition of the property.

**It is highly recommend that the Buyer complete a home inspection or bring in other industry professionals if they have concerns about the property*

6. FINDER'S FEE

This section provides consent for the Salesperson / Brokerage to accept any finder's fees (for example mortgage companies may offer fees to bring a client) this fee is in addition to any commission payable to the Salesperson.

**The Buyer does not pay for this but consent is required if a finder's fee arises*

7. CONSUMER REPORTS

This states that the Buyer acknowledges that credit checks and personal information may be used in the process of finding them a property.

**This is typical in rental or for mortgage applications*

8. USE AND DISTRIBUTION OF INFORMATION

This section gives Salespeople the right under the Privacy Act to use personal information provided to them by the Buyer in order to assist in completion of the transaction.

**Buyer information will not be distributed to any third parties.*

9. CONFLICT OR DISCREPANCY

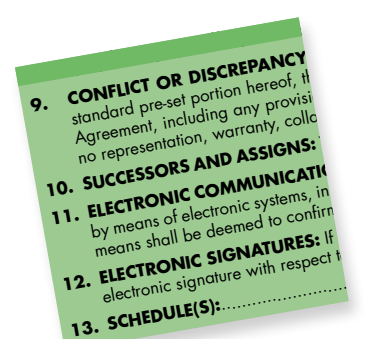
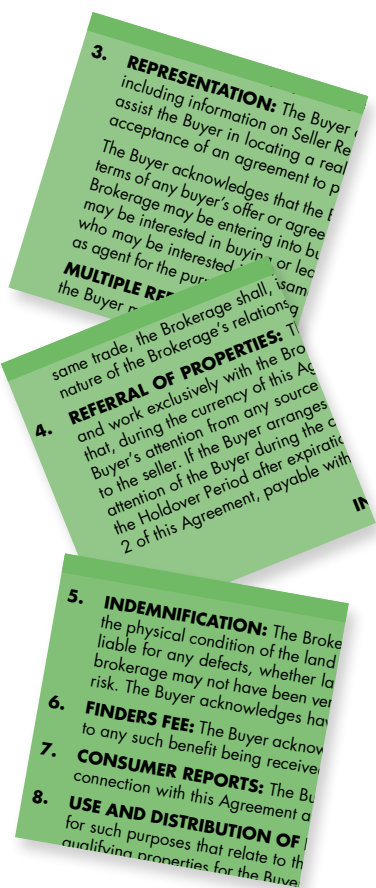
This section states that anything handwritten or added to this form shall supersede the pre-printed clauses.

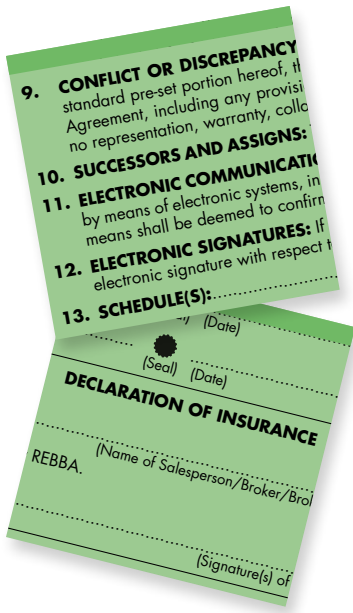
**Schedules can be added to the agreement and if they conflict with the pre-printed version the schedule will take precedence.*

10. ELECTRONIC COMMUNICATION

This section just allows this agreement to be sent electronically and it will still be legally binding.

**Electronic signing programs are now commonly used in the real estate industry. Be sure to use a system that can authenticate and provide a verification certificate.*





13. SCHEDULE(S)

If specific forms or documents are added to the agreement; they would be detailed here

**For example a detailed map of the Buyers desired search area*

This Section states that the company representing the Buyer will do their absolute best in assisting the Buyer in locating and obtaining an accepted offer with favourable terms based on the location and description of the property stated here in.

THE DECLARATION OF INSURANCE

By signing this the Salesperson is stating they carry insurance as required by REBBA. This is one of the many benefits of using organized real estate.





Agreement of Purchase and Sale - Condominium Resale

FORM 101

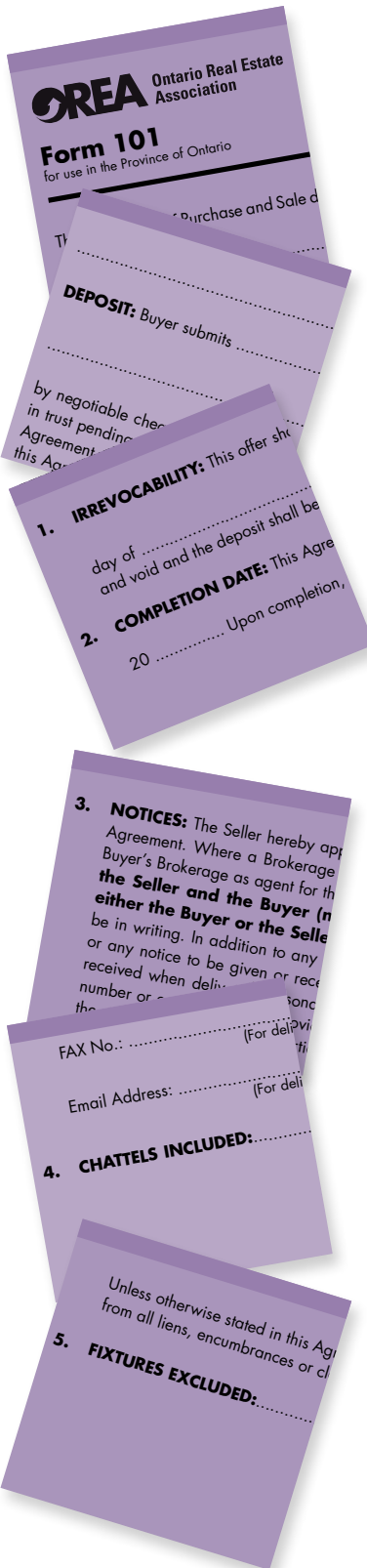
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Agreement of Purchase and Sale - Condominium Resale



FORM 101 AGREEMENT OF PURCHASE AND SALE - CONDOMINIUM RESALE GENERAL USE

This document is used to detail the terms & conditions of the offer from the Buyer as well as any subsequent counter offers from Seller & Buyer until an agreement is made between the two parties.

DEPOSIT

The Buyer includes a deposit in the offer to show sincerity and to the make the agreement legally binding. The deposit is considered to be part of the purchase price and will be credited towards the down payment on closing.

