

This is NOT the Ontario Real Estate Association standard form. If you prefer to use that form, contact the OREA directly. This contract is intended for transactions where neither party is using a realtor.

## AGREEMENT OF PURCHASE AND SALE (Ontario)

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### BETWEEN:

#### 1. Parties:

PURCHASER: \_\_\_\_\_ [insert name(s) of purchaser(s) exactly as you want them to appear on title to the property]  
\_\_\_\_\_ [full address of purchaser]

VENDOR: \_\_\_\_\_ [insert name(s) of vendor(s) exactly as they appear on title to the property]  
\_\_\_\_\_ [full address of vendor]

#### 2. Description of Property:

The above named PURCHASER agrees to purchase from Vendor, the real property ( "Property") located at \_\_\_\_\_ [give full street address of property], City of \_\_\_\_\_, Province of Ontario, \_\_\_\_\_ [postal code], and legally described as:

[give full legal description of property]

Frontage:

Dimensions:

#### 3. Purchase Price (all figures in CAN\$):

|                      |          |                 |
|----------------------|----------|-----------------|
| Total Purchase Price |          | \$###.##        |
| Less Deposit         | \$###.## |                 |
| <b>BALANCE:</b>      |          | <b>\$###.##</b> |

The above Deposit is tendered by Purchaser with this offer, in the form of \_\_\_\_\_ [cash / negotiable cheque / certified funds], payable to \_\_\_\_\_ [insert name of party who will hold funds in trust, e.g. purchaser's lawyer, vendor's lawyer], to be held in trust pending the completion of the transaction or other termination of this Agreement and to be credited toward the Purchase Price at the completion. Purchaser agrees to pay the balance as follows:

[Set out how the balance will be paid, whether lump sum or in payments, and whether by cash or by way of new mortgage proceeds, etc.]

#### 4. Title

Vendor shall provide Purchaser title to the Property free and clear of all encumbrances except for subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown; registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities which do not materially affect the use of the Property, existing tenancies set out below, if any, and any other exceptions set out herein. If the discharge of any financial encumbrance which is not being assumed by the Purchaser is not available on completion, the Vendor shall provide an undertaking to pay out and discharge such financial encumbrance from the title within a reasonable period of time after completion.

In such event, however, the Purchaser shall pay the Purchase Price to the Vendor's solicitor in trust, on undertakings to pay and discharge such financial encumbrance, and the balance (if any) shall be paid to the Vendor.

**5. Structures, Improvements, Chattels and Fixtures**

The sale of the Property shall include any and all buildings, structures and improvements now situate thereon, and all chattels and fixtures belonging to Vendor and used in connection therewith, including (if any):

wall-to-wall carpeting, drapery rods, window coverings, storm windows and doors, window screens, screen doors, shutters, awnings, furnaces, boilers, heaters, heating equipment, air conditioning equipment (if built in), water softeners, automatic garage door openers, plumbing, bathroom fixtures, garbage disposal units, stove, range, refrigerator, dishwasher, washing machine, dryer, electrical fixtures, lighting fixtures, fireplaces, hearths and mantels, central vacuum units and attachments, gates, fencing, trees, shrubs, plants, landscaping, satellite dish.

**THIS IS A 7-PAGE FORM.**