## RESIDENTIAL FORM OF OFFER TO PURCHASE (This form of offer to purchase is prescribed under The Real Estate Brokers Act for the purchase of single family residential houses) **SELLING BROKER** LISTING BROKER **SELLING SALESPERSON** LISTING SALESPERSON CONFIRMATION OF REPRESENTATION In representing the parties in the negotiations for the purchase and sale of the Property: The Selling Broker represents (check applicable statement) The Listing Broker represents (check applicable statement) \_\_\_\_\_ the Seller and does not represent the Buyer the Buyer and does not represent the Seller \_ the Seller and does not represent the Buyer the Buyer and does not represent the Seller both parties with the consent of each both parties with the consent of each (Buyer's initials) \_\_\_\_\_ (Selling Salesperson's initials) (Seller's initials) (Listing Salesperson's initials) Tο (the "Seller") Seller's address I/We (the "Buyer") Buyer's address offer to purchase, through the above named Broker(s), the Property upon the following terms: SUBJECT MATTERS OF THIS OFFER 1. The Property (the "Property") is the following described land and all structures and improvements thereon (insert civic address or legal description): There shall be included in or with the Property all fixtures and in particular all such electric light fixtures, heating and plumbing fixtures, T.V. antennas, satellite dishes and receivers and all related hardware, fitted carpets, curtain rods, drapery tracks, screen and storm windows and doors as are now on the Property, but excluding these fixtures: All goods and chattels which are not fixtures shall be excluded excepting for the following which are included: PURCHASE AND SALE PRICE AND PAYMENT The total purchase price to be paid by the Buyer to the Seller is \$ (i) A deposit of \$\_\_\_\_\_\_ (ii) By assumption of existing mortgage(s) having a (aggregate) balance of principal and interest on the Possession Date ("Assumption of Mortgage(s) Schedule" must be attached) of \_\_\_\_\_\_\_\$ \_\_\_\_ annual interest rate not to exceed \_\_\_\_\_%; monthly payments excluding taxes not to exceed \$\_\_\_\_\_\$ (iv) By cash, certified cheque, bank draft or lawyer's trust cheque on or before the Possession Date of \$\_\_\_\_\_\_\$ (v) Other \_\_\_\_\_\_\$ \_\_\_\_ TOTAL PURCHASE PRICE \$ If part of the purchase price is to be paid from the proceeds of a new mortgage, payment of that amount may be delayed by the time required for registration of the mortgage to be completed by the Land Titles Office and reported to the mortgagee and, if so, that amount shall bear interest payable to the Seller at the same rate as the new mortgage until paid. The Seller shall have a lien and charge against the Property for the unpaid portion of the purchase price (with interest as aforementioned). If the deposit is submitted by way of cheque or other payment instrument, it shall be made payable to the Listing Broker. If the deposit is submitted in cash, it shall be deposited by the Broker receiving it. The deposit, howsoever paid, will be held by the Broker holding it as trustee for the Buyer and same shall be returned to the Buyer without deduction, interest or other charge of any kind if this Offer is not accepted in accordance with its After this Offer has been accepted by the Seller, the deposit shall be held by the Listing Broker in trust, and the deposit shall, subject to the terms of this Offer, be paid or credited to the Seller as part of the purchase price when the Seller has carried out the Seller's entire obligations under this agreement. **POSSESSION** Possession shall be given by \_\_\_\_\_ a.m./p.m. on the \_\_\_\_\_ day of \_\_\_\_\_ , 20\_\_\_\_ (the "Possession Date"); 3. (a) Unless otherwise agreed to, such possession shall mean vacant of any persons occupying the Property and with all fixtures and goods and chattels not included in this transaction removed from the Property. SELLER'S PROMISES AS TO THE STATUS OF THE PROPERTY 4. The Seller promises that: (i) the Property will be free from all encroachments by adjoining structures and improvements except: (ii) The structures and improvements on the land will not encroach beyond the limits of the land or on any public utility right-of-way, except: (iii) unless otherwise specified in this Offer, the Property and all included items will be in substantially the same condition they were in at the date of this Offer; Buyer's initials \_\_\_\_\_ Seller's initials \_\_\_\_

