

# AGREEMENT TO PURCHASE

Between Vendor(s) \_\_\_\_\_ (name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (phone number)

and Purchaser(s) \_\_\_\_\_ (name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (phone number)

1. **PROPERTY:** The Purchaser(s) agree to purchase the following property described below from the Vendor(s), and the Vendor(s) agree to sell the same to the Purchaser(s):

- (a) The building(s) and lot located at the legal address \_\_\_\_\_  
**(legal address)** at \_\_\_\_\_ **(lake)**, \_\_\_\_\_  
**(province)**, having a civic address of \_\_\_\_\_  
**(civic address)**, subject to the reservations and exceptions appearing in the existing Certificate of Title, free and clear of all encumbrances except such encumbrances as are expressly agreed to in this Agreement, specifically: \_\_\_\_\_  
**(encumbrances permitted to remain on title);**
- (b) The following moveable property, chattels, and furniture **(list moveable property included):**

\_\_\_\_\_  
\_\_\_\_\_  
PROVIDED, that notwithstanding the foregoing, the Vendor(s) shall be entitled to remove:

- \_\_\_\_\_; and,
- (c) all existing blinds, awnings, screen doors, windows, attached floor coverings, drapery tracks, curtain rods and brackets, electrical, plumbing and heating fixtures and attachments, and furnace.

Hereinafter collectively referred to as "the Property", upon and subject to the following terms and conditions:

2. **PURCHASE PRICE:** The Purchase Price in consideration of the promises and covenants contained herein shall be the sum of \$ \_\_\_\_\_, plus any applicable taxes, and shall be paid as follows:

- (a) Deposit of \$ \_\_\_\_\_. The Deposit will be paid to the Vendor(s) or their solicitor, and will be credited against the Purchase Price on closing;
- (b) Mortgage of \$ \_\_\_\_\_;
- (c) Purchaser(s) assumption of Vendor(s)' mortgage in the amount of \$ \_\_\_\_\_; and,
- (d) The balance to close of \$ \_\_\_\_\_, subject to adjustments, will be paid upon the Possession Date of \_\_\_\_\_, 20\_\_\_\_\_.

3. **INTEREST:** The Purchaser(s) agree to pay to the Vendor(s) interest of \_\_\_\_\_% per year from the time of the Possession Date, on any portion of the Purchase Price, less mortgages or other encumbrances assumed, not received by the Vendor(s) or their solicitor as at the Possession Date, to be calculated from the Possession Date or receipt by Purchaser(s)' solicitor of a registerable transfer of title, whichever last occurs, until the money is paid to the Vendor(s) solicitor. A registerable transfer of title means a transfer that will provide the Purchaser(s) with title, clear of all encumbrances, except as herein expressly provided above.

4. **GST: (check applicable boxes)**

- The property is a used residence, and as such GST is not applicable on this transaction.
- The property is not a used residence, and as such GST is applicable on this transaction.

5. **ALLOCATION OF PURCHASE PRICE:** The Purchase Price shall be allocated as follows:

- |                                    |                 |
|------------------------------------|-----------------|
| (a) The buildings and/ or land     | \$ _____        |
| (b) Moveable chattels and property | \$ _____        |
| <b>Total</b>                       | <b>\$ _____</b> |

6. **CONDITIONS:** This Agreement is subject to the following conditions: **(check applicable boxes)**

- The Vendor(s) completing the Property Condition Disclosure Statement attached hereto and delivering a copy of it to the Purchaser(s) at the time of acceptance of this Agreement, and the Purchaser(s) advising the Vendor(s) that they are satisfied with the same within 5 days of the receipt of the same;
- The Purchaser(s) obtaining a Building Inspection Report for the Property at the Purchaser(s)' expense, which Report is satisfactory to the Purchaser(s) on or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and,
- \_\_\_\_\_ **(condition)** by the \_\_\_\_ day of 20\_\_\_\_;
- \_\_\_\_\_ **(condition)** by the \_\_\_\_ day of 20\_\_\_\_;

7. **ENCUMBRANCES:** The Vendor(s) shall pay all costs of discharging any existing mortgage or other encumbrances against the property which are not specifically assumed above by the Purchaser(s). The Purchaser(s) agree to accept title subject to all utility easements.

