

Agreement of Purchase and Sale

Mobile/Modular/Manufactured Home on Leased Premises

Form 110

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:

The building (the "Dwelling") more fully described as:
(Mobile/Modular/Manufactured)

Manufacturer

Model (if applicable)

Serial Number Year

Length Width

Located At: (address, lot/site number, etc.) (the "Land")

Name of Mobile Home Park (if applicable)

The parties agree that the Land on which the Dwelling is located is not the property of the Seller and is not included as part of this Agreement.

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, B (Lease) 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.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 



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 Dwelling shall be given to the Buyer unless otherwise provided for in this Agreement.

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

Email Address: Email Address:
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. CHATELS INCLUDED: In addition to the Dwelling, the following are included in the Purchase Price:

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.....
.....
.....

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: The following items are not included in the Purchase Price:

.....
.....
.....
.....

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.

INITIALS OF BUYER(S):

.....

INITIALS OF SELLER(S):

.....



- 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 **in addition to** the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before 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.
- 8. RULES AND REGULATIONS:** The Buyer acknowledges that the Land lease may include Rules and Regulations for the occupancy of the Land and the Buyer agrees to accept and comply with said Rules and Regulations.
- 9. LEASE:** The Buyer acknowledges that Dwelling is currently situate upon the Land pursuant to a Lease as more particularly set out in Schedule B attached hereto. The Seller agrees to assign the Seller's interest in the Lease to the Buyer and the Buyer agrees to accept the assignment of the Lease. If the said Lease contains a provision requiring that the Landlord consent to the assignment of the Lease, then Seller will apply forthwith for the requisite consent, and provide a copy in writing of the consent, and if such consent is refused and the Buyer does not enter into a new lease agreement with the Landlord, then this Agreement shall be null and void at the option of the Buyer and the deposit monies shall be refunded without interest or other penalty to the Buyer. The Buyer agrees to cooperate and provide such information and documentation as may be within control of the Buyer in order to obtain said assignment of Lease.
- 10. TITLE:** Provided that the title to the Dwelling is good and free from all charges, liens, and encumbrances except as otherwise specifically provided in this Agreement. Buyer shall be allowed until 6:00 p.m. on the day of....., 20....., (Requisition Date) to examine the title to the Dwelling at Buyer's own expense and until thirty days from the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived to satisfy Buyer that its present use (.....) may be lawfully continued and that the Dwelling may be insured against risk of fire. Seller hereby consents to the Landlord of the Land, the municipality or other governmental agencies releasing to Buyer details of all matters affecting the Dwelling, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require. If within the specified times referred to above any valid objection to title or to the fact the said present use may not lawfully be continued, or that the Dwelling 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 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 Dwelling.
- 11. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the Dwelling by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
- 12. DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any prior Bills of Sale or other evidence of title to the Dwelling except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or plans of the Dwelling, including informational material from the manufacturer, within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any security interest 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 registrable discharge and to register same, or cause same to be registered within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a statement prepared by the security interest holder 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 holder 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 Dwelling and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



- 14. INSURANCE:** The Dwelling and all buildings on the Land 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 Security Interest, or Buyer is assuming a Security Interest, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other security holder's interest on completion.
- 15. DOCUMENT PREPARATION:** The Bill of Sale shall be prepared in registrable form at the expense of Seller, and any Security Interest to be given back by the Buyer to Seller at the expense of the Buyer.
- 16. 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.
- 17. ADJUSTMENTS:** Any rents, security deposits, security interest, realty taxes including local improvement rates, 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.
- 18. 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.
- 19. 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.
- 20. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, unless the spouse of the Seller has executed the consent hereinafter provided.
- 21. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the Dwelling, Seller has not caused the Dwelling or any structure 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.
- 22. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 23. 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.**
- 24. 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.
- 25. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the Dwelling is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



26. 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)
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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)
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..... (Buyer)	 (Date)
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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)

Schedule A – Agreement of Purchase and Sale Mobile/Modular/Manufactured Home on Leased Premises

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):