	(iv) the Property will comply with all restrictions and requirements registered against the title and all applicable zoning regulations, except:	
(b)	Additional promises:	
een ee	PROMISES AS TO TITLE AND OWNEDSHIP	
	S PROMISES AS TO TITLE AND OWNERSHIP  eller promises that at the time of possession:	
(a)	The Property will not be subject to any mortgage, encumbrance or other interest which is registered against the title to the Property or which is valid or enforceable against the Property without being so registered ("Claim"), excepting only for the following:  (i) any mortgage herein agreed to be assumed as part of the purchase price;  (ii) any private or public building or use restriction caveat with which the Property complies;	3
	<ul><li>(iii) any easement, the existence of which is apparent on inspection of the Property;</li><li>(iv) any public utility caveat protecting a right-of-way for a service to which the Property is connected;</li></ul>	
	(v) any Claim which it is the Seller's responsibility hereunder to remove as a condition of closing;	
	<ul><li>(vi) any Claim which may be caused by or is the responsibility of the Buyer; and</li><li>(vii) (Insert any other exceptions, including tenancies)</li></ul>	
(b)	All included fixtures and goods and chattels will be owned by the Seller free from any security or other interest (including any rental contract) except as follows:	
	and the Buyer shall assume responsibility for all such security or other interests from and after the Possession Date.	
(c)	The Seller will be or be entitled to be rightfully in actual and personal peaceable possession and occupation of the whole of the Property (except for any tenancies agreed to be assumed by the Buyer).	
SELLER	PROMISE REGARDING GOODS AND SERVICES TAX	
6.	The Seller promises that the supply of the Property and all included fixtures, goods and chattels by the Seller to the Buyer under this agreeme exempt from goods and services tax.	ent is
SELLER	O PROVIDE PROPERTY DISCLOSURE STATEMENT	
7. (a)	The Seller agrees to complete a Property Disclosure Statement in the prescribed form attached as Appendix A and deliver it to the Buyer or to Selling Broker within hours after acceptance of this Offer. On delivery of the Statement, it forms part of this agreement.	the
OR (b)	The Property Disclosure Statement completed by the Seller in the prescribed form and attached to this Offer forms part of this agreement. (Strike out paragraph 7(a) or (b), whichever does not apply. Strike out all of section 7 if the Buyer does not require a Property Disclosure State	ement)
CONDIT	ONS BENEFITING THE BUYER	- 7
8.	This agreement is terminated unless the following conditions for the benefit of the Buyer are fulfilled or waived:	
(a)	That, within hours after delivery of the Property Disclosure Statement pursuant to paragraph 7(a), the Buyer be satisfied with that Statement pursuant to paragraph 7(a), the Buyer be satisfied with that Statement	ement.
	For the purpose of paragraph 10(d), delivery to the Seller or the Listing Broker of a copy of the Statement containing the acknowledgement of Buyer (each Buyer, if there is more than one) that he or she is satisfied with the Statement is deemed to be notice to the Seller this condition become fulfilled.	
(b)	(Strike out paragraph 8(a) if paragraph 7(a) is struck out.) That any mortgage shown as to be arranged can be so arranged by the Buyer by a.m./p.m. on the day	
(-)	of, 20	
(c)		nse. an
(d)	That bya.m./p.m. on theday of, 20the Buyer obtain, at the Buyer's expering name of the property, satisfactory to the Buyer, by an inspector chosen by the Buyer.  (Others - if no others, state "None")	, .
CONDIT	ONS BENEFITING THE SELLER	
9.	This agreement is terminated unless the following conditions for the benefit of the Seller are fulfilled or waived (if none, state "None"):	
CONDIT	ONS GENERALLY	
10. (a) (b) (c)	The party responsible for fulfilment of a condition will exercise reasonable efforts to fulfil the condition.  Upon fulfilment of a condition, the benefited party shall give written notice of fulfilment.  If this agreement is terminated under any of paragraphs 8, 9 or 11(b)(i), then the Seller directs the Broker to return the deposit to the Buyer wideduction.	thout
(d)	The party benefited by a condition may waive fulfilment of that condition, provided that such party does so in writing before the end of the time within which such condition is to be fulfilled. If the benefited party does not so waive and does not give notice of fulfilment with respect to such condition will be deemed to be not fulfilled. Any written waiver or notification with respect to any condition for the benefit of Buyer may be given to either the Seller or the Listing Broker and any written waiver or notification with respect to any condition for the benefit the Seller may be given to either the Buyer or the Selling Broker.	n of the
Buyer's	tials Seller's initials	

