

HOME SELLER *GUIDE*



**COLDWELL
BANKER** 

**COLDWELL BANKER
HOMEFIELD REALTY ST.MARYS
BROKERAGE**

Each office is independently owned and operated

Marketing Plan



Your home will be submitted to the following websites:

Coldwellbanker.ca

Multiple Listing Service (MLS)

Julienpolidoro.com

Facebook

**9 out of 10 home buyers use the
internet to search for homes***

What Does Coldwell Banker Homefield Realty Do For You And Your Listing?

Pre-Listing Activities

1. Make an appointment with seller for listing presentation.
2. Courier a Seller Guide to the seller prior to appointment.
3. Send seller a written or email confirmation of listing appointment and call to confirm.
4. Review pre-appointment questions.
5. Research all comparable currently listed properties.
6. Research sales activity in the area from MLS database.
7. Research days-on-the-market for similar properties, location and price.
8. Review property tax roll information.
9. Prepare "Comparative Market Analysis" (CMA) to establish fair market value.
10. Research property's ownership and how it is held (deed).
11. Check municipal tax records for lot size.
12. Verify the legal description from public records.
13. Check Planning Department of Municipal Offices for current zoning.
14. Check for land use restrictions or special zoning.
15. Verify legal names in the Registry Office (or deed).
16. Prepare listing presentation with researched materials.
17. Drive by the property to assess the Curb Appeal, compare with neighbourhood.
18. Start formal office file on the property.
19. Confirm school district and effects of schools on the property value.
20. Determine whether property is subject to a shoreline road allowance (if applicable).
21. Review all pertinent information to ensure that it's complete.
22. Prepare marketing materials.
23. Prepare statistics chart for market and neighbourhood.

Listing Appointment Presentation

24. Explain the various agency relationships using Working with a Realtor® pamphlet and get acknowledgement that this has been reviewed with the seller.
25. Give the seller an overview of current market conditions and projections.
26. Review sales representatives and brokerage credentials and accomplishments.
27. Review and confirm all legal descriptions and ownership details.
28. Establish the square footage above grade.
29. Confirm lot size from owner's survey – if no survey is available, make a note on the listing.
30. Note any lot line fencing, easements and variances.
31. Review any appraisal that may have been made.
32. Present CMA to the Seller including Comparable sold properties and current listings.
33. Offer pricing strategy based on experience and current market conditions.
34. Discuss a Marketing plan to meet the goal of the seller.
35. Explain the advantages and power of Multiple Listing Service®.
36. Explain the use and power of web marketing, mls.ca and our own website.
37. Explain the work both the salesperson and brokerage do behind the scenes and availability at night and on weekends
38. Explain the sales professional's role in taking calls and screening for qualified buyers and curiosity seekers.

39. Present and explain the strategic master marketing plan.
40. Review and explain the Listing Agreement and obtain the signature of the seller – give seller their copies.

Once the Property is Listed

43. Measure and record all room dimensions.
44. Obtain house plans if available.
45. Make a copy of any house plans.
46. Copy survey and retain in listing file.
47. Advise seller of how showing appointments will be made.
48. Prepare instructions for sales people showing the property and confirm with the seller the best times to show to prospective buyers.
49. Confirm any Condominium Deeds or Homeowners Association fees currently in effect and confirm if any outstanding assessments or legal actions, and the amount in the reserve fund.
50. Get a copy of the Condominium bylaws, if applicable.
51. Confirm supplier of Hydro or any other provider of this utility.
52. Calculate the utility usage for the past 12 months from seller's records.
53. Verify the availability of any septic bed layout or permits at time of installation.
54. Water – if Municipal check on rates for the past 12 months.
55. Well Water – confirm well status and have Health unit test so remedial steps can be taken if required. Also, advise of any abandoned wells on the property and put on the listing.
56. Ask seller about possibility of an oil tank on property.
57. Determine natural gas, heating oil or propane supplier's name and telephone number.
58. Note on listing any rented appliances i.e. water heater, furnace or central air, etc.
59. Verify security system – owned, rented, terms and service forms.
60. Ascertain if any lead-based paint, asbestos insulation, UFFI, vermiculite insulation, galvanized plumbing, aluminum or knob and tube wiring or other latent defects needs to be disclosed.
61. Prepare a list of property features such as pool, sauna, whirlpool, landscape pools and special plants.
62. Prepare a list of chattels and fixtures included or excluded from the sale of the property.
63. Compile a list of recent improvements, repairs or maintenance.
64. Explain the advantages of a lock box and have extra keys made.
65. Verify if property has rental units. If so:
66. Inquire as to whether they comply with the zoning-by-law, fire and electrical safety
67. Make copies of all rental agreements.
68. Determine ownership of any appliances or other chattels.
69. Verify and list all rental amounts and deposits held.
70. Inform tenants of the listing and discuss how showings will be handled.
71. Arrange for installation of For Sale sign and Information box on property.
72. Give the Seller a blank copy of the Agreement of Purchase and Sale and discuss it with them.
73. Explain the offer presentation process and the possibility of multiple offers.
74. Discuss the type of conditions that will likely be included in an offer to purchase.
75. Discuss results of Curb Appeal Assessment, Interior Décor Assessment and discuss ways to improve appearance for showings.
76. Arrange for Office tour and MLS tour and report comments back to seller.
77. Load listing into personal database program for transaction management.
78. Book professional photographer for digital stills and virtual tour.

Entering Property in Multiple Listing Service Database

79. Prepare and check MLS data input sheet.
80. Upload to Real Estate board – MLS data input.
81. Proof read listing as it appears in mls.ca