8. **POSSESSION:** This sale shall be completed and closed on or before noon on or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Possession Date"). As of that time, the Purchaser(s) shall be entitled to vacant possession subject to the payment of the Purchase Price or an acceptable guarantee of the same.

9. **ADJUSTMENTS:** Adjustments for taxes, rents, insurance, utilities and other income and outgoing, shall be made as of Possession Date. Any income or expenses of the property on the Possession Date shall be for the account of the Purchaser(s). Local improvement taxes shall be assumed by the Purchaser(s) without any deduction in price, except the current year's levy shall be adjusted.

10. **PROPERTY IS SOLD "AS IS".** The Property is sold "as is", and the Vendor(s) make no representations or warranties in regard to the same.

11. **COVENANTS OF VENDOR(S):** The Vendor(s) make the following promises, undertakings or guarantees:

- (a) The Vendor(s) warrant that the Property is free from encumbrances except as stated above;
- (b) The Vendor(s) shall provide the property to the Purchaser(s) on closing in substantially the same condition as it is at the date this Agreement is signed by the Vendor(s); Reasonable wear from occupancy and use by the Vendor(s) until closing is excepted;
- (c) The Vendor(s) shall remove their moveable property that is not included in the sale and all garbage from the Property;
- (d) That they are now rightfully and absolutely possessed of and entitled to the chattels sold herein and that they have the right to assign the chattels to the Purchaser(s) in accordance with this agreement;
- (e) That the Purchaser(s) shall and may from time to time and at all times from Possession Date on, peaceably and quietly have, hold, possess and enjoy the chattels, and every part thereof, to and for their own use and benefit without any manner of claim or demand whatsoever, of, from or by the Vendor(s), or any other person whomsoever;
- (f) That all information provided to the date of this agreement and to closing date is true and accurate in all material respects; and,
- (g) That the Vendor(s), or whomever they are acting as agent for, are resident of Canada within the meaning of and for the purposes of *The Income Tax Act (Canada)*.

12. **LEGAL COSTS:** The Vendor(s) and Purchaser(s) agree to promptly sign any documents required to complete this transaction. The Vendor(s) shall at his cost discharge all encumbrances not assumed by the Purchaser(s). The costs related to any mortgage or other financing of the Purchase Price shall be paid by the Purchaser(s). The preparation of the Transfer and registration of the same shall be **(check applicable box)**:  
 split between the parties; or  
 paid by the Purchaser(s)
13. **DEPOSIT:** If the abovementioned conditions are not met, the entire Deposit and any other money paid, without interest, shall forthwith be returned to the Purchaser(s). If the abovementioned conditions are met and the Purchaser(s) fail to complete the sale, this agreement shall be void at the Vendor(s) option and the said Deposit shall be forfeited to the Vendor(s).
14. **INSURANCE:** Until closing of the sale, all assets shall remain at the risk of the Vendor(s), and the Vendor(s) shall maintain such policies of insurance as are appropriate to the assets.
15. **BINDING AGREEMENT, MISCELLANEOUS:**
- (a) This agreement shall constitute a binding contract of purchase and sale and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns;
  - (b) The terms of this agreement may be amended from time to time, together with any schedules or disclosure statement, if signed by all parties, and shall survive the closing of this sale;
  - (c) This agreement shall be interpreted in accordance with the laws of the Province of Saskatchewan;
  - (d) The Parties hereto agree that the covenants, representations, conditions and warranties given by each of them in this agreement shall survive the execution and closing of this agreement and shall continue in full force and effect for the benefit of the Parties hereto. The parties agree that there are no representations or warranties outside of those specifically listed in this contract;
  - (e) This agreement supersedes any previous oral or written agreements, and the express agreements contained herein are and shall be the only agreements upon which any rights and obligations of the Parties are to be founded. The Purchaser(s) acknowledges that they do not rely on any previous oral or implied representations, inducements or understandings of any nature or of any kind;
  - (f) This agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. Facsimile delivery of the execution pages is deemed sufficient delivery; and
  - (g) The Parties hereto agree to sign all such documents and do all such things as may be necessary and desirable to more perfectly carry out the terms and intents of the Agreement.