#### MUTUAL PROMISES AND GENERAL PROVISIONS

- All adjustments of taxes (including the current year's local improvement levies if any) and other adjustments if any will be made as at the 11. (a) commencement of the Possession Date.
  - (i) The Property until the time of possession shall remain at the risk and responsibility of the Seller. If the Property suffers substantial damage (b) which is not repaired before the time of possession to substantially the same condition it was in prior to the damage occurring, the Buyer may terminate this agreement.
    - The Buyer shall not be bound to assume, nor the Seller to transfer, any policy of insurance on the Property.
  - If either party (the "Defaulting Party") is in breach of their obligations hereunder then the other party (the "Aggrieved Party") shall be entitled to exercise whatever remedies the Aggrieved Party may have by virtue of the default. Where the Defaulting Party is the Buyer, the Seller shall be entitled to retain the deposit as the Seller's own property, but whether or not the Seller has then terminated or thereafter terminates the Seller's right and obligation to sell and the Buyer's right and obligation to purchase under this agreement by virtue of the Buyer's default, such retainer of the deposit shall not itself constitute a termination of this agreement and shall not restrict the Seller from exercising any other remedies which the Seller may have by virtue of the Buyer's default, including the right to claim damages from the Buyer which the Seller sustains in excess of the
  - (i) Each of the Seller and the Buyer authorize each other, their respective solicitors, the Listing Broker and the Selling Broker to pay and deliver (d) to their respective solicitors, any money or documents due in connection with this transaction and for so doing, this shall be their full and sufficient authority and the receipt of each such solicitor respectively shall be a good discharge therefor.
    - (ii) In closing this transaction, the Seller's solicitor and the Buyer's solicitor may by agreement exchange trust conditions and undertakings to carry out the intention of the Seller and the Buyer.
  - (e) (i) Time shall in all respects be of the essence hereof.
    - (ii) This agreement shall be binding upon and shall enure to the benefit of the Seller and the Buyer and each of their respective successors, assigns and personal representatives.
    - (iii) This agreement contains all of the promises, agreements, representations, warranties and terms between the parties relating to the transaction hereby contemplated, and:
      - (A) anything not included in writing in this agreement will have no force or effect whatsoever;
      - any amendment made to this agreement will have no force or effect whatsoever unless it is in writing and signed by each of the parties hereto:
      - in making this Offer, the Buyer relies only on the Buyer's personal inspection of the Property, the Seller's promises and representations contained in this Offer and any Property Disclosure Statement that forms part of this agreement.
    - (iv) The following will survive and continue in effect after the closing of this transaction:
      - (A) the promises made in paragraphs 4(a)(iii), 5(b) and (c) and 6;
      - (B) the representations and promise made in any Property Disclosure Statement that forms part of this agreement.

Any exceptions or any additional promises or representations intended to survive closing are as follows (if none, state "None"):

(v) All references to times in this agreement mean Manitoba time.

### REPRESENTATIONS BY BROKER

12. The Broker(s) or the authorized representative(s) of the Broker(s) have made the following promises, undertakings or guarantees to the Buyer (if none, state "None"):

If any such promise, undertaking or guarantee is made and breached, this will not, unless otherwise specified, constitute a breach by the Seller or by the Buyer of their obligations under this Agreement.

### **USE AND DISCLOSURE OF SALE INFORMATION**

13. The Seller and the Buyer consent to the collection, use and disclosure of the personal information regarding the Property and this transaction by the Broker(s) for reporting, appraisal and statistical purposes. If the property is listed on the Multiple Listing Service of a real estate board or association, the Seller and the Buyer give the same consent to the board or association.

# **DEADLINE FOR ACCEPTANCE BY SELLER** 14. This Offer, if not accepted by \_\_\_\_\_\_ a.m./p.m. on the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_ shall expire. OTHER TERMS 15 BUYERS ARE STRONGLY URGED TO CONSIDER MAKING THEIR OWN ENQUIRIES WITH RESPECT TO ISSUES OF IMPORTANCE TO THEM,

KEEPING IN MIND THAT THE SELLER'S KNOWLEDGE OF THE PROPERTY MAY BE INCOMPLETE OR INACCURATE. THIS OFFER IF ACCEPTED IS A LEGALLY BINDING CONTRACT: READ IT ALL BEFORE YOU SIGN. BOTH BUYERS AND SELLERS ARE ADVISED TO SEEK PROFESSIONAL ADVICE IF THEY HAVE ANY QUESTIONS REGARDING THE PROPERTY OR QUESTIONS OR CONCERNS REGARDING ANY PROMISES, REPRESENTATIONS OR UNDERTAKINGS.