**It should be noted that the deposit will be cashed upon receipt so funds need to be available.*

1. IRREVOCABILITY

This is the time frame for which the offer is good until. If the offer is not accepted within the allotted time period the offer is Null and Void and no longer binding.

**If the offer is signed back a new irrevocable will be opened up at that time*

2. COMPLETION DATE

This is the date that the property is scheduled to change hands and unless otherwise stated in the agreement; vacant possession is to be provided.

**The completion date cannot be on a weekend or Stat Holiday.*

3. NOTICES

This paragraph outlines the various forms of communication that are acceptable to deliver notice.

**If multiple representation, the notice must be delivered and acknowledged by the Buyer and Seller directly unless authority has been granted elsewhere in this agreement of purchase and sale for the sales representative to act for both parties.*

4. CHATELS INCLUDED

This section allows the Buyer and Seller to negotiate any items they wish to include in the agreement which are not affixed to the property. Not limited to but common examples are appliances, sheds, garage door remotes etc.

**The guide to follow is "when in doubt spell it out". Best practice is clear descriptions of the items so as to avoid confusion.*

5. FIXTURES EXCLUDED

This includes any items that are attached to the house that both the Seller and Buyer agree will be removed prior to completion. Not limited to but common examples are chandelier, bathroom mirrors, TV Brackets, Reverse Osmosis Water treatment, curtain and rods etc.

**Same guiding principle as in #3 chattels - it is always best to spell things out very clearly. Also keep in mind there may be holes, or damage during the process of removal.*



6. RENTAL ITEMS (Including Lease) to assume the rental contract(s), if

The Buyer agrees to co-operate or
7. COMMON EXPENSES: Seller v
Property are approximately \$

8. PARKING AND LOCKERS: Par
.....
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9. HST: If the sale of the Propert
.....
(included in/in addition to)
closing, that the sale of the Propert
10. TITLE SEARCH: Buyer shall be al
to examine the title to the Propert
on which the conditions in this A
outstanding work orders or deficie
may be lawfully continued. If with

11. TITLE: Buyer agrees to accept ti
telecommunication services, elect
otherwise good and free from all
run with the land provided such h
and provisions of the Declaration,
Regulations; and (d) any existing
12. CLOSING ARRANGEMENTS: v
and where the transaction will be
L4 and the Electronic Registration
the exchange of closing funds, no
will (a) not occur at the same time

6. RENTAL ITEMS

This section deals with items that are currently rented on the property and not included in the purchase price. Typical examples are hot water heaters, water softeners, sometimes furnace & A/C.

**Note the items listed in this section must be assumed unless otherwise detailed in this agreement.*

It is strongly advised to review rental contracts prior to assuming them.

7. COMMON EXPENSES

These are the condo fees that are charged to the owner for their proportionate share of the operating, management, maintenance and repairs. Details of what is included in these expenses are found in the Condominium Documents.

**These fees are typically charged monthly and are subject to change depending on the annual budget and condo board decisions*

8. PARKING AND LOCKERS

Deeded parking spots and lockers are detailed at the beginning of the Agreement of Purchase and Sale. If parking spots or lockers are assigned and not detailed at the beginning their description will be noted here. If there are additional fees associated with the parking or lockers they should also be outlined here.

**Best practice is to describe the location of the locker or parking with spot or locker number and location within the building or complex i.e. Parking Garage level 4 spot #5*

9. HST

This section details how HST is to be handled if applicable. Most, however not all residential resale agreements are exempt of HST. Certain commercial and new build residential agreements may be subject to HST.

**HST can be handled in many different ways and we strongly recommend seeking independent advice from an accountant*

10. TITLE SEARCH

This sets out the time frame for the Buyers lawyer to do the necessary searches of title on the property to ensure the Buyer is receiving free and clear title.

**This date is typically 1-2 weeks prior to closing*

11. TITLE

This section also ties into point #8 above. It provides that the Buyer is entitled to free and clear title but must accept title subject to any easements (telephone, gas, sewers etc), restrictive covenants and any municipal agreements, zoning bylaws or utility/service contracts must be assumed by the Buyer.

**Various issues related to title can be convoluted and it is advised to consult your lawyer*

12. CLOSING ARRANGEMENTS

We now live in a digital age and this section outlines how electronic closing will happen.

**In person signing of closing documents is the common method however situations can arise when parties are not able to sign in person, a notary may be required, speak with your lawyer on your options*



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13. STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM

The Status Certificate sets out the current status of the condominium corporation. It will include items such as financial statements, budgets, reserve fund studies, the condo declaration and the condo bylaws/rules and regulations. This section authorizes the Buyer to order a Status certificate and also provides warranties by the Seller that there are no special assessments or legal actions against the condominium.

**It is advised to make any offer conditional on a lawyer reviewing the status certificate and the condo rules and regulations*

14. DOCUMENTS AND DISCHARGE

This section calls for the Seller to deliver any documents they have in their possession but the Buyer cannot call for the Seller to produce anything they don't have. It also details the discharging of mortgages on completion.

**Often times we may see the Buyer call for the Seller to provide an existing survey of the property in their possession*

15. MEETINGS

The Seller must advise any Buyer if the Seller has received notice of a meeting that a) the status of the condo will not continue b) that no major renovations are planned c) any major changes to finances of the condo. If any occur before closing the Buyer must be informed and will have the option to terminate the agreement.

**Sellers should be diligent to watch for any mail or correspondence from the condo board so they can comply with this clause*

16. INSPECTION

This paragraph makes it known that the Buyer has the opportunity to complete a home inspection and if they chose not to; they do so at their own risk.

** An Inspection clause is typically inserted into the Schedule A of the agreement*

17. APPROVAL OF THE AGREEMENT

Some condos require consent from the Board of Directors for the approval of the sale. This section outlines that the Seller must apply immediately and if the consent is not received then the transaction is null and void.

**A common example of this would be an adult lifestyle community that restricts the age of the owners*

18. INSURANCE

Don't cancel that insurance just yet! This section states that the Seller is required to insure the property up until closing at which point the Buyers insurance takes effect. If there is fire prior to closing the Buyer has the option not to buy or they can take the insurance money with the property as is.

**Insurance clauses can be inserted into Schedule A as well. Your home inspector can inform you if there are any potential insurance red flags.*

19. DOCUMENT PREPARATION

This section provides that the Buyer will be responsible for paying for the preparation of their own Mortgage and Land Transfer Tax Affidavit and the Seller will be responsible for the Deed of Transfer.