Marketing the Listing

82. Create both print and internet ads.
83. Co-ordinate showings with the owner, tenants and other REALTORS®.
84. Return all calls, weekends included.
85. Install lockbox when authorized by the owner.
86. Review currently active Buyers for Coldwell Banker Homefield Realty.
87. Prepare flyers, booklet colour feature sheets.
88. Constantly review MLS® listings to ensure property remains competitive in price.
89. Prepare property marketing brochure.
90. Distribute property listing to all members of the brokerage
91. Submit ads to company's internet site.
92. Price changes promptly converted to all databases and internet groups.
93. Reprint supply of brochures as required.
94. Follow up feedback emails and pages sent to representatives who have shown the property.
95. Discuss feedback from showing representatives with the seller to determine if changes are required to accelerate the sale.
96. Place regular weekly update calls or emails to the seller to discuss marketing activity and results.
97. Receive and review all Offers to Purchase submitted by buyers and buyer's representatives.
98. Evaluate offer with owner.
99. Counsel owners on each offer – explaining merits and weaknesses of each.
100. Contact buyer's representative to discuss qualifications and motivations of their client.
101. Confirm the buyer is qualified by Mortgage officer.
102. Negotiate all offers on seller's behalf, setting condition time limits and closing date.
103. Prepare and convert all counter offers, acceptance and/or amendments to buyer's representative.
104. Fax/Mail/Email agreement documents to the lawyer for the seller.
105. When Offer to Purchase is settled and finalized by the seller, deliver to the buyer's representative leaving a true copy with the owner.
106. Deliver deposit to the Trust account within two (2) business days.
107. Provide copy of the executed agreement to the office for filing in the deal file.
108. Advise and counsel owner on the handling of offers while the original transaction is pending i.e. days to meet conditions in first offer and procedures.
109. Update personal transaction program indicating Sale Pending.
110. Assist buyer in applying for financing, if applicable.
111. Arrange for appraiser access to inspect the property and give any information including comparable, survey, etc. if applicable.
112. Order septic tank inspection, if applicable.
113. Obtain water test results from Health unit.
114. Arrange other inspections as required by Financial Institution and/or insurance company i.e. mould, termite, WETT inspection, etc.

Mortgage Tracking

115. Contact lender regarding mortgage application process.
116. Prepare/obtain waiver or condition removal documents and deliver to lawyer for the seller.

Home Inspection

117. Co-ordinate buyer's professional home inspection.
118. Review the inspection report.
119. If repairs required, assist seller in obtaining trustworthy contractor to perform required repairs.

The Appraisal

120. Schedule appraisal appointment (if needed).
121. Provide appraiser with comparable used to set list price.
122. Assist seller in questioning appraisal report if it seems too low.

Closing Preparations and Duties

123. Work with buyer's representative to arrange any visits prior to closing as agreed in the Agreement of Purchase and Sale.
124. Be available for any concerns and/or questions from the seller.
125. Advise MLS® that property is SOLD and supply details as to price, date of sale, selling brokerage.
126. Prepare MOVING PACKAGE including moving cards, return address labels and moving checklist material.

Why A Realtor?

Sell with my help or go it alone?



Have you ever considered repairing your own car? Anyone can buy the tools and parts. However, most of us just don't have the knowledge, training, experience or the extensive commitment of time to do the job properly. Besides, there are plenty of experienced professionals to do the work for us.

There is also an excellent choice of real estate professionals to help you sell your home. Nevertheless, you may be tempted to do it yourself and "save" the real estate commission. For most of us, this is false economy and makes no more sense than trying to rebuild our car's transmission.

Selling your home is a complex procedure, involving large sums of money, stringent legal requirements and the real potential for very costly mistakes. It requires a tremendous amount of time to follow-up on every detail promptly and properly. I have these qualifications and expertise, and am committed to spending the time it takes to help you sell your home successfully.

Still thinking about going it alone? First, ask yourself some hard questions:

Will you really "save" the real estate commission?

If you're planning to sell your home yourself and pocket the saved commission, think again. Most buyers equate a "For Sale By Owner" sign with a "bargain." They assume you'll sell for a discount because "you don't have to pay the real estate commission." Negotiating your price upward to regain even a part of the anticipated commission savings will be difficult at best.

Do you have the time?

If you go it alone, how much will you really save when you factor in the considerable time you'll have to invest? You have to have open houses as well as show your property at times that may not necessarily be convenient to you. In addition, you are going to be spending time preparing the ad copy and staying at home to respond to telephone calls or people knocking on the door. What is that time worth to you?

How will you reach potential buyers?

Do-it-yourselfers are faced with the problem of how to market their home effectively. How are you at writing hard-hitting advertisements that will stand out from all the others and entice purchasers to call you? Where should you run these ads, when, and how frequently? Do you have the time and patience to handle telephone enquiries? Are you prepared for the cost of advertising - including a professional-looking "For Sale" sign? I am an expert in effective advertising and cover all of the costs as part of my service to you.

Moreover, when you work with me, your home receives far-reaching market exposure through the Multiple Listing Service. MLS is a computer-based system that relays valuable information about your home to a vast network of Realtors and potential home buyers.

The greater the exposure your home receives, the more likely you are to find a buyer willing to pay "your price."

Many buyer's are unwilling - and some are just too shy - to deal directly with a private seller. Most buyers understand and appreciate the services Realtors provide: pre-screening a wide range of properties through MLS, showing them potential homes they might like, and preparing the offer to purchase. Buyers don't want to give up these benefits.

How are you at negotiating?

Selling real estate is considerably different from selling most other products or services. Many do-it-yourselfers attempt to "over-sell", smothering the buyer with every detail and nuance about the property. Few understand the subtle differences between a home's features and the potential benefits to the buyer. Few know how to ask the right questions and uncover the buyer's true needs. Even fewer know how to complete the sale successfully through firm, impartial negotiation.

I am a skilled intermediary with considerable ability to market your property successfully. Wouldn't you feel a lot more comfortable knowing an experienced Realtor is on your team, someone who can remove much of the burden of the selling process and negotiation from your shoulders?

Do you have thick skin?

When we sell our homes, we're selling a symbol of our dreams and memories. We're also embarking upon a major change in our lives and no matter how prepared we are, emotions can run high. Many people, especially with their own home, tend to get emotionally involved in the sale process because of the direct interaction with the prospective purchasers.

For example, frustration can be experienced due to rejection of the house, negative comments or fault-finding, people whose personality you don't like, or people who negotiate toughly on the price. These one-on-one direct dynamics or comments can sometimes be taken personally, and therefore be a cause of stress.

Are you up-to-date on real estate law?

Remember when you bought your home and had to deal with all those papers thrust in front of you requiring your signature? Your prospective purchaser may supply you with his own agreement of purchase and sale. This contract may have clauses and other terms in it that could be legally risky, unenforceable, unfair, or otherwise not beneficial to you. You may not recognize these potential problems or risks.

OVER 90% OF HOMES IN CANADA ARE SOLD THROUGH A REALTOR

Let me help you sell your home

Most of those who sell their homes in Canada do so using a Realtor. Of the few who do try it themselves, most change their mind and end up with a Realtor because the process is too complex, too time consuming, and too dangerous without the help of a professional.

Working with me, a licensed real estate professional, to sell your home entitles you to an exceptionally broad range of services and benefits unavailable to do-it-yourselfers.

