

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 property known as

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

The parties to this Agreement of Purchase & Sale/Agreement to Lease hereby acknowledge and agree that the Deposit Holder, Master's Trust Realty Inc., Brokerage, shall place the deposit in its Royal Bank interest bearing real estate trust account which earns interest at an annual rate varying from 0.75% to 0.95% less 0.55 %. The interest earned on all deposits is subject to an administrative fee of \$200.00 plus HST per deposit, and each of any further deposits. In the event the interest earned does not exceed \$200.00 such interest shall be retained by the Deposit Holder as full payment of the administrative fee and no accounting statement will be provided. Where the deposit is from a private individual (not a corporation), no interest will be paid to individual unless the Social Insurance Number (SIN) and mailing address are provided in writing prior to completion of this transaction for the purpose of issuing a T-5 Form as required. Should the SIN not be provided as stated above, such interest earned shall be forfeited to the Deposit Holder.

Notwithstanding the terms of this Agreement contained herein, both parties acknowledge that the deposit shall be in bank draft or certified cheque. The Buyer further acknowledges that cash or uncertified cheque will NOT be accepted by the Listing Brokerage under any circumstances.

Both parties acknowledge and agree that all measurements and information provided by the Listing Brokerage on the MLS listings, feature sheets, and any other marketing materials for the subject property have been supplied for reference purposes only and the Listing Brokerage does not warrant their accuracy. The buyer is advised to verify any measurements or information upon which he or she is relying.

Both parties acknowledge that the representatives of Listing and Co-operating Brokerages in this transaction have recommended that they obtain advice from their legal advisor, banker, accountant and home inspector prior to signing this Agreement. The Parties further acknowledge that no information provided by either Brokerage's representatives is to be construed as being expert legal, financial, tax, building or environmental advice.

In accordance with the Federal Privacy Act (PIPEDA), both parties consent to the publication of information pertaining to the sale of this property upon acceptance of this Agreement. The Listing Brokerage is allowed to distribute information pertaining to this property, including address and sold price, to other Realtors and the Public in the promotion of their business. Such promotions, however, shall not include or mention the names of the Seller or Buyer.

Both parties acknowledge that the types of representation as defined in the Real Estate and Business Brokers Act 2002 were explained and the Confirmation of Cooperation and Representation was completed and signed prior to the execution of this Agreement.

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

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

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

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 



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