**If you are first time Buyer you may be eligible for a land transfer tax rebate, consult your lawyer.*

13. STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM
contemplated by the Condominium Corporation. The Seller consents to the Buyer's order of a Status Certificate for the condominium property.
14. DOCUMENTS AND DISCHARGE
except such as are in the possession of the Seller, the Seller shall deliver copies of all current condominium Rules and Regulations and the mortgage statement prepared by the Seller to the Buyer at the time of closing. The Seller shall discharge out of the balance due on the mortgage the amount of the discharge out of the balance due on the mortgage.

15. MEETINGS: Seller represents and warrants that there has been no special or general meeting of the Board of Directors or any substantial alteration in or substantial change in the financial liabilities of the Condominium Corporation since the date of the Agreement. The Seller shall forthwith notify Buyer in writing of any such meeting or alteration and shall be refunded without interest.

16. INSPECTION: Buyer acknowledges that the inspection is not a binding agreement of purchase and sale and that the inspection is for informational purposes only. **requirement for a property inspection clause in this Agreement, the Buyer v**
17. APPROVAL OF THE AGREEMENT: If the Board of Directors, the Seller will apply for the approval of the Board of Directors and deposit monies paid hereunder shall be held in trust for the Board of Directors.
18. INSURANCE: The Unit and all contents of the Unit shall be insured with the provisions of the Insurance Policy.

without interest or deduction. If Seller provides reasonable evidence of adequate insurance, the Seller shall be deemed to have complied with this clause.
19. DOCUMENT PREPARATION: The Buyer shall be responsible for the preparation of the Mortgage and Land Transfer Tax Affidavit and the Seller shall be responsible for the preparation of the Deed of Transfer.
20. RESIDENCY: (a) Subject to (b) be a resident of Ontario at the time of closing and the Seller shall deliver to the Buyer a copy of the Seller's affidavit of non-residency under the non-resident provisions of the Income Tax Act necessary for Buyer to pay to the Seller the amount of the non-resident provisions of the Income Tax Act.



20. RESIDENCY: (a) Subject to (b) non-residency provisions of the Income Tax Act and the Seller shall deliver to the non-resident under the non-resident provisions of the Income Tax Act necessary for Buyer to pay to the Corporation including any reserve

21. ADJUSTMENTS: Common Expense and fuel where billed to the Unit completion itself to be apportioned to the Corporation including any reserve

22. PROPERTY ASSESSMENT: The and properties may be re-assessed Brokerage, Broker or Salesperson, that accrued prior to the completion

23. TIME LIMITS: Time shall in all respects extended or abridged by an agreement

24. TENDER: Any tender of documents Money shall be tendered with funds Value Transfer System.

25. FAMILY LAW ACT: Seller warrants unless the spouse of the Seller has

26. UFFI: Seller represents and warrants to be insulated with insulation that has never contained insulation that contains

27. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE: legal, tax or environmental advice

28. CONSUMER REPORTS: The Buyer

20. RESIDENCY

This section ensures the Seller is a Resident of Canada. If not a resident; that they have paid the appropriate taxes due under the Income Tax Act for non-residents.

**If you are a non-resident it is advised that you consult your accountant on potential tax implications*

21. ADJUSTMENTS

This section states that there can be certain charges on closing that will be adjusted against the purchase price. For example prepaid or outstanding taxes or utilities. The Buyer will assume responsibility on the day of completion.

**Remember to notify the utility companies and order final readings.*

22. PROPERTY ASSESSMENT

The Municipal Property Assessment Corporation (MPAC) completes current value assessments and taxes may be re-evaluated on an annual basis. The Buyer and Seller will not hold the Salesperson responsible for any changes to the taxes.

**MPAC assessments are completed every four years and phased in over the following four years, this is why you will often see tax assessed values typically lag behind market value.*

23. TIME LIMITS

All deadlines must be met according to the dates and times here in.

**Timelines can be extended or amended by an agreement in writing between both parties*

24. TENDER

Both Seller and Buyer must produce certain documents to demonstrate that they are ready, willing and able to close the transaction.

**For example the Sellers must produce the Transfer/Deed and keys and the Buyers generally need to produce the money*

25. FAMILY LAW ACT

This section just ensures that no spouse has claim to the property other than the person signing or a spouse that consented on the signature area on page 8 of this document.

**If the property is the matrimonial home then spousal consent is required on the signing page even if only one of the spouses is registered on title*

26. UFFI

The Sellers warrants that during the time they have lived at the property they have not used insulation containing ureaformaldehyde and to the best of their knowledge there is none on the property.

**Do your own research on UFFI, many studies have since proved that this was not causing the health concerns originally alleged however the stigma still exists.*

27. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE

Any advice given by the Brokerage or Salesperson is not to be considered as expert opinion and you are advised to seek independent advice on any of these matters.

**If any of these a factors will influence your decision, it is advised to seek independent advice.*



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28. CONSUMER REPORTS: The Buyer may be referred to in connection with this offer.

29. AGREEMENT IN WRITING: If there is a conflict or discrepancy in the standard preprinted clauses and something that was inserted or handwritten in- the inserted or hand written clause will supersede the preprinted.

30. TIME AND DATE: Any reference to time or date in this agreement shall be based on the time where the property is physically located.

28. CONSUMER REPORTS

This section notifies the Buyer that a personal/credit check may be obtaining in conjunction with this offer
 *This is typical with financial institutions or potentially with landlords leasing a property

29. AGREEMENT IN WRITING

This section outlines that if there is a discrepancy with any of the standard preprinted clauses and something that was inserted or handwritten in- the inserted or hand written clause will supersede the preprinted.
 *The same applies to anything inserted into the schedules - this would supersede the preprinted portion

30. TIME AND DATE

Any time or date in this agreement shall be based on the time where the property is physically located.
 *This can become problematic when Buyer and Seller are not in the province or country with the same time zone- this addresses which time zone will be used.

31. SUCCESSORS AND ASSIGNS

SIGNED, SEALED AND DELIVERED in presence of (Witness)

I, the undersigned Seller, agree to the terms of this Agreement, the unpaid balance of the mortgage, the proceeds of the sale of the property and assigns of the undersigned and of I have hereunto set my hand and seal

(Seal)

(Seal)

my lawyer to pay directly to the Ontario Real Estate Association the Harmonized Sales Tax on completion of I have hereunto set my hand and seal

31. SUCCESSORS AND ASSIGNS

In the event that one of the parties passes away prior to completion their heirs or executors are bound by the agreement.
 *Extra time may be required to close in order for probate to happen.