Determining your Homes Asking Price



The Facts of (Real Estate) Life

Perhaps one of the greatest reasons why home sellers become frustrated that their home has NOT sold is because far too many Real Estate Professionals neglect to sit down with their prospective sellers to explain to them “The Important Facts of Real Estate Life”

FACT #1: "Your house cannot sell for a penny more than the best offer obtainable from the best buyer available in the current market."

No house in history has ever sold for a penny more than the best offer that could be obtained from the best buyer that could be found in the then-current market. Prospective buyers make hard-nosed comparisons among the many properties that are competing for their attention. Recent sales of similar properties have historical value, but the buyers involved in those sales are no longer a factor in the competitive picture. The one "best buyer" we are looking for is going to be found in the present market place, not in the past record books. Our job is to find that buyer and obtain his or her very best offer.

FACT #2: "The only way to determine the true value of a house is to thoroughly test the market and aggressively challenge the competition."

Appraisals and other expert opinions can be helpful in establishing a listing price for your home, but its ultimate selling price will be determined by the prospective buyers in the current market. Buyers **will compare your home with other offerings in their price range and make judgments. It is critical** that your property be competitive in price and appeal with the other options that these prospective buyers will be considering. Expired and withdrawn listings reveal the experience of others who have already tested the market with negative results.

FACT #3: "Testing a bigger market and a better market with greater skill yields a better price."

It stands to reason that the larger the market you can reach and the higher the quality of that market, the better the price you will realize. For example, sellers who are working alone can expose their home only to the small segment of the market that can be reached by a single sign and limited advertising. It is also important to note that, in spite of the multiple signs and substantial sums of money spent on advertising, these two sources typically account for only about 20 percent of the actual buyers attracted to a typical real estate office. The other 80 percent of the market is represented by the efforts of co-operating brokers and the marketing clout of Real Estate Professionals. The buyers (who are already robbed of time today) most ready, willing and able to act are almost invariably availing themselves of the services of Real Estate Professionals. Finally, that "one best" buyer, unless he or she is being handled by a skilled professional, can often come and go without making a commitment.

FACT #4: "An appropriate listing price will, immediately and consistently, attract attention and generate activity. "

The process of testing the market need not be a lengthy one, regardless of marketing conditions. When a property is first exposed to the market, both buyers and brokers make instant evaluations of the offering and, if it compares favourably with what they have already seen, it will not only attract their attention, but will motivate them to inquire for details and arrange appointments to inspect. Your listing price must be realistic enough to immediately attract this attention from buyers and brokers. If it does not do so, while competitive properties are attracting attention and generating activity, you have a clear indication that the listing price is not meeting the acid test of the market place and must be adjusted.

FACT #5: "A home that is priced realistically and marketed effectively will usually sell!"

There's an old saying that the three most important words in real estate are "location, location and location." Like a lot of old sayings, it is simply untrue. No matter how poor the location might be, there is a price at which any property will sell and that price can be determined only by testing the market. **Unless the price and terms are competitive, the chances of a house selling are "slim to none."** Even the most "realistic" pricing should be supported by thoroughly testing the market and aggressively challenging the competition.

Bottom Line #1: When realistic pricing is combined with effective marketing, there is a buyer for everything and, given these conditions, any house should be able to be sold in any market.

Bottom Line #2: Houses that languish unsold on the market for months and even years are violating the law of supply and demand, causing unnecessary inconvenience and financial damage to both their owners and agents.

The market is not always kind, but it is never wrong – and those who believe otherwise pay a heavy price for ignoring the “facts of real estate life.”

Many Factors Affect the Marketability Of Your Property

Some factors Are Beyond Our Control:

Physical Features

Location of property, size of house and acreage, floor plan and architectural style.

Marketing Conditions

Buyer demand, prices of recently sold properties, interest rates and availability of financing, condition of the economy, and time of year (seasonal demand).

The Competition

The number of similar properties for sale, their prices, financing terms, location, and physical condition.

Some Factors Are Within Our Control:

Listing Price and Terms Offered

A thorough Complete Market Analysis will give us a realistic guide to help you estimate the best price obtainable in today's market.

Condition of Property, Inside and Out

By following the steps in "Setting the Stage" chapter, we can "package" your property to stand out over the competition.

Promotional Strategy and Ease of Showing

We will agree upon a Marketing Schedule tailored to your property, spelling out the most effective action steps to help sell your house as quickly as possible, for the best price obtainable.

What is the Best Price Obtainable For Your Property?

Factors That Do Not Affect Your Property's Value.

What you paid when you bought (or built) your house.

The cash proceeds you want or need from the sale.

What I, or another real estate professional, say your property is worth.

Buyers Dictate The Best Price Obtainable For Your Property.

Buyers engage in comparison shopping.

A Buyer will not pay more the one property than he or she would have to pay for another similar property.

A Strategic Market Analysis Shows What Buyers Are Willing To Pay In Today's Market.

Demonstrates what buyers have actually paid recently for similar properties.

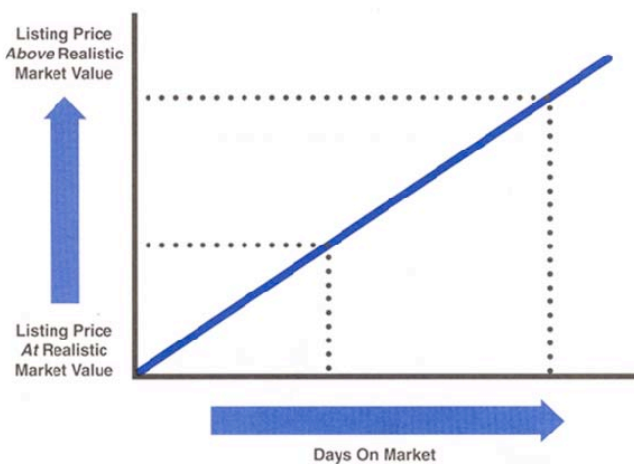
Shows what buyers have not been willing to pay under current market conditions.

Focuses on other properties which are now competing for buyer's attention.

The Risk of Overpricing

Taking Longer to Sell

The higher the price above realistic market value, the more time it will take to sell.



