

(iv) the Property will comply with all restrictions and requirements registered against the title and all applicable zoning regulations, except:

(b) Additional promises:

SELLER'S PROMISES AS TO TITLE AND OWNERSHIP

5. The Seller 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;
 - (iii) any easement, the existence of which is apparent on inspection of the Property;
 - (iv) any public utility caveat protecting a right-of-way for a service to which the Property is connected;
 - (v) any Claim which it is the Seller's responsibility hereunder to remove as a condition of closing;
 - (vi) any Claim which may be caused by or is the responsibility of the Buyer; and
 - (vii) (Insert any other exceptions, including tenancies)

(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'S 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 agreement is exempt from goods and services tax.

SELLER TO 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 the Selling Broker within _____ hours after acceptance of this Offer. On delivery of the Statement, it forms part of this agreement.

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 Statement)*

CONDITIONS BENEFITING THE BUYER

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.

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 the 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 has been fulfilled.

(Strike out paragraph 8(a) if paragraph 7(a) is struck out.)

(b) 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) That by _____ a.m./p.m. on the _____ day of _____, 20_____ the Buyer obtain, at the Buyer's expense, an inspection of the property, satisfactory to the Buyer, by an inspector chosen by the Buyer.

(d) (Others - if no others, state "None")

CONDITIONS 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"):

CONDITIONS GENERALLY

- 10. (a) The party responsible for fulfilment of a condition will exercise reasonable efforts to fulfil the condition.
- (b) Upon fulfilment of a condition, the benefited party shall give written notice of fulfilment.
- (c) 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 without deduction.
- (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, then such condition will be deemed to be not fulfilled. Any written waiver or notification with respect to any condition for the benefit of the 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 of the Seller may be given to either the Buyer or the Selling Broker.

Buyer's initials _____ Seller's initials _____

MUTUAL PROMISES AND GENERAL PROVISIONS

- 11. (a) 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 commencement of the Possession Date.
 - (b) (i) The Property until the time of possession shall remain at the risk and responsibility of the Seller. If the Property suffers substantial damage 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.
 - (ii) The Buyer shall not be bound to assume, nor the Seller to transfer, any policy of insurance on the Property.
 - (c) 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 deposit.
 - (d) (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 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;
 - (B) 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;
 - (C) 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

Name of Buyer's Solicitor

Buyer's initials _____ Seller's initials _____

APPENDIX A TO RESIDENTIAL FORM OF OFFER TO PURCHASE

PROPERTY DISCLOSURE STATEMENT

Date of statement: _____

Address of Property: _____

Name(s) of Seller(s) making this Statement: _____

Name(s) of Buyer(s) to receive this Statement: _____

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 following table is to be completed by the Seller. "You" means the Seller.

Instruction to Seller: If answering "yes" to any question, provide an explanation in the space provided after item 19 (or on a separate schedule 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 seepage 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?			

Instruction to Seller: If answering "yes" to any question, provide an explanation in the space provided after item 19 (or on a separate schedule 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	<i>This item does not apply if the property is connected to a municipal sewage system.</i> Are you aware of <ul style="list-style-type: none"> any problem or deficiency with any septic tank, septic field, holding tank, pump or ejection system associated with the property's sewage system, or any failure of the property's sewage system or any component of it to comply with municipal or provincial regulations? 			
12	<i>This item does not apply if the property is connected to a municipal water utility service.</i> 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	<i>This item only applies if any of the following items are included in the sale of the property.</i> 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	<i>This item only applies if the property includes a fireplace or woodstove.</i> Are you aware of <ul style="list-style-type: none"> 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 any difficulty in obtaining fire insurance because of the fireplace or woodstove? <p>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.</p>			
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 <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 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? 			