SIGNING UNDER SEAL

Signing under seal means that you are doing this in good faith and you do in fact intend to follow through with the agreement. You are not under the influence of drugs or alcohol and you are not being coerced.

SCHEDULE A

This section of the Agreement of Purchase and Sale is typically where clauses, representations and warranties etc. will be inserted to protect both the Buyer and Seller. For example conditions on Financing, Home Inspection, the Sale of the Buyers House, Condition of the Seller finding a new suitable home etc. This section can also be used to outline any disclosures by the Seller.

Schedule A
Agreement of Purchase and Sale
 Condominium Resale

part of the Agreement of Purchase and Sale





Listing Agreement

FORM 200

Plain Language Forms

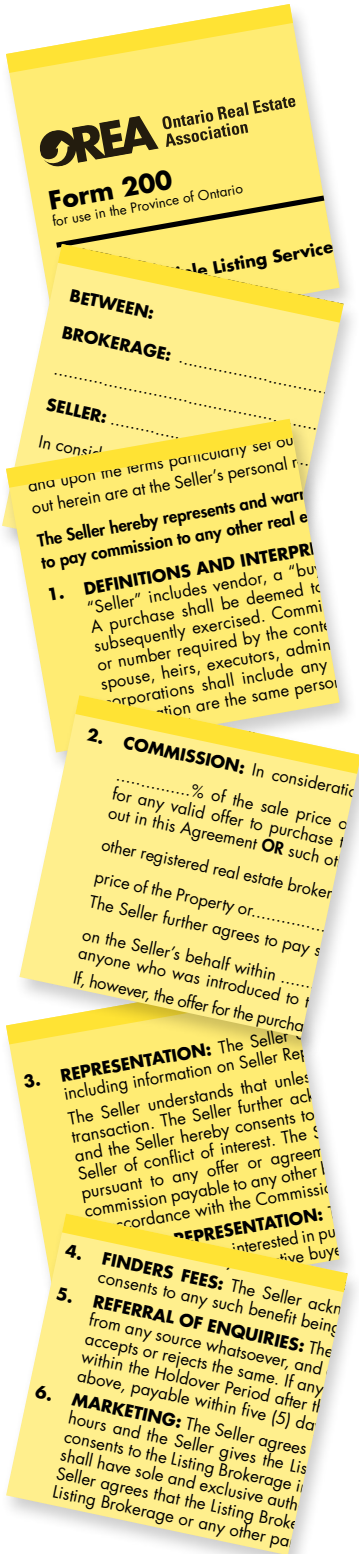


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Form 200

for use in the Province of Ontario



FORM 200 LISTING AGREEMENT

GENERAL USE

This form is a contract between the Seller and the real estate company which authorizes the company to act on behalf of the Seller when they offer their home for sale on the open market. A written agreement is required to ensure compliance with REBBA and to detail compensation.

TOP SECTION OF THE AGREEMENT

This section identifies the parties to the agreement and sets the time frame for which the contract is valid. If a listing is longer than 6 months the Seller is required to initial.

**initialing in the MLS® box will allow the listing to be posted to the MLS® system and the listing Brokerage can share the listing with Co-operating Brokers who may have potential Buyers. Exclusive means it will not be distributed to the MLS® and can only be marketed through the Listing Brokerages efforts and channels.*

1. DEFINITIONS AND INTERPRETATIONS

This section clarifies the terms and outlines who will be referred to as the Buyer and Seller in the remainder of the document

**anyone introduced to or shown the property includes any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations.*

2. COMMISSION:

This section details the fee structure the Seller has agreed to pay the real estate company.

It also indicates the number of days after the expiry of the contract the real estate company is still entitled to their fee if the Seller ends up selling the property privately to a Buyer introduced to the property during the contract period through the Listing Salespersons efforts- known as the “holdover period”

**Note commission is still payable if the Seller does not complete due to default for or neglect on the Sellers behalf*

3. REPRESENTATION:

This section confirms that the Salesperson has explained the different forms of Agency relationship that may occur in a real estate transaction and it authorizes the real estate company to co-operate with any other real estate company to market the property, and breaks down the commission sharing structure between the two parties.

**The Seller appoints the Listing Brokerage as the Seller’s agent for the purposes of giving and receiving notices for any offer or Agreement to Purchase the property except in multiple representation*

4. FINDERS FEES

This section provides consent for the Salesperson to accept any finder’s fees (for example mortgage companies may offer fees to bring clients)

**This fee is in addition to any commission payable to the Salesperson but consent is required if a finder’s fee arises and the fee is paid by the receiving party not the Seller*



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5. REFERRAL OF ENQUIRIES

This section requires that the Seller work with the real estate company for the length of the contract and states that the Seller must inform their Salesperson of any enquiries. If they do not inform the Salesperson of any enquiry that results in a successful private sale within the listing period or any holdover period, the commission will still be payable.

**Note if Buyers try to contact the Seller direct they should be instructed to speak with the Sellers representative*

6. MARKETING

This section explains that the Seller gives the real estate company exclusive rights and permission to place “For Sale” and “Sold” signs on the property and to advertise the property according to company policy. The Seller will not be held liable for the advertising efforts of the company.

**Written permission from the Seller and Buyer is required if the representative wishes to advertise the sale price*

7. WARRANTY

This section ensures that the people signing actually have the authority to sell the property. It also goes on to confirm the disclosure of any third party claims to the property such as easements, mortgages encumbrances etc.

8. INDEMNIFICATION AND INSURANCE

This section provides that salespeople cannot be held liable for the condition of the property or damages that may occur while the property is on the market unless it was due to the Listing Brokerages gross negligence or a willful act.

**This also confirms the Seller has insurance to cover any injury or property damage that may occur*

9. FAMILY LAW ACT

This section states that if spousal consent is required than the spouse has signed in the designated area.

**Note even if only one spouse is on title the other spouse will be required to sign if it's the matrimonial home*

10. VERIFICATION OF INFORMATION

This section gives the salesperson the authority to obtain and use any information regarding the property that may be required to help the sale or marketability of the property.

**It gives the salesperson the authority to get information from governments, mortgage etc on the Seller's behalf.*

11. USE AND DISTRIBUTION OF INFORMATION

This section gives the Salesperson the right under the Privacy Act to use personal information provided to them by the Seller in order to assist in the transaction provided it won't be given to any third parties.

**This includes putting information, photography and other detailed information on the MLS® system*

LISTING EXPIRY

Does Does Not

This section says you “do” or “do not” consent to other real estate companies contacting you in the event this listing agreement expires or is canceled.