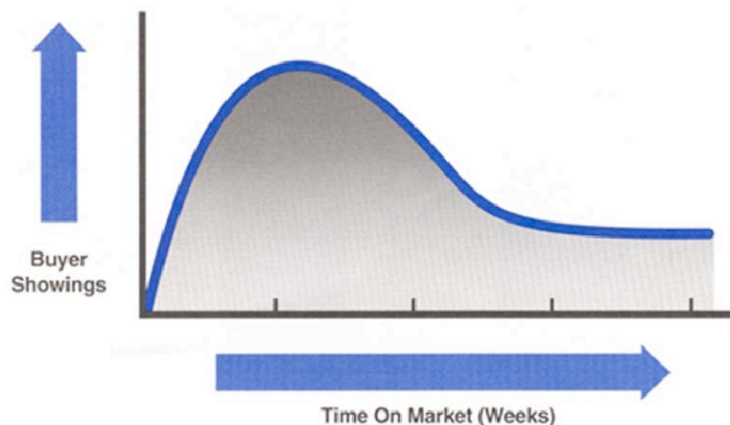
Missing Peak Selling Activity

A property generates the most interest within the real estate community when it first foes on the market.

Starting too high and dropping the price later misses the excitement and fails to generate as much activity.

The number of showings is greatest during this time - if it is priced at realistic market value.

It may even become necessary to drop the price below market value to compete with new, well-priced listings.



Losing Potential Buyers

The higher the price above realistic market value, the fewer the buyers willing to consider your property.



SETTING THE RIGHT PRICE



Top 10 House Staging Tips

1. Keep It Clean

Look at your home as though you're seeing it for the first time. Is every room neat, spotlessly clean, dusted and uncluttered? Steam clean carpets and polish floors. Wash walls, heating and air conditioning vents and light fixtures. Pay special attention to your bathroom and kitchen – make sure that tile grout is mildew free and baseboards scrubbed. Clean the refrigerator and stove as well as the washer and dryer (inside and out).

2. Lose The Clutter

Have a yard sale or take old furniture, clothing and knick-knacks to Goodwill. Organize shelves, put away items and purge your home of unnecessary items. Make sure that your kitchen and bathroom counters are free of small appliances and personal effects.

3. De-Personalize Your Home

Make your home “anonymous,” so that buyers can envision it as their potential home. Put away any family photos, diplomas, sports trophies, collectibles, knick-knacks, and souvenirs. This will help to remove clutter and create more space. These personal items have also been known to distract buyers from your home drawing their focus to you, the current owner.

4. Freshen-Up

Adding a fresh coat of paint and laying new carpet will clean and brighten up your home. Choose neutral colours and make it consistent throughout the home. Paint is usually preferable to wallpaper and it can be wise to remove tattered or bold wallpaper.

5. First Impressions Count

Like a first date or job interview, the first impression of your home is the most important. Walking into a home with the fingerprinted screen door windows or clutter entranceways, can influence the potential homebuyer's decisions. Likewise, strong odours can ruin a sale, so pay close attention to pet, cooking and cigarette smells in your home. Light delicately scented candles or have cookies baking when showing.

6. Curb Appeal

Homebuyers decide whether or not to look inside a house by the appearance of your home's exterior. Paint or wash the outside of your home. Check your gutters and chimney and make necessary repairs. Keep your lawns trimmed and flower beds weeded. Use urns to define walk spaces and ensure that window boxes are full of healthy all-season plants.

7. Create The Illusion of Space

To make your home seem more spacious, it is key to de-clutter and re-organize. Start by removing excess furniture to make rooms feel more open and replacing any times that are not appropriately sized for the room. Clean and organize your closets and remove excess clutter from all areas of your home. Strategically placed mirrors can also help to create the illusion of more space.

8. Modern Choices

Ensure that the décor of your home is modern and tasteful. Use neutral tones on your walls and floors and add colour with removable items such as throw pillows or bedding. Steer away from too many personal touches to create a minimalist and contemporary space.

9. Doggie Don'ts

"Love me, love my pets," doesn't apply when selling your home. Take your pets with you when your house is being shown, or at least keep them outside. Pets under foot will quickly put a damper on an otherwise positive showing. While making sure that your house is odour-free and spotless applies to everyone, pet owners need to take special care.

10. Beautify Your Backyard

Don't forget about your backyard. A house showing doesn't always end at the backdoor. Beyond size and layout, potential buyers can also be influenced by the state of your yard. Keep the lawn, hedges and flowerbeds manicured. Buy exterior storage containers to hide gardening tools, kids toys and pool supplies. Lastly, interested buyers may decide to look inside your shed, so make sure that it is organized and clean.



PREPARING YOUR HOME CHECKLIST

First impressions really count with home buyers. Here are some simple suggestions to help you prepare your home for showings:

First Impressions

- House number easy to see
- House Exterior in good repair
- Eavestroughs, down spouts and soffits painted and in good repair
- Garage/carport clean and tidy
- Cracked or broken window panes replaced
- Lawns cut and raked, hedges and shrubs trimmed, gardens weeded and edged
- Walkways, patios, decks etc. cleared of snow, leaves or debris
- Walkways and driveway sanded or salted in cold weather

Creating A Buying Atmosphere

- Air conditioner on in warm weather
- All lights turned on
- Fireplace lit in cooler weather
- Closets neat and tidy
- Hallways and stairs clear of clutter
- Drapes open during daylight
- Carpets freshly vacuumed
- Lock valuables or breakables safely away or out of reach

At the Front Door

- Door hardware in good repair
- Doorbell works
- Porch and foyer clean and tidy

Interior Maintenance

- Chipped paint touched up
- Cracked plaster repaired
- Door knobs and cupboards latches tight
- Furnace wiped down
- Burned out light bulbs replaced
- Squeaky doors oiled

Bathrooms

- Leaky taps and toilets repaired
- Mirrors, fixtures and taps cleaned and polished
- Seals around tubs and basins in good repair
- Floors cleaned, waste containers emptied
- Inside of cupboards and cabinets clean and neat
- Towels clean and matching
- Clutter put away

Kitchen

- Appliances cleaned
- Sinks and taps cleaned and polished
- Countertops cleared and polished
- Floors cleaned, waste containers emptied
- Inside of cupboards and cabinets cleaned and neat
- Small appliances put away
- Clutter put away

When an Offer is Received

- 1) I will contact you for an appointment - usually at your home - to discuss the offer with you. If the offer was drawn up by another Realtor working with the buyer, that Realtor may want to present the offer in a meeting with you and myself. The buyer will not be at this meeting.
- 2) I will walk you through the language of the offer step-by-step. This is to ensure that the details of your property are listed accurately and that you understand the offer completely.
- 3) Your eyes will probably be drawn immediately to the price being offered. Listen to all that is said before making any judgements, comments or decisions. Price is only one component - although an important one - and should be considered within the broader context of all your sales objectives.
- 4) Once you have reviewed the offer thoroughly, we may choose to ask the Realtor working with the buyer to leave the room so we can discuss matters.
- 5) With any offer, you have three choices: accept it, reject it, or “sign it back” to the buyer with a counter offer. After you’ve made your decision, the Realtor working with the buyer will take your response to the buyer.

