

**Form 105**

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 property known as .....

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

The Buyer acknowledges and agrees that the deposit holder (First Class Realty Inc., Brokerage) discloses that the depositor's funds are being held in a non-interest bearing real estate trust account and no interest shall be earned, received or paid on the deposit.

The Parties to this Agreement hereby acknowledge and understand that First Class Realty Inc., Brokerage will NOT accept cash deposits. The Buyer agrees to provide a Bank Draft or Certified Cheque for the deposit to the Listing Brokerage no later than 9:00 pm on the First (1) Business Day following acceptance of this offer, unless otherwise agreed to in this agreement. The Uncertified Cheque provided upon acceptance of this offer will be returned to the Buyer or the Buyer's Agent.

The Buyer and Seller agree and/or acknowledge that information provided by the real estate salesperson or real estate brokerage shall not be construed as expert legal advice, tax advice, advice on zoning changes, engineering advice or environmental advice and the parties acknowledge that the Salesperson and the Brokerage has advised that the parties seek independent professional advice on any of the above matters and concerns.

The Parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

The Listing Brokerage and the Co-operating Brokerage, make no representation or warranty whatsoever with regard to zoning by-laws, retrofit requirements, compliance or status, of the subject property, any basement or other apartments and structures within the property boundaries with respect to, current use, as well as any proposed or future use, including rental use by the Buyer.

The Buyer and Seller agree and/or acknowledge that all the measurements and information provided by First Class Realty Inc., Brokerage in the MLS listing, feature sheet and any other marketing materials have been obtained through sources deemed reliable; however they have been provided for information purposes only and as such, First Class Realty Inc., Brokerage does not warrant their accuracy. The Buyer is advised to verify any measurements or information upon which he or she is relying.

For all purposes of this Agreement, the terms "banking days" or "business days" shall mean any day, other than a Saturday, Sunday or Statutory holiday in the Province of Ontario.

The Parties to this Agreement give their express written consent and authorize First Class Realty Inc., Brokerage to use all information relating to the sale of the subject property of this Agreement, including, but not limited to, the price and pictures, in all future marketing materials of any kind or description, and to receive all forms of marketing materials from First Class Realty Inc., Brokerage including but not limited to electronic notices, electronic invitations, electronic newsletters and other electronic copies of commercial information that First Class Realty Inc., Brokerage believes may be of interest to them.

The Seller represents and warrants to the best of his knowledge and belief that the fixtures and chattels included in this transaction are now, and will on completion date be in working order. The parties acknowledge that any such chattels and fixtures are being sold in "as is" condition.

In the event no deposit is received by the Listing Brokerage's office by the next business day following the date of acceptance of this Agreement of Purchase and Sale, the Seller shall have the option to exercise his right to unilaterally declare this Agreement of Purchase and Sale null and void, at which time the Seller shall be at liberty to accept a new offer, in the absence of a Mutual Release executed by the Buyer.

Buyer acknowledges that if there is an existing hot water tank, water treatment system, furnace, HVAC, alarm system and/or propane tank that may be subject to a rental agreement, lease agreement or conditional sales contract, (the Rental Agreements) notice of which may be registered against title to the property, then the Buyer shall, upon closing and thereafter, be solely responsible for all future costs and other obligations related to the Rental Agreements. In the event the obligations under any such Rental Agreement are not effectively assumed and/or transferred to the Buyer on closing, the Buyer agrees to indemnify the Seller in respect of all such obligations and to reimburse the Seller for any payment or payments made by the Seller under the Rental Agreements for the period after closing. This provision shall survive and not merge on closing.

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

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

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