5. REFERRAL OF ENQUIRIES: The Seller agrees to work with the real estate company for the length of the contract and states that the Seller must inform their Salesperson of any enquiries. If they do not inform the Salesperson of any enquiry that results in a successful private sale within the listing period or any holdover period, the commission will still be payable.

7. WARRANTY: The Seller represents that the people signing actually have the authority to sell the property. It also goes on to confirm the disclosure of any third party claims to the property such as easements, mortgages encumbrances etc.

8. INDEMNIFICATION AND INSURANCE: This section provides that salespeople cannot be held liable for the condition of the property or damages that may occur while the property is on the market unless it was due to the Listing Brokerages gross negligence or a willful act.

9. FAMILY LAW ACT: This section states that if spousal consent is required than the spouse has signed in the designated area.

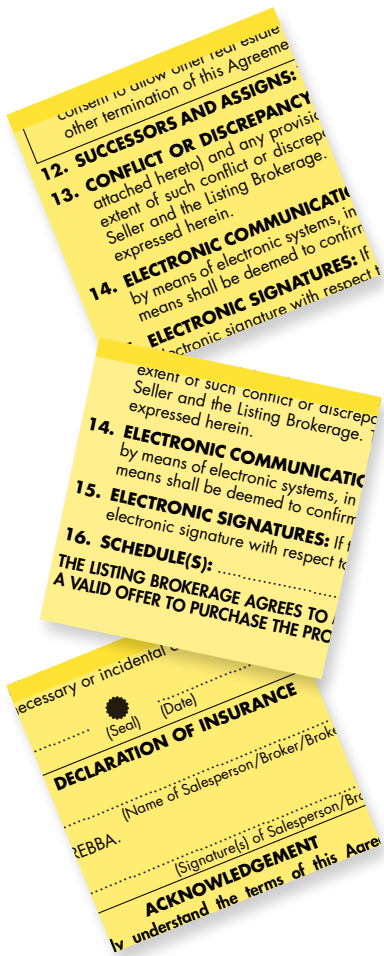
10. VERIFICATION OF INFORMATION: This section gives the salesperson the authority to obtain and use any information regarding the property that may be required to help the sale or marketability of the property.

11. USE AND DISTRIBUTION OF INFORMATION: This section gives the Salesperson the right under the Privacy Act to use personal information provided to them by the Seller in order to assist in the transaction provided it won't be given to any third parties.

Does Does Not

Signed are bound by the terms of this Agreement





12. SUCCESSORS AND ASSIGNS

This states that the heirs, estate trustee or any other party legally acting on behalf of the Seller must also abide by the terms of this agreement.

**Extra time may be required to close in order for probate to happen.*

13. CONFLICT OF DISCREPANCY

This section states that anything handwritten or added to this form shall supersede the pre-printed clauses.

14. ELECTRONIC COMMUNICATION

This section just allows this agreement to be sent electronically and it will still be legally binding

15. SCHEDULE(S)

If specific forms or documents are added to the agreement; they would be detailed here

This section states the listing company will use its best efforts to market the property to obtain an offer acceptable to the Seller. The Salesperson must sign on behalf of the company.

THE DECLARATION OF INSURANCE:

By signing this the Salesperson is stating they carry insurance as required by REBBA. This is one of the many benefits of using organized real estate.



Agreement of Purchase and Sale

FORM 100

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this day of 20.....

BUYER: , agrees to purchase from
(Full legal names of all Buyers)

SELLER: , the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address

fronting on the side of

in the

and having a frontage of more or less by a depth of more or less

and legally described as

..... (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$)
..... Dollars

DEPOSIT: Buyer submits
(Herewith/Upon Acceptance/as otherwise described in this Agreement)
..... Dollars (CDN\$)

by negotiable cheque payable to "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A **attached hereto form(s) part of this Agreement.**

1. IRREVOCABILITY: This offer shall be irrevocable by until on the
(Seller/Buyer) (a.m./p.m.)
day of 20, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the day of
20 Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)

Email Address: (For delivery of Documents to Seller) Email Address: cknight@trilliumwest.com (For delivery of Documents to Buyer)

4. CHATELS INCLUDED:

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before (included in/in addition to) closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

- 8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of, 20....., (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- 9. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
- 10. TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- 12. DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
- 14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is 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 Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness) (Buyer) (Seal) (Date)

..... (Witness) (Buyer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness) (Seller) (Seal) (Date)

..... (Witness) (Seller) (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced 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 give full force and effect to the sale evidenced herein.

..... (Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of....., 20.....
(a.m./p.m.)

.....
(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	(Tel.No.)
..... (Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage	(Tel.No.)
..... (Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... (Seller) (Date)

..... (Seller) (Date)

Address for Service

..... (Tel. No.)

Seller's Lawyer

Address

Email

..... (Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... (Buyer) (Date)

..... (Buyer) (Date)

Address for Service

..... (Tel. No.)

Buyer's Lawyer

Address

Email

..... (Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY	COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:	
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.	
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:	
..... (Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

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Schedule A Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER:, and

SELLER:

for the purchase and sale of


..... dated the day of, 20.....

Buyer agrees to pay the balance as follows:

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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**Confirmation of Co-operation
and Representation**

FORM 320

Confirmation of Co-operation and Representation

Form 320

for use in the Province of Ontario

BUYER:

SELLER:

For the transaction on the property known as:

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives 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 Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
 - 1) The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) The Listing Brokerage is providing Customer Service to the Buyer.
- b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
 - That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, 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 price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer 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 Seller and Buyer to assist them to come to their own conclusions.

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

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

- The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)
 - by the Seller in accordance with a Seller Customer Service Agreement
- or: by the Buyer directly

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

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

BUYER

CO-OPERATING/BUYER BROKERAGE

SELLER

LISTING BROKERAGE

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)
- b) 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 Buyer offering on this property.)

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 Listing Brokerage, then the agreement between Listing 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 Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing 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 3 above. The Listing 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)

..... (Name of Co-operating/Buyer Brokerage) Tel: Fax: (Authorized to bind the Co-operating/Buyer Brokerage) (Date) (Print Name of Salesperson/Broker/Broker of Record) (Name of Listing Brokerage) Tel: Fax: (Authorized to bind the Listing Brokerage) (Date) (Print Name of Salesperson/Broker/Broker of Record)
--	--

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.