If you accept and sign the buyers offer, you have formed a legally binding contract to sell your home, subject to any conditions. All parties and their lawyers receive copies and the transaction is completed in the coming days or weeks.

If you reject the offer, the buyer may choose to submit another offer for your review and response.

If you “sign back” proposed changes to the buyer’s price or terms through a counter-offer, the buyer then has the option of accepting your terms, rejecting them or submitting yet another counter offer. This process of exchanging counter-offers continues until both parties agree completely, or until one of you ends the negotiation.

The offer to purchase for a condominium differs slightly as it includes additional information regarding the condominium such as the amount of the monthly condo fees and what is included in the fee, and a condition to review the financial documents of the condo corporation.



Budget for Closing Costs

Adapted from the Canadian Home Planner

These costs are almost always unexpected

You save for a down payment and assume this can all be applied to the house you're purchasing. Wrong! You may be surprised at the variety of other costs that must be paid upfront.

Lawyers Fees

Fees usually range from \$650 to \$700. If a law firm quotes considerably less, it may not include the cost of executing the mortgage. *Contact their office directly and find out what they charge and what this includes.*

Land Transfer Tax

The amount paid is based on the home's purchase price.

If the purchase price is less than \$250,000, the cost is 1% of the purchase price, less \$275.

If the purchase price is \$250,000 to \$400,000, the cost is 15% of the purchase price, less \$1,525

If the purchase price is over \$400,000, this cost is 2% of the purchase price, less \$3,525

Example: if you purchase a home for \$200,000, you pay 1% or \$2,000 less \$275.

Property Taxes

Check with city hall to see how the taxes are paid within the municipality. Some communities or cities charge quarterly, some annually and some bill eight times a year.

Example: If you close on December 1st, the annual taxes are \$2,500 and the Seller has already paid the taxes for that year, you would be responsible for paying the Seller the taxes for December; $\$2,800 \div 12$ months equals \$233.33 per month. So you owe \$233.33.

Title Insurance

Allow approximately \$250.00 for your title insurance premium. This is for both you (your lender may require it) to protect against fraud, title defects and survey problems.

Disbursements

There are various municipal disbursements that must be paid on closing. If your lawyer finds that there are outstanding balances for water, it is considered to be a lien against the property. The amount(s) will be deducted from the monies the Seller receives from the sale of the house. Outstanding Union Gas bills, however, will not result in a lien being placed against the property. Union Gas will pursue the previous tenant or owner.

Registration of the Deed and Mortgage(s)

There is a fee at the Ontario Registry to register the Deed (Ownership) and the mortgages.

Miscellaneous Charges

These charges include all additional costs that the lawyer incurs while working on your behalf. Example: you are charged for faxes, courier service, photocopies, certified cheques and long distance phone bill. Budget approximately \$50.

Closing Costs

Let's assume a home, purchased in St. Marys, is closing on December 1st, purchase price: \$250,000, taxes \$2,800 a year.

Lawyer's Fees:	\$ 1200.00
Land Transfer Taxes:	\$1,725.00
Title Insurance:	\$ 250.00
Registrations:	\$ 141.20
Property Taxes:	\$ 233.33
Disbursements:	\$ 150.00
Miscellaneous:	\$ 50.00
Total Closing Costs:	\$3,749.53

Closing costs and the remainder of the down payment are usually due a couple of days before your actual closing date and the payments are made directly to your lawyer.

NOTE: You should always confirm these costs directly with your lawyer as they are approximate.

The Final Steps to a Successful Closing

The Role of Your Lawyer...

A lawyer has a lot to offer in service for you. A lawyer can:

When the offer has been signed:

- Provide you with a detailed cost summary so you know how much money you need for closing.
- Explain option of title insurance.
- Advise you to obtain fire insurance.
- Discuss the survey with you - explain options and implications when it shows irregularities.

Throughout the period before closing:

- Advise you on issues which arise concerning title, financing, zoning, the move.
- Advise you on manner of taking title and ownership-related problems.
- Searches legal title, City, Region, and provincial records to ensure title clear and property free of legal problems.

Just before closing:

- Meet with you to review the purchase and mortgage documents to ensure your satisfaction with them, signing the documentation, and receive closing funds from you.
- Review all title and transfer issues, special agreements or restrictions on property.
- Answer last-minute questions.
- Discuss after-closing financial issues such as realty taxes, utilities, etc.

The day of closing:

- Receive money from mortgage company, confirm any differences in interest rates.
- Make sure that the home is properly transferred into your name free from liens or other legal claims and problems.
- Represent you in closing the deal, delivering monies, and receiving deed and other closing documentation.
- Have the keys available for you after closing.

After closing:

- Answer any questions you may have upon moving in.
- Report to you with a detailed summary of the financial and legal aspects of the purchase, and provide the registered deed and the mortgage.

Remember, this will likely be the largest purchase of your life, and it is worthwhile having a lawyer on your side who is experienced and is prepared to spend the time and effort that you deserve to protect your interests and advise you properly on your purchase; you get what you pay for!

SAMPLE OFFER



GENERAL USE: The Agreement of Purchase and Sale is the document that is used to state the Buyer's desire to purchase the property, and to negotiate the terms of the sale. It is commonly referred to as an "Offer". This document also allows the Buyer a chance to outline in detail all of the conditions they wish to be placed in their Offer to buy the Seller's property. Some common examples of a Buyer's conditions include arranging financing (a mortgage) for the property to be purchased, completing a home inspection, or ensuring that the sale of their current home is completed before purchasing a new one. After the Offer is prepared and signed by the Buyer, it is presented to the Seller for acceptance. The Seller, in turn, may want to make changes to the Offer for the Buyer to consider. This process can continue back and forth several times in an effort to reach an agreement.

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)

REAL PROPERTY:

Address.....

fronting on the side of.....

in the

and having a frontage of more or less by a depth of..... more or less

and legally described as

..... (the "property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$).....

..... Dollars

DEPOSIT: The Buyer includes a deposit in the Offer to give it authenticity and to show their sincerity to the Seller. The deposit is considered part of the purchase price and is ultimately adjusted as a credit to the Buyer on closing.

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.

INITIALS OF BUYER(S):

○

INITIALS OF SELLER(S):

○

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** *The following section states the deadline that a person making an Offer gives the other party to accept their Offer. If the Offer is not accepted by the stated time, then the Offer is over and no longer binding on any of the parties in the transaction.*

1. **IRREVOCABILITY:** This offer shall be irrevocable by until a.m./p.m. on
(Seller/Buyer)
the 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.

