



OFFER PREPARATION GUIDE –**SALE**

MLS #:

AGENT NAME:

CO-OPERATING BROKER: ☐

BOTH (MULTIPLE REPRESENTATION):

☐

PURCHASE INFORMATION

PURCHASE PRICE \$:

DEPOSIT AMOUNT \$:

ADDITIONAL DEPOSIT AMOUNT \$:

TRANSACTION DATES

OFFER DATE (MM/DD/YYYY):

IRREVOCABLE DATE (MM/DD/YYYY):
AM/PM:

IRREVOCABLE TIME

ACCEPTANCE DATE (MM/DD/YYYY):

ADDITIONAL DEPOSIT DATE (MM/DD/YYYY):

CLOSING DATE (MM/DD/YYYY)*:

TITLE SEARCH DATE (MM/DD/YYYY):

PRESENT USE:

POSSESSION DATE (MM/DD/YYYY)*:

**usually the Closing Date and Possession Date are the same date*

ADDITIONAL DETAILS REQUIRED

BUYER FULL NAME:

PROPERTY ADDRESS:

FRONTING ON THE:

SIDE OF:

IN THE:



WEST
REALTY
GROUP



SCHEDULE(S) ATTACHED: A & B (SCH.B FROM MLS LISTING)

1. IRREVOCABILITY: *[Reception refer to info provided above]*
2. COMPLETION DATE NO LATER THAN 6:00 P.M. ON (MM/DD/YYYY):
3. SELLER(S)/ BUYER(S) EMAIL ADDRESS FOR DELIVERY OF DOCUMENTS
4. CHATTELS INCLUDED:
5. FIXTURES EXCLUDED:
6. RENTAL ITEMS:
7. HST:
8. TITLE SEARCH: *[Reception refer to info provided above]*

SCHEDULE A CLAUSES

☐ **DEP/PAY-02 Balance of Purchase Price**

The Buyer agrees to pay the balance of the Purchase Price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the Canadian Payments Act (R.S.C., 1985, c. C-21) as amended from time to time.

☐ **MORT-04 Condition - Arranging New Mortgage Satisfactory to Buyer**

This Offer is conditional upon the Buyer arranging, at the Buyer's expense, a new _____ Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase

and Sale or any Schedule thereto not later than {{\$Time}} on the {{\$Date}}, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

☐ **INSP-01 Condition - Inspection of Property by a Home Inspector - General Inspection**

This Offer is conditional upon the inspection of the subject property by a home inspector at the Buyer's expense, and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than _____[Time AM/PM] on the _____[Date MM/DD/YY], that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

☐ **CHATT-02 Chattels and Fixtures - Good Working Order**

The Seller represents and warrants that the chattels and fixtures as included in this Agreement of Purchase and Sale will be in good working order and free from all liens and encumbrances on completion. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

☐ **CHATT-04 Equipment - Good Working Order**

The Seller warrants that all the mechanical, electrical, heating, ventilation, air conditioning systems, air compressors, elevators, conveyor systems, sprinkler systems, boilers, and all other equipment on the real property shall be in good working order on completion. The Parties agree that this warranty shall survive and not merge on completion of this transaction, but apply only to those circumstances existing at the completion of this transaction.

☐ **CHATT-07 Lighting Fixtures**

All lighting fixtures on the premises are included in the purchase price and are to be in good working order on completion.

☐ **CHATT-08 Rental Items**

The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s) if assumable: (item) _____ having a payment of \$ _____, _____ (monthly, quarterly, etc.)_.

☒ **INSP-15 Right of Re-inspection Prior to Completion**

The Buyer shall have the right to view the property one further time prior to completion, at a mutually agreed upon time, provided that written notice is given to the Seller. The Seller agrees to provide access to the property for the purpose of this inspection.

☐ **Lender appraiser access**

The Seller acknowledges and understands the Buyer's lender may require their appraiser to have access to the subject property prior to closing and the Seller hereby consents to providing access to the Lender's appraiser upon receiving a request for an appointment for this purpose.

☐ **ENV-11 No Growth or Manufacture of Illegal Substances – Warranty**

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances, and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

☐ **ZONING-05 Restriction - Short Term Accommodation**

The Buyer acknowledges that the municipality where the property is situated may have a bylaw that restricts or limits the owner's right to rent out property and the Buyer agrees to purchase the property subject to that restriction or limitation.