BUYER'S INITIALS


SELLER'S INITIALS

ACKNOWLEDGEMENT

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

..... (Signature of Buyer) (Date) (Signature of Seller) (Date)
..... (Signature of Buyer) (Date) (Signature of Seller) (Date)

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Buyer Representation Agreement
FORM 300

Buyer Representation Agreement Authority for Purchase or Lease

Form 300

for use in the Province of Ontario

This is an Exclusive Buyer Representation Agreement Authority for Purchase or Lease

BETWEEN:

BROKERAGE: TrilliumWest Real Estate Brokerage (the "Brokerage"),

ADDRESS: 240 Duke Street West Kitchener

N2H 3X6 Tel. No. (226) 314-1600 Fax. No. (226) 314-1592

AND

BUYER: (the "Buyer"),

ADDRESS:
Street Number Street Name

MUNICIPALITY: **POSTAL CODE:**

The Buyer hereby gives the Brokerage the **exclusive and irrevocable authority** to act as the Buyer's agent

commencing at on the day of, 20.....
(a.m./p.m.)

and expiring at 11:59 p.m. on the day of, 20..... (Expiry Date),

{ Buyer acknowledges that the time period for this Agreement is negotiable between the Buyer and the Brokerage, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA) **if the time period for this Agreement exceeds six months, the Brokerage must obtain the Buyer's initials.** }

.....
(Buyer's Initials)

for the purpose of locating a real property meeting the following general description:

Property Type (Use):

Geographic Location:

The Buyer hereby warrants that the Buyer is not a party to a buyer representation agreement with any other registered real estate brokerage for the purchase or lease of a real property of the general description indicated above.

.....
(Buyer's Initials)

- 1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Authority" or "Agreement"): "Buyer" includes purchaser, tenant and lessee, a "seller" includes a vendor, landlord and lessor or a prospective seller, vendor, landlord and lessor and a "real estate board" includes a real estate association. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, and a lease includes any rental agreement, sub-lease or renewal of a lease. 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, Buyer 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.
- 2. COMMISSION:** In consideration of the Brokerage undertaking to assist the Buyer, the Buyer agrees to pay commission to the Brokerage as follows: If, during the currency of this Agreement, the Buyer enters into an agreement to purchase or lease a real property of the general description indicated above, the Buyer agrees the Brokerage is entitled to receive and retain any commission offered by a listing brokerage or by the seller. The Buyer understands that the amount of commission offered by a listing brokerage or by the seller may be greater or less than the commission stated below. The Buyer understands that the Brokerage will inform the Buyer of the amount of commission to be paid to the Brokerage by the listing brokerage or the seller at the earliest practical opportunity. The Buyer acknowledges that the payment of any commission by the listing brokerage or the seller will not make the Brokerage either the agent or sub-agent of the listing brokerage or the seller.

INITIALS OF BROKERAGE:

INITIALS OF BUYER(S):

If, during the currency of this Agreement, the Buyer enters into an agreement to purchase any property of the general description indicated above, the Buyer agrees that the Brokerage is entitled to be paid a commission of % of the sale price of the property
or

or for a lease, a commission of

The Buyer agrees to pay directly to the Brokerage any deficiency between this amount and the amount, if any, to be paid to the Brokerage by a listing brokerage or by the seller. The Buyer understands that if the Brokerage is not to be paid any commission by a listing brokerage or by the seller, the Buyer will pay the Brokerage the full amount of commission indicated above.

The Buyer agrees to pay the Brokerage such commission if the Buyer enters into an agreement within days after the expiration of this Agreement (Holdover Period) to purchase or lease any real property shown or introduced to the Buyer from any source whatsoever during the term of this Agreement, provided, however, that if the Buyer enters into a new buyer representation agreement with another registered real estate brokerage after the expiration of this Agreement, the Buyer's liability to pay commission to the Brokerage shall be reduced by the amount paid to the other brokerage under the new agreement.

The Buyer agrees to pay such commission as described above even if a transaction contemplated by an agreement to purchase or lease agreed to or accepted by the Buyer or anyone on the Buyer's behalf is not completed, if such non-completion is owing or attributable to the Buyer's default or neglect. Said commission, plus any applicable taxes, shall be payable on the date set for completion of the purchase of the property or, in the case of a lease or tenancy, the earlier of the date of occupancy by the tenant or the date set for commencement of the lease or tenancy. All amounts set out as commission are to be paid plus applicable taxes on such commission.

This Agreement applies for the purchase or lease of one real property. Notwithstanding the foregoing, in the event that the Buyer leases a property, this agreement remains in force as set out herein for the purchase of the leased property or a property of the general description indicated above. The leasing of a property by the Buyer does not terminate this Agreement with respect to the purchase of a property.

3. REPRESENTATION: The Buyer acknowledges that the Brokerage has provided the Buyer with written information explaining agency relationships, including information on Seller Representation, Sub-Agency, Buyer Representation, Multiple Representation and Customer Service. The Brokerage shall assist the Buyer in locating a real property of the general description indicated above and shall represent the Buyer in an endeavour to procure the acceptance of an agreement to purchase or lease such a property.

The Buyer acknowledges that the Buyer may not be shown or offered all properties that may be of interest to the Buyer. The Buyer hereby agrees that the terms of any buyer's offer or agreement to purchase or lease the property will not be disclosed to any other buyer. The Buyer further acknowledges that the Brokerage may be entering into buyer representation agreements with other buyers who may be interested in the same or similar properties that the Buyer may be interested in buying or leasing and the Buyer hereby consents to the Brokerage entering into buyer representation agreements with other buyers who may be interested in the same or similar properties without any claim by the Buyer of conflict of interest. The Buyer hereby appoints the Brokerage as agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase or lease a property negotiated by the Brokerage.

MULTIPLE REPRESENTATION: The Buyer hereby acknowledges that the Brokerage may be entering into listing agreements with sellers of properties the Buyer may be interested in buying or leasing. In the event that the Brokerage has entered into or enters into a listing agreement with the seller of a property the Buyer may be interested in buying or leasing, the Brokerage will obtain the Buyer's written consent to represent both the Buyer and the seller for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase or lease being submitted or presented.

The Buyer understands and acknowledges that the Brokerage must be impartial when representing both the Buyer and the seller and equally protect the interests of the Buyer and the seller in the transaction. The Buyer understands and acknowledges that when representing both the Buyer and the seller, the Brokerage shall have a duty of full disclosure to both the Buyer and the seller, including a requirement to disclose all factual information about the property known to the Brokerage.

However, The Buyer further understands and acknowledges that the Brokerage shall not disclose:

- that the seller may or will accept less than the listed price, unless otherwise instructed in writing by the seller;
- that the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- the motivation of or personal information about the Buyer or seller, 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 price the Buyer should offer or the price the seller should accept; and
- the Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Brokerage concerning potential uses for the property will be disclosed to both Buyer and seller to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Buyer understands and agrees that the Brokerage also provides representation and customer service to other buyers and sellers. If the Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Brokerage's relationship to each seller and buyer.