2. **COMPLETION DATE:** *This is the date that the transaction is scheduled to be completed and unless stated otherwise, somewhere else in the Agreement, the property is to be vacant. This date is not to be on the weekend or a statutory holiday.*

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

3. **NOTICES:** *In order to accomplish the terms of an agreement, various notices need to be given. This paragraph sets out the different options available in order to effect notice.*

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.:
(For delivery of Documents to Seller)

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

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** *The following section allows the Buyer to list all additional items separate from the property that they wish to be included in their purchase. Examples to be listed here include appliances such as 'Moffat white stove' or 'Hotpoint white refrigerator' perhaps with serial numbers. The Seller must agree with items included before signing the Offer. The guide to follow is "when in doubt spell it out". Clear descriptions of what is expected to remain in or on the property are recommended.*

4. **CHATELS INCLUDED:**.....
.....
.....
.....
.....
.....

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.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 



5. **FIXTURES EXCLUDED:** *The following section lists any fixtures that are attached to the property that the Buyer and the Seller have agreed will not be included in the deal, i.e. a chandelier in the dining room, a mirror attached to wall in the front hallway. The same rule applies here as for chattels included. Specific details of the items that the Seller wishes to remove on closing should be set out.*

5. **FIXTURES EXCLUDED:**.....
.....
.....
.....
.....

6. **RENTAL ITEMS:** *The following section deals with items that are not included in the purchase price because they are currently being rented. An example is a hot water tank that is being rented from a utility company. Other examples but by no means a complete list are alarm systems, furnaces, water softeners, air conditioners are but a few. Care should taken to ensure that all the rental items are detailed here.*

6. **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:
.....
.....

7. **HST:** *The following section states how HST is to be treated, if HST is to be paid.*

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 the Purchase Price. If the sale of the property is not subject to HST, (included in/in addition to) 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. **TITLE SEARCH:** *The following section provides the times for the Buyer's lawyer to do the necessary searches and checks on the property. These will likely include matters such as checking the title to ensure that the Buyer is going to obtain good title and that there are no outstanding work orders.*

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the..... day of....., 20....., (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use(.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** *The Buyer is being told the only use the Buyer can insist upon is the use set out in the Agreement. If the Agreement states that it is a single family home, there is no guarantee that in five years they can operate a business from the premises.*

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 



10. **TITLE:** *This paragraph provides that the Buyer is entitled to good title but must accept the title subject to any easements for the supply of telephone services, electricity, gas, sewers, water, television cable facilities and other related services. Further the Buyer has to accept the title subject to any restrictive covenants as long as they are complied with. Finally if there are any municipal agreements, zoning bylaws or utility or service contracts, the Buyer must assume them.*
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building 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 or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), 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 property.
11. **CLOSING ARRANGEMENTS:** *If the transaction is to be completed electronically, the following paragraph sets out how the closing is to proceed.*
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** *The following paragraph states that the Seller will give the Buyer any documents they have, while the Buyer cannot ask for documents that the Seller doesn't have. When there is a mortgage on the property in favour of a bank, trust company, insurance company, credit union or Caisse Populaire, in most instances a discharge is not available for registration on closing. This paragraph sets out the procedure for dealing with these matters. A mortgage other than those set out above must be paid out and discharged on closing.*
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage 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 discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee 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 mortgagee of the amount required to obtain the discharge out of the balance due on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



13. **INSPECTION:** *The following paragraph makes it known that the Buyer has had the opportunity to do a personal inspection of the property they are purchasing. The Buyer also acknowledges that, unless it is stated in the body of the offer, the Buyer declined the opportunity to have a professional home inspection completed on the property.*
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** *The following clause states that the Seller must take care of the property until closing and is responsible to maintain fire insurance policies, if any, on the property until closing. If there is a fire before closing, the Buyer has two choices: they can either not buy the property or they can have insurance money paid to them and take the property as it is.*
14. **INSURANCE:** All buildings on the property 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 Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** *The following paragraph states that the Agreement is subject to compliance with the Planning Act. This statute govern things like severance.*
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** *This spells out that the Buyer will take responsibility to pay for the preparation of their own mortgages and the Land Transfer Tax Affidavit. The Seller, meanwhile, is responsible for preparing a Deed to transfer at the Seller's expense.*
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** *The following paragraph deals with the issue of the Seller's residency in Canada. It ensures that the Seller is a resident of Canada, or if they are a non-resident, that they have paid any taxes owed payable under the non-residency provisions of the Income Tax Act.*
17. **RESIDENCY:** 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 or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** *The following section states that certain charges applicable to the property such as property taxes or utilities will be adjusted on the completion day. The Buyer will assume responsibility beginning on the day of the completion of the sale.*
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and 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.
19. **PROPERTY ASSESSMENT:** *The property may be re-evaluated on an annual basis. Buyer and Seller agree that change may take place and salespeople can not be held responsible for any changes.*
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



20. **TIME LIMITS:** *All deadlines must be met according to the dates and times stated in this Agreement.*
20. **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.
21. **TENDER:** *In order to demonstrate that a party is ready, willing and able to complete a transaction, a party must produce certain items. For the Buyer it is generally money, for the Seller it will include things like a Transfer/Deed and keys. This paragraph sets out how each party performs their side.*
21. **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.
22. **FAMILY LAW ACT:** *The following section states that no spouse has a claim to this property other than a spouse who consented to the contract in the signature area set aside for that purpose.*
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** *The Seller warrants that while living on the property they have not used insulation containing ureaformaldehyde. Further, the Seller is not aware of that kind of insulation ever having been used on the property.*
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building 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, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE :** *Any advice given by the Brokerage in regards to these conditions is not to be considered an expert opinion, if these factors impact the transaction or property valuation; seek the advice of an independent professional.*
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** *The following section notifies the Buyer that a personal or credit check may be obtained on the Buyer.*
25. **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.**
26. **AGREEMENT IN WRITING:** *If there is any conflict or discrepancy between the pre-set portion of the Form and any provision added, then the added provision will supersede the pre-set portion. The following paragraph also confirms that no other agreements have been made other than what is contained in this Agreement.*
26. **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.
27. **TIME AND DATE:** *Any time and date stated on this Agreement are based on the time where the property is located.*
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.
28. **SUCCESSORS AND ASSIGNS:** *In the event one of the parties to the Agreement dies, their heirs or executors are bound by the Agreement.*
28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Buyer) DATE (Seal)
(Witness) (Buyer) DATE (Seal)

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) DATE (Seal)
(Witness) (Seller) DATE (Seal)

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 with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) DATE (Seal)

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 a.m./p.m. this day of 20.....