Signed by the Buyer at	a.m./p.m. this	day of	, 20
Witness		Buyer	
Witness		Buyer	
Buyer's initials Sell	Name	of Buyer's Solicitor	

	LER (with directions regard pts the above Offer or accepts	,	t only to the following amer	ndments ("Counteroffer")	which must be accepted by
the Buyer by	a.m./p.m. on the	day of		, 20	(if none, state "None"):
By the Seller's signa	ature below, the Seller acknow	ledges (and agrees) to	pay to the Listing Broker al	bove named an agreed o	commission of
Broker to retain and transaction the depo Broker and the Selle the Listing Broker a	ercentage of total purchase price apply in payment of the commosit or so much thereof as is refer or when permitted by applicant unpaid balance of the commet the foregoing directions and a	nission which the Seller equired to pay such com able law. The Seller furt nission out of the sale p	will owe to the said Broken mission at the time specific ther directs and authorizes proceeds as soon as the sa	in connection with the p ed in the listing agreeme the Seller's solicitor nam me are properly payable	urchase and sale nt between the Listing led below to pay promptly to to the Seller. The Seller
Signed by the Seller at	a.m./	/p.m. this	day of		, 20
Witness		<del></del>	Seller		
Witness			Seller		
		Name	of Seller's Solicitor		
	YER OF COUNTEROFFER pts the above Counteroffer.	Name o	of Seller's Solicitor		
		/a na Alaia	day af		20
Signed by the Buyer at	a.m	/p.m. tnis	day of		, 20
Witness		· · · · · · · · · · · · · · · · · · ·	Buyer		
	wishes to accept the Counterc ld submit an entirely new Offer		Buyer to any additional terms or o	conditions, this will const	itute a counter-counteroffer
partners is not registere	that if the Property is a "home of on the title to the Property, the position (below) or provide a R	ne spouse or common-l	aw partner whose name is	not on title but has home	both spouses or common-law estead rights in the Property
I, the spouse or commo	ONSENT TO DISPOSITION A n-law partner of the Seller, cor spouse or common-law partne	nsent to the disposition	of the homestead effected	•	cknowledge that:
rights have be	touse or common-law partner of een released or terminated in a nat <i>The Homesteads Act</i> gives	accordance with The Ho	omesteads Act.	_	
withholding m					,
	consent apart from my spousemmon-law partner.	e or common-law partne	er freely and voluntarily, wit	thout any compulsion on	the part of my
Name of spouse or	common-law partner	Signature of spo	ouse or common-law partne	er Date	
Name of witness		Signature of wit	ness	 Date	
	nd for the Province of Manitob	-		Date	
j	Oaths in and for the Province		ission expires		
	horized to take affidavits under				
	FOR DEPOSIT PAID IN CASH				<del></del>
		. (			(insert name of Broker)
the acceptance of the	es receipt of the above cash do nis Offer. (Delete undertaking if fied in paragraphs 2(c) and 2(d	f receipt given by Listing		Broker on the next busing	ness day following
	(5	Signature of Broker or A	Authorized Official or Sales	person)	
Buyer's initials	,	s		,	

## APPENDIX A TO RESIDENTIAL FORM OF OFFER TO PURCHASE

### PROPERTY DISCLOSURE STATEMENT

Date of statement:			
Address of Property:			
Name(s) of Seller(s) making th	is Statement:		
Name(s) of Buyer(s) to receive Statement:	this		
	-		

# Important Notes:

This is the Statement referred to in paragraph 7 of the Offer. It is based on the Seller's actual knowledge and the accuracy of his or her recollection. While the Seller is required to give true and accurate responses based on his or her knowledge, the responses do not constitute warranties as to the actual condition of the property.

The fo	ollowing table is to be completed by the Seller. "You" means the Se	eller.		
expl	ruction to Seller: If answering "yes" to any question, provide an anation in the space provided after item 19 (or on a separate dule to this form)	YES	NO	DOES NOT APPLY
1	How long have you owned and occupied the property?			
	Ownership: years Occupancy: years			
2	Are you aware if the property, or any part of it, currently does not comply with municipal or other regulatory requirements (such as zoning, health, occupancy or environmental by-laws or regulations, building or fire codes, or other protection-related codes, by-laws or regulations)?			
3	Are you aware of any additions or alterations to the buildings or improvements on the property that were made while you owned the property and were made without the required building, electrical or other permit, or without obtaining a final inspection from the regulatory authority?			
4	Are you aware of any local improvements that were made or approved by the local municipality within the last 12 months and affect the property (including any improvements that are not yet reflected in the most recent property tax bill)?			
5	Are you aware if the property, or any part of it, has ever been used to grow marijuana or to grow or manufacture any other illegal drug?			
6	Are you aware of any cracking, shifting or movement of the structure of any building or improvements on the property, including the foundation walls and basement floor, that is not readily visible?			
7	Are you aware if there has ever been any flooding or scepage affecting any portion of the property (that is, into the house or garage or into a low-lying area of the yard) from any cause or source such as rainwater, snow melt, sewage backup or other source?			
8	Are you aware if there has ever been any seepage or infiltration into the basement, from the walls, floor, roof or windows, of any building or improvement on the property?			