4. REFERRAL OF PROPERTIES: The Buyer agrees that during the currency of this Buyer Representation Agreement the Buyer will act in good faith and work exclusively with the Brokerage for the purchase or lease of a real property of the general description indicated above. The Buyer agrees that, during the currency of this Agreement, the Buyer shall advise the Brokerage immediately of any property of interest to the Buyer that came to the Buyer's attention from any source whatsoever, and all offers to purchase or lease submitted by the Buyer shall be submitted through the Brokerage to the seller. If the Buyer arranges a valid agreement to purchase or lease any property of the general description indicated above that came to the attention of the Buyer during the currency of this Agreement and the Buyer arranges said agreement during the currency of this Agreement or within the Holdover Period after expiration of this Agreement, the Buyer agrees to pay the Brokerage the amount of commission set out above in Paragraph 2 of this Agreement, payable within (5) days following the Brokerage's written demand therefor.

INITIALS OF BROKERAGE: 

INITIALS OF BUYER(S): 

5. **INDEMNIFICATION:** The Brokerage and representatives of the Brokerage are trained in dealing in real estate but are not qualified in determining the physical condition of the land or any improvements thereon. The Buyer agrees that the Brokerage and representatives of the Brokerage will not be liable for any defects, whether latent or patent, to the land or improvements thereon. All information supplied by the seller or landlord or the listing brokerage may not have been verified and is not warranted by the Brokerage as being accurate and will be relied on by the Buyer at the Buyer's own risk. The Buyer acknowledges having been advised to make their own enquiries to confirm the condition of the property.
6. **FINDERS FEE:** The Buyer acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Buyer consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
7. **CONSUMER REPORTS:** The Buyer is hereby notified that a Consumer Report containing credit and/or personal information may be referred to in connection with this Agreement and any subsequent transaction.
8. **USE AND DISTRIBUTION OF INFORMATION:** The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g. financial institutions, building inspectors, etc...); and such other use of the Buyer's information as is consistent with the services provided by the Brokerage in connection with the purchase or prospective purchase of the property.

The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes and for such other use of the information as the Brokerage and/or board deems appropriate in connection with the listing, marketing and selling of real estate, including conducting comparative market analyses.

The Buyer 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.

9. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement 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 provisions added to this Agreement, shall constitute the entire Agreement between the Buyer and the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
10. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
11. **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 Buyer by electronic means shall be deemed to confirm the Buyer has retained a true copy of the Agreement.
12. **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.
13. **SCHEDULE(S):**..... attached hereto form(s) part of this Agreement.

THE BROKERAGE AGREES TO REPRESENT THE BUYER IN LOCATING A REAL PROPERTY OF THE GENERAL DESCRIPTION INDICATED ABOVE IN AN ENDEAVOUR TO OBTAIN THE ACCEPTANCE OF AN AGREEMENT TO PURCHASE OR LEASE A PROPERTY ON TERMS SATISFACTORY TO THE BUYER.

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

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein are true to the best of my knowledge, information and belief.

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

..... (Signature of Buyer) (Seal) (Date) (Tel. No.)

..... (Signature of Buyer) (Seal) (Date) (Tel. No.)

DECLARATION OF INSURANCE


The Salesperson/Broker/Broker of Record (Name of Salesperson/Broker/Broker of Record)
 hereby declares that he/she is insured as required by REBBA.
 (Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

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

..... (Signature of Buyer) (Date)

..... (Signature of Buyer) (Date)

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**Agreement of Purchase and Sale -
Condominium Resale**

FORM 101

Agreement of Purchase and Sale Condominium Resale

Form 101

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this day of 20.....

BUYER:, agrees to purchase from
(Full legal names of all Buyers)

SELLER:, the following
(Full legal names of all Sellers)

PROPERTY:
a unit in the condominium property known as No.....
(Apartment/Townhouse/Suite/Unit)

located at

in the

being Condominium Plan No
(Legal Name of Condominium Corporation)

Unit Number Level No. Building No. together with ownership

or exclusive use of Parking Space(s), together with ownership or exclusive use of
(Number(s), Level(s))

Locker(s), together with Seller's proportionate undivided tenancy-in-common interest
(Number(s), Level(s))

in the common elements appurtenant to the Unit as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the Unit as may be specified in the Declaration and Description: the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "Property".

PURCHASE PRICE: Dollars (CDN\$)
..... Dollars

DEPOSIT: Buyer submits
(Herewith/Upon Acceptance/as otherwise described in this Agreement)
..... Dollars (CDN\$)

by negotiable cheque payable to "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A **attached hereto form(s) part of this Agreement.**

1. IRREVOCABILITY: This offer shall be irrevocable by until on the
(Seller/Buyer) (a.m./p.m.)
day of 20, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the day of,
20 Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)
 Email Address: (For delivery of Documents to Seller) Email Address: (For delivery of Documents to Buyer)

4. CHATELS INCLUDED:.....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:.....

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer ` agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. COMMON EXPENSES: Seller warrants to Buyer that the common expenses presently payable to the Condominium Corporation in respect of the Property are approximately \$ per month, which amount includes the following:

8. PARKING AND LOCKERS: Parking and Lockers are as described above or assigned as follows:
 at an additional cost of:

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

9. HST: If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be the Purchase Price. If the sale of the Property is not subject to HST, Seller agrees to certify on or before
(included in/in addition to)
closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

10. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the day of, 20....., (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (.....) may be lawfully continued. If within that time any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the Property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

11. TITLE: Buyer agrees to accept title to the Property subject to all rights and easements registered against title for the supply and installation of telecommunication services, electricity, gas, sewers, water, television cable facilities and other related services; provided that title to the Property is otherwise good and free from all encumbrances except: (a) as herein expressly provided; (b) any registered restrictions, conditions or covenants that run with the land provided such have been complied with; (c) the provisions of the Condominium Act and its Regulations and the terms, conditions and provisions of the Declaration, Description and By-laws, Occupancy Standards By-laws, including the Common Element Rules and other Rules and Regulations; and (d) any existing municipal agreements, zoning by-laws and/or regulations and utilities or service contracts.

12. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, nonregistrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

13. STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM: Seller represents and warrants to Buyer that there are no special assessments contemplated by the Condominium Corporation, and there are no legal actions pending by or against or contemplated by the Condominium Corporation. The Seller consents to a request by the Buyer or the Buyer's authorized representative for a Status Certificate from the Condominium Corporation. Buyer acknowledges that the Condominium Corporation may have entered into a Management Agreement for the management of the condominium property.