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage..... Tel.No.(.....)
Co-op/Buyer Brokerage..... Tel.No.(.....)

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.

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.....

(Buyer) DATE.....

(Seller) DATE.....

(Buyer) DATE.....

Address for Service.....

Address for Service.....

Tel.No.(.....)

Tel.No.(.....)

Seller's Lawyer.....

Buyer's Lawyer.....

Address.....

Address.....

(.....) (.....) Tel.No. FAX No.

(.....) (.....) 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

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):



STANDARD TERMS & CONDITIONS

The following is a list of standard terms and conditions used in most Agreements of Purchase and Sale.

Financing/Mortgage Condition

Even if the buyer has been pre-approved for a mortgage, they often add a Mortgage condition to their Agreement of Purchase and Sale. The buyer's financing institution may do a separate appraisal on the property to ensure the value of the property (oddly enough this is often done after financing has been approved and this condition has been waived).

Building Inspection Condition

The home's vital systems are checked at a home inspection. A building inspection allows the buyer to purchase your home with confidence. This inspection will determine the condition of your home and any defects that may need to be corrected. Other tests and inspections that may be required include radon tests, well and septic inspections, and water potability, depending on location and type of residence.

CONDOMINIUM SPECIFIC CONDITION

Status Certificate Review Condition

All condominium offers must contain a clause allowing 14 days to obtain and have a lawyer review the condo Status Certificate. The Status Certificate will be requested by the buyer's lawyer. This document details the current financial information along with the rules and regulations of the condo corporation. This information is important for the buyer to obtain as a condo corporation with poor finances may be inclined to raise the monthly condo fee substantially to meet maintenance obligations. The following is a sample of the clause as it would appear in the offer to purchase.

Provided that forthwith upon acceptance of the Offer, the Buyer, at the Buyer's expense, will obtain a copy of the Condominium Declaration, By Laws and Status Certificate in force. The Buyer shall have 15 days from acceptance of this Offer in which to inspect the said Condominium Declaration, By Laws and Status Certificate and shall find them to his satisfaction, failing which, he shall so notify the Seller by notice in writing delivered to the Seller or to his Agent within the said 15 day period, and this Agreement shall thereby become null and void and the Buyer shall have his deposit monies returned to him in full without interest. This condition is included for the sole benefit of the Buyer and may be waived at Buyer's option by notice in writing to the Seller within the time period stated.

NOTE: Be aware that the Condominium Corporation has ten (10) days after the request to deliver the Condominium Corporation documentation noted above.

WHAT IS TITLE INSURANCE?

"Title" is a word lawyers use to describe the right of ownership to land. When you purchase a home, title is transferred to you, the new home owner.

What is Title Insurance

Title insurance is an insurance policy that protects you, the home owner, against challenges to the ownership of your home or from problems related to the title to your home. The policy provides coverage against losses due to title defects, even if the defects existed before you purchased your home. A title defect is a problem with the title which prevents free and clear ownership. There are many types of defects such as rights of way, encroachments (from neighbouring properties), unpaid liens, etc.

Title insurance policies protect you for as long as you own the property. It protects against a number of risks that a solicitor's opinion on title may not cover. These risks include:

- Fraud and forgery, including someone taking your title through fraud or forgery.
- Encroachments that would be disclosed by a new survey (for example, a neighbour's deck being partly on your land).
- Easements (the right acquired for access to or over another person's property for a specific purpose, such as for a driveway or public utilities. This is referred to as "servitude" in the Province of Quebec) over the property that would be disclosed by a new survey.
- Zoning non-compliance (i.e. where the property use does not meet the local municipal by-laws).
- Someone other than the home owner having interest (i.e. a previous owner of the property not being discharged from title).

Title insurance is generally purchased when you buy your home or when you refinance it, although it can be purchased any time after you buy your home. You will only make one premium payment when you first buy the insurance. A title insurer can tell you how to purchase the policy.

How Do I Know if I Need Title Insurance?

If you are purchasing or refinancing your home, you should discuss title insurance with your lawyer/notary to see if a title insurance policy is right for you. Your lawyer/notary can arrange the purchase of a home owner's policy.

Benefits of Title Insurance

Comprehensive Coverage

The policy can provide broader coverage than a solicitor/notary's opinion on title as well as post purchase fraud coverage

Peace of Mind

As the policy covers the items outlined above, you can rest easy knowing if there are defects affecting the title of your home that are covered by the title insurance policy, your title insurer will take steps to rectify the problem.

One Time Cost

The premium is usually due at the time of closing for purchases or refinances. Some insurers permit you to purchase title insurance at any time.

Confirmation of Co-operation and Representation

GENERAL USE: This Form is used to indicate to all parties involved the specific types of relationships that exist in their particular real estate transaction. This document is used in part to reassure all parties that they will be treated fairly in the transaction. The Form is used to set up an arrangement between companies and is acknowledged by the parties.

BUYER:.....

SELLER:.....

For the transaction on the property known as:.....

For the purposes of this Confirmation of Co-operation and Representation, "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The Real Estate and Business Brokers Act that governs practitioners requires them to declare in writing to all Buyers and Sellers that they are insured.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.

1. LISTING BROKERAGE

a) The following option indicates that the Seller is being represented by a Salesperson from the Listing Company and the Buyer is a Customer.

- a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) The Listing Brokerage is providing Customer Service to the Buyer.

b) The following option is for Multiple Representation and states that the Listing Company represents both the Seller and the Buyer in the transaction and needs their consent. It also states that any conversations between the company representatives and the Buyers or Sellers regarding money or their motivation for buying or selling will be kept confidential if the parties so wish.

- b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

.....

2. The following option is used only when a Buyer requests a Salesperson from the real estate company to represent them in the process of purchasing a property that is not listed for sale.

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

- The Brokerage represents the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid
- by the Seller in accordance with a Seller Customer Service Agreement
- or: by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

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INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

			
LISTING BROKERAGE	CO-OPERATING/BUYER BROKERAGE	SELLER	BUYER

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) This option indicates that the Buyer is being represented by the Co-operating company.*
- a) The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) This option indicates that the Buyer is not being represented by the Co-operating company.*
- b) The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) This option indicates that the Buyer is neither a client nor a customer.*
- c) The Co-operating Brokerage is not representing or providing Customer Service to the Buyer in this transaction.