expl	ruction to Seller: If answering "yes" to any question, provide an anation in the space provided after item 19 (or on a separate edule to this form)	YES	NO	DOES NOT APPLY
9	Are you aware of any unrepaired or incompletely repaired damage to any building or improvements on the property resulting from wind, fire, water, moisture, insects or rodents?			
10	Are you aware of any insect or rodent infestation affecting the property?			
11	<ul> <li>This item does not apply if the property is connected to a municipal sewage system. Are you aware of</li> <li>any problem or deficiency with any septic tank, septic field, holding tank, pump or ejection system associated with the property's sewage system, or</li> <li>any failure of the property's sewage system or any component of it to comply with municipal or provincial regulations?</li> </ul>			
12	This item does not apply if the property is connected to a municipal water utility service. Are you aware of any problem with the quality, quantity, odour, water pressure or condition of the potable water source or the mechanical or electrical equipment for the water supply?			
13	Are you aware of any existing defect or deficiency in the heating, electrical or plumbing equipment or associated systems?			
14	This item only applies if any of the following items are included in the sale of the property. Are you aware of any existing defect or deficiency associated with any of the following: sauna, hot tub, satellite dish and related equipment, garage door including automatic openers and equipment, garburator, appliances (refrigerator, stove, freezer, washer, dryer), hot water tank, water softener, lawn sprinkler system, air-conditioning, burglar alarm, central vacuum, central humidifier, air purification system, intercom or any other chattel or fixture?			
15	Are you aware if any building on the property contains – or do you have any reasons to believe that it once contained – asbestos insulation, zonolite/vermiculite insulation, radon gas, lead plumbing, aluminum wiring or mould?			
16	<ul> <li>This item only applies if the property includes a fireplace or woodstove. Are you aware of         <ul> <li>any existing defect or deficiency relating to the fireplace or woodstove or related equipment, including any failure of it to comply with any applicable building or fire code requirement, or</li> <li>any difficulty in obtaining fire insurance because of the fireplace or woodstove?</li> </ul> </li> <li>Warning to Buyer: Although the Seller may be able to operate the existing wood burning equipment under his or her insurance policy, the Buyer's insurer might require expensive upgrades to the equipment before insuring the Property or might require substantially higher insurance rates than those payable by the Seller.</li> </ul>			
17	Are you aware of any roof leakage that occurred while you owned the property, or of any existing unrepaired or incompletely repaired damage to the roof or shingles?			
18	Are you aware of any existing defect or deficiency associated with the property that  • has not been disclosed in response to questions 2 to 17;  • is not readily visible; and  • is structural in nature or may be, or lead to, a health or safety concern?			
19	During your ownership of the property  • has an insurer cancelled fire insurance on the property; or  • has an insurer, to your knowledge, refused to issue or renew a policy of insurance on the property?			

<b>Explanations:</b> (Provide a complete and accuracy "YES". Attach a separate or additional sched	urate explanation for each question to which you answered
1120 : Ittach a separate of additional series	- Space is not sufficiently
Acknowledgement and agreement by Seller	
The Seller (each Seller, if there is more than one)	acknowledges and agrees that
he or she has completed this form to the bes	st of his or her knowledge as of the date of this Statemen
the Buyer is relying on the representations m	
if, between the date of this Statement and the circumstances that change the accuracy or cowill provide details of those changes to the I	ne closing of the transaction, the Seller becomes aware of ompleteness of any statement made in this form, the Seller Buyer, in writing, before the closing of the transaction.
Witness	Seller
Witness	Seller
Acknowledgement by Buyer	
The Buyer (each Buyer, if there is more than one)	) acknowledges that he or she
(a) received this Statement before signing th	ne Offer to Purchase.
OR .	
(b) received this Statement after signing the	Offer to Purchase, and is satisfied with the Statement.
Strike out (a) or (b), whichever does not apply.)	
Witness	Buyer
	•
Witness	Buyer