14. DOCUMENTS AND DISCHARGE: Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Seller. Seller agrees to deliver to Buyer, if it is possible without incurring any costs in so doing, copies of all current condominium documentation of the Condominium Corporation, including the Declaration, Description, By-laws, Common Element Rules and Regulations and the most recent financial statements of the Condominium Corporation. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

15. MEETINGS: Seller represents and warrants to Buyer that at the time of the acceptance of this Offer the Seller has not received a notice convening a special or general meeting of the Condominium Corporation respecting; (a) the termination of the government of the condominium property; (b) any substantial alteration in or substantial addition to the common elements or the renovation thereof; OR (c) any substantial change in the assets or liabilities of the Condominium Corporation; and Seller covenants that if Seller receives any such notice prior to the date of completion Seller shall forthwith notify Buyer in writing and Buyer may thereupon at Buyer's option declare this Agreement to be null and void and all monies paid by Buyer shall be refunded without interest or deduction.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

- 16. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the Property.**
- 17. APPROVAL OF THE AGREEMENT:** In the event that consent to this sale is required to be given by the Condominium Corporation or the Board of Directors, the Seller will apply forthwith for the requisite consent, and if such consent is refused, then this Agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Buyer.
- 18. INSURANCE:** The Unit and all other things being purchased shall be and remain at the risk of the Seller until completion. In the event of substantial damage to the Property Buyer may at Buyer's option either permit the proceeds of insurance to be used for repair of such damage in accordance with the provisions of the Insurance Trust Agreement, or terminate this Agreement and all deposit monies paid by Buyer hereunder shall be refunded without interest or deduction. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
- 19. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer.
- 20. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 21. ADJUSTMENTS:** Common Expenses; realty taxes, including local improvement rates; mortgage interest; rentals; unmetered public or private utilities and fuel where billed to the Unit and not the Condominium Corporation; are to be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer. There shall be no adjustment for the Seller's share of any assets or liabilities of the Condominium Corporation including any reserve or contingency fund to which Seller may have contributed prior to the date of completion.
- 22. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the Property, save and except any property taxes that accrued prior to the completion of this transaction.
- 23. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 24. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 25. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 26. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the Property, Seller has not caused any building on the Property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the Property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 27. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 28. CONSUMER REPORTS:** **The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**
- 29. AGREEMENT IN WRITING:** If there is 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 Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 30. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the Property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

31. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness) (Buyer) (Seal) (Date)

..... (Witness) (Buyer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness) (Seller) (Seal) (Date)

..... (Witness) (Seller) (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced 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 give full force and effect to the sale evidenced herein.

..... (Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of....., 20.....

(a.m./p.m.)

..... (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage (Tel.No.)
..... (Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage (Tel.No.)
..... (Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... (Seller) (Date)

..... (Seller) (Date)

Address for Service

..... (Tel. No.)

Seller's Lawyer

Address

Email

..... (Tel. No.) (Fax. No.)

Property Manager: (Name) (Address)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... (Buyer) (Date)

..... (Buyer) (Date)

Address for Service

..... (Tel. No.)

Buyer's Lawyer

Address

Email

..... (Tel. No.) (Fax. No.)

..... (Tel No., FAX No)

FOR OFFICE USE ONLY	COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:	
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.	
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.	Acknowledged by:
..... (Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

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Schedule A

Agreement of Purchase and Sale – Condominium Resale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER:, and

SELLER:

for the purchase and sale of

..... dated the day of, 20

Buyer agrees to pay the balance as follows:

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

Listing Agreement
FORM 200

Listing Agreement Seller Representation Agreement Authority to Offer for Sale

This is a Multiple Listing Service® Agreement



OR

Exclusive Listing Agreement



BETWEEN:

BROKERAGE:

.....(the "Listing Brokerage") Tel. No.

SELLER:(the "Seller")

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

.....(the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller'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"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller 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, 2002, (REBBA), **if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.** }

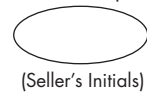


to offer the Property **for sale** at a price of: Dollars (CDN\$)

.....Dollars

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

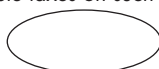
The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the Property.



1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"): "Seller" includes vendor, a "buyer" includes a purchaser, or a prospective purchaser. A "real estate board" includes a real estate association. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised. 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.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of% of the sale price of the Property or for any valid offer to purchase 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 Seller may accept. The Seller 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.....% of the sale price of the Property or..... out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on the Seller'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 for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement. The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of 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 Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission. All amounts set out as commission are to be paid plus applicable taxes on such commission.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):



- 3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service.

The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage listing other properties that may be similar to the Seller's Property without any claim by the Seller of conflict of interest. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage, said commission to be disbursed in accordance with the Commission Trust Agreement.

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

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

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

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, 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 price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer 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 Seller and buyer to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

- 4. FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the Commission as described above.
- 5. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period, the Seller 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.
- 6. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller 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.
- 7. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller 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 sale of the Property.
- 8. INDEMNIFICATION AND INSURANCE:** The Seller 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 Seller 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 Seller in this Agreement or the accompanying data form. The Seller 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 Seller 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 or co-operating brokerage made by anyone who attends or visits the Property.
- 9. 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.
- 10. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information affecting the Property from any regulatory authorities, governments, mortgagees or others and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 11. USE AND DISTRIBUTION OF INFORMATION:** The Seller 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 buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of

INITIALS OF LISTING BROKERAGE: 

INITIALS OF SELLER(S): 



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the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales 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 Seller into the database(s) of the MLS® System of the appropriate Board. The Seller 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 Seller 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 Seller 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 selling of real estate during the term of the listing and thereafter. The Seller 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.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:		
consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.	Does	Does Not

- 12. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 13. 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 Agreement between the Seller and the Listing Brokerage. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.
- 14. 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 Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 15. 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.
- 16. SCHEDULE(S):** and data form attached hereto form(s) part of this Agreement.

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

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

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON 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:

..... (Signature of Seller)	● (Seal) (Date) (Tel. No.)
..... (Signature of Seller)	● (Seal) (Date) (Tel. No.)

SPOUSAL CONSENT: The undersigned spouse of the Seller 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.

..... (Spouse)	● (Seal) (Date) (Tel. No.)
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DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record
 (Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by REBBA.

.....
 (Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

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

..... (Signature of Seller) (Date)
..... (Signature of Seller) (Date)

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