☐ **COMP-04 Change of Completion Date - Probate Trustee**

The Buyer and Seller agree that the Seller, upon giving a minimum of _____ days written notice to the Buyer (excluding, Saturday, Sunday or Statutory Holidays), may unilaterally extend the date set for completion, one or more times, not to exceed _____ days in total, for the purpose of obtaining a Certificate of Appointment of Estate Trustee.

☐ **MAINT-01 Cleaning**

The Seller agrees to leave the premises, including the floors, in a clean and broom swept condition.

☐ **MAINT-02 Equipment - Seller to Repair Damage on Removal**

The Seller agrees to repair at the expense of the Seller, prior to the date of completion, any openings or holes in walls, floors, ceilings, doors or window areas resulting from the removal of equipment, as requested after discussion with the Buyer and more particularly as hereinafter set out: _____ (list where) and permit the Buyer the right to inspect

the premises, at a mutually agreed upon time, to ensure that said repairs have been completed in a good workmanlike manner.

☐ **ACC-10 Seller to Provide Security Code(s)**

The Seller agrees to provide to the Buyer on or before closing any security codes necessary in order to control any security system or devices within or upon the property.

☐ **PARK-01 Parking Area**

The Seller agrees to remove all equipment, storage containers and any other materials, including refuse and debris, from the property and to leave the parking area in a clean and vacant condition.

☐ **SWIM-01 Bylaw Compliance**

The Seller represents and warrants to the best of the Seller's knowledge and belief that the swimming pool, its equipment, and the fencing of the said pool, comply with all applicable bylaws, regulations, and legislation. The parties agree that this warranty shall survive and not merge on the completion of this transaction, but apply only to the state of the property existing at completion of this transaction.

☐ **SWIM-02 Good Working Order – Warranty**

The Seller represents and warrants that the swimming pool and equipment are now, and on the completion date shall be, in good working order. The parties agree that this warranty shall survive and not merge on the completion of this transaction, but apply only to the state of the property existing at completion of this transaction.

☐ **SWIM-03 Winterization**

The Seller agrees to winterize the swimming pool and equipment prior to completion, and shall provide a written undertaking on completion that the Seller shall be responsible for any costs or expenses incurred by the Buyer if the swimming pool and equipment are not properly winterized, provided only that the Buyer gives written notice of any claim to the Seller not later than _____ [Time AM/PM] on the _____ [Date MM/DD/YY], failing which the Seller accepts no responsibility for costs.

☐ **TEN-01 Assume Single Tenancy - No Lease**

The Seller represents and warrants that the _____ [property, basement, or _____ floor apartment] is occupied by _____ [Date MM/DD/YY] as a monthly tenant at the rate of _____ (\$ _____) per month, payable on the _____ day of each month. The parties agree that this warranty shall survive and not merge on the completion of this transaction, but apply only to those circumstances at completion of this transaction. The Buyer agrees to assume the said tenancy.

☐ **TEN-02 Assume Single Tenancy - With Lease**

The _____ [property, basement, or _____ floor apartment] is occupied by _____ pursuant to a lease expiring on the _____ [Date MM/DD/YY]. The Seller represents and warrants that the copy of the said lease attached hereto as Appendix _____ is a true and complete copy of the said lease. The parties agree that this warranty shall survive and not merge on the completion of this transaction, but apply only to those circumstances existing at completion of this transaction. The Buyer agrees to assume the said tenancy.

☐ **VAC-01 Vacant Possession/Notices**

The Buyer hereby authorizes and directs the Seller, and the Seller agrees, when this Agreement becomes unconditional, to give to the tenant(s) the requisite notices under the Residential Tenancies Act, 2006, SO 2006, c 17, as amended from time to time, requiring vacant possession of the property for use by the Buyer or the Buyer's immediate family, effective as of the {{ \$Time }} day of {{ \$Date }}, and the Seller agrees to deliver copies of the requisite notices to the Buyer immediately after service of the notices upon the tenant, with all costs and expenses attributable thereto to be paid by the _____ (Seller/Buyer). The Buyer and the Seller hereby agree in the event that the tenant fails to vacate the property prior to completion of the transaction, the Buyer agrees to assume the existing tenant upon completion of this transaction. Upon vacant possession being provided to the Buyer, the Buyer or the Buyer's immediate family agrees to take possession of and occupy the property forthwith thereafter. The Buyer agrees to provide the Seller with a written indemnity on completion, indemnifying the Seller from all actions, causes of action, claims and demands of any kind whatsoever, that may occur in the event that the Buyer does not take possession of and occupy the property as aforesaid.