Signed & Sealed by the Purchaser(s) on the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Purchaser

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Purchaser

Signed & Sealed by the Vendor(s) on the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Vendor

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Vendor

# Property Condition Disclosure Statement

Civic Address: \_\_\_\_\_

**General: Answer each question with "Yes", "No" or "Don't Know", as applicable:**

Are the buildings connected to public sewer system	Yes	No	Don't Know
Are the buildings connected to public water system	Yes	No	Don't Know
Are the buildings connected to a private or a community water system	Yes	No	Don't Know
Is the present use a non-conforming use	Yes	No	Don't Know
Does the property contain unauthorized accommodation	Yes	No	Don't Know
Are the exterior walls including the basement insulated	Yes	No	Some x
Is the ceiling insulated	Yes	No	Don't Know
Do the structures contain asbestos insulation	Yes	No	Don't Know
Do the structures contain urea formaldehyde insulation	Yes	No	Don't Know
Are the buildings are situated totally within the boundaries of the property and do not encroach onto any other lands adjacent to the property	Yes	No	N/A
Have you received any notice or claim affecting the property from any person or public body	Yes	No	Don't Know
Are all statements in any property information sheets used by the Vendor or their agents true and accurate to the best of the knowledge and belief of the vendors	Yes	No	

**Structural: Answer each question with "Yes", "No" or "N/A" as applicable**

Are you aware of any additions or alterations made without a permit	Yes	No	N/A
Are you aware of any structural defects with the buildings	Yes	No	N/A
Are you aware of any problems with the heating system	Yes	No	N/A
Are you aware of any problems with the central air conditioning system	Yes	No	N/A
Are you aware of any moisture, dampness, flooding, sewage backup, leaking or other water problems or damage in the basement, crawl space, walls, attic, roof or elsewhere with the buildings or land?	Yes	No	N/A
Are you aware of any damage due to wind, fire, water, insects, rodents or pests	Yes	No	N/A
Are you aware of any problems with the electrical system	Yes	No	N/A
Are you aware of any problems with the plumbing system	Yes	No	N/A
The buildings and the property and their use comply with the zoning, building, fire safety and property maintenance by-laws and the fire and building codes of or adopted by the municipality in which the property is situated.	Yes	No	N/A

Are you aware of any problems with built-in appliances or attached fixtures. (ie: garage door opener, central vac, dishwasher, water softener, etc.)	Yes	No	N/A
Are you aware of any encroachments or unregistered rights or way	Yes	No	N/A
Is the Property subject to any unpaid local improvement taxes or levies?	Yes	No	N/A
Are you aware of any problems re: quantity or quality of well water (Gal/min if known)	Yes	No	N/A
Are you aware of any problems with the septic or sewer system	Yes	No	N/A
Are you aware or suspicions of any possible environmental contamination of the property including but not limited to petroleum spills or migration onto the property, hazardous wastes stored or buried on the property or any other contamination?	Yes	No	

**The Vendor(s) state that the above information is true, based on the Vendor(s)' current actual knowledge as of this date. Any important changes made to this information made known to the Vendor(s) will be disclosed to the Purchaser(s) before closing. This statement may not be relied upon by anyone other than the Purchaser(s).**

\_\_\_\_\_  
Vendor's signature

\_\_\_\_\_  
Date: \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Vendor's signature

\_\_\_\_\_  
Date: \_\_\_\_\_ 20\_\_

**ACCEPTED BY THE PURCHASER(S). (PURCHASER(S) SHOULD NOT SIGN UNTIL REVIEWED AND SATISFIED WITH IT AFTER VENDOR(S) COMPLETE & SIGN FIRST.) IF THE PURCHASER(S) DO NOT AGREE TO BUY THE PROPERTY AFTER SEEING THIS DISCLOSURE, DO NOT SIGN THE FORM. The Purchaser(s) should understand this statement may not provide a remedy for many problems they may discover with the Property. It is not an exhaustive list of concerns. Some statements only say what the Vendor(s) knows rather than being a guarantee there are no problems. The Purchaser(s) should have the Property inspected by qualified professionals.**

\_\_\_\_\_  
Purchasers' signature

\_\_\_\_\_  
Date: \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Purchasers' signature

\_\_\_\_\_  
Date: \_\_\_\_\_ 20\_\_