CO-OPERATING BROKERAGE- COMMISSION:

- a) This option indicates that the Listing company will pay the Buyer's company a commission as stated on the MLS® System.*
- a) The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)
- a) This option allows the Co-operating company to indicate that the Seller is paying the commission as outlined on Form 202 or any other commission arrangements.*
- b) The Co-operating Brokerage will be paid as follows:

.....

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.....

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

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Commission will be payable as described above, plus applicable taxes.



COMMISSION TRUST AGREEMENT: The following area is for the Salespeople to use, regarding which trust accounts the commissions for the transaction will be paid from.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

..... (Name of Listing Brokerage) (Name of Co-operating/Buyer Brokerage)
.....
Tel: Fax:	Tel: Fax:
..... Date: Date:
(Authorized to bind the Listing Brokerage)	(Authorized to bind the Co-operating/Buyer Brokerage)
.....
(Print Name of Broker/Salesperson Representative of the Brokerage)	(Print Name of Broker/Salesperson Representative of the Brokerage)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Seller/Buyer consent with their initials to their Brokerage representing more than one client for this transaction.



SELLER'S INITIALS



BUYER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

..... Date: Date:
(Signature of Seller)	(Signature of Buyer)
..... Date: Date:
(Signature of Seller)	(Signature of Buyer)



1 Week Before You Move:

- Ensure arrangements have been made to disconnect and service your major appliances that are being moved.
- Pick up laundry at dry cleaners and return borrowed items such as library books.
- Pack your own suitcase for clothes for the move.
- Pay outstanding bills. Be sure to indicate your new address on payment receipts.

1 to 2 Days Before You Move:

- If you are using movers, they'll arrive to start the packing process.
- Empty and defrost your refrigerator and freezer, clean them with a disinfectant and let them air out. Use baking soda or charcoal inside to keep them fresh.
- If your house will be sitting vacant, notify police and neighbours.
- Leave your forwarding address and phone number for your home's new occupants.
- Empty your safety deposit box.

Moving Day:

- Remove linens from the beds and pack in an "open first" box.
- Give the home a final cleaning or arrange in advance for someone to perform the service the day after moving out.
- Review all details and paperwork with movers when they arrive. Accompany the van operator to take inventory. Verify delivery plans.
- Check to make sure the utilities have been connected and follow-up on any delays.
- Confine your pets to an out-of-the-way room to help keep them from getting in the way or becoming agitated by the activity.
- One person should check off inventory sheets as items are unloaded, while a second person directs movers as to where to place items.
- Once all items are unloaded, unpack only what you need for the first day or two. Then sit down and soak up your new environment. Give yourself at least two weeks to unpack and organize your belongings.

Utility Transfer

Now that you have bought you can begin transferring or commencing home services.

Make arrangements for transferring home utilities such as the following. Advise them of your desired date of shut-off and give change of address for final billing. Request deposit returns if appropriate, and arrange for immediate service to your new address.

Hydro	Festival Hydro	519-271-4700	www.festivalhydro.com
Water	Town of St.Marys	519-284-2340	http://www.townofstmarys.com
Gas Company	Union Gas	1-877-969-0999	www.uniongas.com
Telephone Company	Bell Telephone	519-310- 2355	www.bell.ca
Cable	Rogers Communications	1-888-764-3772	www.rogers.com

Hot Water Heater Rental Reliance Home Comfort 1-866-735-4262 www.reliancehomecomfort.com

Glossary of Terms

AMORTIZATION PERIOD: The actual number of years it will take to pay back your mortgage loan.

APPRAISED VALUE: An estimate of the value of the property. Conducted for the purpose of mortgage lending by a certified appraiser. This appraisal is not to be confused with a building inspection.

ASSUMABILITY: Allows the Buyer to take over the Seller's mortgage on the property.

CLOSED MORTGAGE: A mortgage that locks you into a specific payment schedule. A penalty usually applies if you repay the loan in full before the end of a closed term.

CONDOMINIUM: The owner has title to a single unit, as well as a share in the common elements such as elevators or surrounding land.

CONDOMINIUM FEE: A common payment among owners which is allocated to pay expenses.

CONVENTIONAL MORTGAGE: A mortgage loan issued for up to 75% of the property's appraised value or purchase price, whichever is less.

DOWN PAYMENT: The Buyer's cash payment toward the property. The difference between the purchase price and the amount of the mortgage loan.

EQUITY: The difference between the home's selling value and the debts against it.

HIGH RATIO MORTGAGE: A mortgage that exceeds 75% of the home's appraised value. These mortgages must be insured for payment.

INTEREST RATE: The value charged by the lender for the use of the lender's money. Expressed as a percentage.

LAND TRANSFER TAX, DEED TAX OR PROPERTY PURCHASE TAX: A fee paid to the municipal and/or provincial government for the transferring of property from Seller to Buyer.

MATURITY DATE: The end of the term, at which time you can pay off the mortgage or renew it.

MORTGAGEE: The person or financial institution that lends the money.

MORTGAGOR: The borrower.

MORTGAGE INSURANCE: Applies to high ratio mortgages. It protects the lender against loss if the borrower is unable to repay the mortgage.

MORTGAGE LIFE INSURANCE: Pays off the mortgage if the borrower dies.

OPEN MORTGAGE: Allows partial or full payment of the principal at any time, without penalty.

PORTABILITY: A mortgage option that enables a borrower to take their current mortgage with them to another property, without penalty.

PRE-APPROVED MORTGAGE: Qualifies you for a mortgage before you start shopping. You know exactly how much you can spend and are free to make a "firm" offer when you find the right home.

PREPAYMENT PRIVILEGES: Voluntary payments in addition to regular mortgage payments.

PRINCIPAL: The amount borrowed or still owing on a mortgage loan. Interest is paid on the principal amount.

REFINANCING: Paying off the existing mortgage and arranging a new one or re-negotiating the terms and conditions of a existing mortgage.

RENEWAL: Re-negotiation of a mortgage loan at the end of a term for a new term.

SECOND MORTGAGE: Additional financing. Usually has a shorter term and higher interest rate than the first mortgage.

TERM: The length of time the interest rate is fixed. It also indicates when the principal balance becomes due and payable to the lender.

TITLE: Legal ownership in a property.

VARIABLE-RATE MORTGAGE: A mortgage with fixed payments, that fluctuates with interest rates. The changing interest rate determines how much of the payment goes towards the principal.

VENDOR TAKE-BACK MORTGAGE: When the Seller provides some or all of the mortgage financing in order to sell their property.



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