

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE

RESIDENTIAL

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.

Notwithstanding the foregoing, under Section 42 of the *Property Law Act* a purchaser of “residential real property” (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt may rescind (cancel) the Contract of Purchase and Sale by serving written notice to the seller within the prescribed period after the date that the acceptance of the offer is signed. If the buyer exercises their right of rescission within the prescribed time and in the prescribed manner, this Contract of Purchase and Sale will be of no further force and effect, except for provisions relating to payment of the deposits, if any.

2. **DEPOSIT(S):** In the *Real Estate Services Act*, under Section 28 it requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction, and not on behalf of one of the parties. If a party does not remove one or more conditions, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the authorization to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.

Notwithstanding the foregoing, if the buyer exercises their rescission rights under Section 42 of the *Property Law Act* and a deposit has been paid to the seller, the seller’s brokerage, or anyone else, the prescribed amount that the buyer is required to pay in connection with the exercise of their rescission right will be paid to the seller from the deposit and the balance, if any, will be paid to the buyer without any further direction or agreement of the parties.

3. **COMPLETION:** (Section 4) Unless the parties are prepared to meet at the Land Title Office and exchange title documents for the purchase price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:

- (a) The buyer pays the purchase price or down payment in trust to the buyer’s lawyer or notary (who should advise the buyer of the exact amount required) several days before the completion date, and the buyer signs the documents.
- (b) The buyer’s lawyer or notary prepares the documents and forwards them for signature to the seller’s lawyer or notary, who returns the documents to the buyer’s lawyer or notary.
- (c) The buyer’s lawyer or notary then attends to the deposit of the signed title documents (and any mortgages) at the appropriate Land Title Office.
- (d) The buyer’s lawyer or notary releases the sale proceeds at the buyer’s lawyer’s or notary’s office.

Since the seller is entitled to the seller’s proceeds on the completion date, and since the sequence described above takes a day or more, it is strongly recommended that the buyer deposit the money and the signed documents at least two days before the completion date, or at the request of the conveyancer, and that the seller delivers the signed transfer documents no later than the morning of the day before the completion date.

While it is possible to have a Saturday or Sunday completion date using the Land Title Office’s electronic filing system, parties are strongly encouraged not to schedule a Saturday or Sunday completion date as it will restrict their access to lawyers or notaries who operate on Saturdays or Sundays; lenders will generally not fund new mortgages on Saturdays or Sundays; lenders with existing mortgages may not accept payouts on Saturdays or Sundays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) The buyer should make arrangements through the REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has received the sale proceeds. Where residential tenants are involved, buyers and sellers should consult the *Residential Tenancy Act*.

5. **TITLE:** (Section 9) It is up to the buyer to satisfy themselves with matters of zoning, building, or use restrictions, toxic or environmental hazards, encroachments on or by the property, and any encumbrances which are staying on title before becoming legally bound. It is up to the seller to specify in the contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If the buyer is taking out a mortgage, they should make sure that title, zoning, and building restrictions are all acceptable to their mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If the seller is allowing the buyer to assume their mortgage, they may still be responsible for payment of the mortgage, unless arrangements are made with their mortgage company.

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE **RESIDENTIAL** (continued)

6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances, there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

Lawyer or notary fees and expenses:
- attending to execution documents.
Costs of clearing title, including:
- investigating title,
- discharge fees charged by
encumbrance holders, and
- prepayment penalties.
Real Estate Commission (plus GST).

Costs to be Borne by the Buyer

Lawyer or notary fees and expenses:
- searching title, and
- drafting documents.
Costs of Mortgage, including:
- mortgage company's lawyer /
notary,
- appraisal (if applicable), and
- Land Title Registration fees.

Survey Certificate (if required).
Fire Insurance Premium.
Sales Tax (if applicable).
Property Transfer Tax.
Goods and Services Tax (if applicable).

In addition to the above costs, there may be financial adjustments between the seller and buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the property or the transaction contemplated hereby (e.g., Empty Home Tax and Speculation Tax).

Goods and Services Tax (GST)

The Contract of Purchase and Sale provides that, unless the buyer and seller agree otherwise in writing, the purchase price set out in Section 1 includes applicable GST. Whether or not GST applies to the purchase and sale of the property will depend on a number of different factors. Buyers and sellers are advised to make inquiries and seek professional advice as to whether GST is applicable to their transaction before entering into the Contract of Purchase and Sale.

If GST is applicable, the buyer will pay such GST to the seller on the completion date by paying the full amount of the purchase price, and the seller will remit to the Canada Revenue Agency from such payment the applicable GST; unless pursuant to the *Excise Tax Act*, the buyer is required to self-assess the GST payable.

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A, and 11B of this contract will, in most cases, be prepared by the buyer's lawyer or notary and provided to the seller's lawyer or notary for review and approval. Once settled, the lawyers / notaries will arrange for execution by the parties and delivery on or prior to the completion date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers / notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this contract.
8. **RISK:** (Section 16) The buyer should arrange for insurance to be effective as of 12:01 am on the completion date.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, and / or other special circumstances (including the acquisition of land situated on a First Nations reserve), additional provisions not contained in this form may be needed, and professional advice should be obtained. In some instances, a Contract of Purchase and Sale specifically related to these circumstances may be available. Please check with your REALTOR® or legal professional for more information. A Property Disclosure Statement completed by the seller may be available.
10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her immediate family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. Among the obligations included in Section 53 of the Real Estate Services Rules: If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
11. **RESIDENCY:** When completing their residency and citizenship status, the buyer and seller should confirm their residency and citizenship status and the tax implications thereof with their lawyer and their accountant.
12. **AGENCY DISCLOSURE:** (Section 21) All designated agents with whom the seller or buyer has an agency relationship should be listed. If additional space is required, list the additional designated agents on a Contract of Purchase and Sale Addendum / Amendment.

CONTRACT OF PURCHASE AND SALE

BROKERAGE: _____ DATE: _____

ADDRESS: _____ PHONE: _____

PREPARED BY: _____ MLS® NO: _____

BUYER: _____ SELLER: _____

BUYER: _____ SELLER: _____

BUYER: _____ SELLER: _____

ADDRESS: _____ ADDRESS: _____

_____ PC: _____ _____ PC: _____

This may not be the seller's address for the purpose of giving notice to exercise the Rescission Right. See address in Section 27.

PROPERTY:

UNIT NO. _____ ADDRESS OF PROPERTY _____

CITY/TOWN/MUNICIPALITY _____ POSTAL CODE _____

PID _____ OTHER PID(S) _____

LEGAL DESCRIPTION

The buyer agrees to purchase the property from the seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the property will be \$ _____

_____ DOLLARS (the "Purchase Price"). Unless the buyer and seller agree otherwise in writing, the Purchase Price includes Goods and Services Tax (the "GST"), if applicable, and the seller will separately disclose all applicable GST on or before the completion date on the seller's statements of adjustments. If the property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right (as defined below) and the buyer exercises the Rescission Right, the amount payable by the buyer to the seller will be \$ _____

_____ (the "Rescission Amount"). The foregoing Rescission Amount is set out herein for notice purposes only, and, to the extent there is an inconsistency between the foregoing sentence and the *Home Buyer Rescission Period Regulation*, the latter will govern and prevail. The parties acknowledge and agree that if the buyer exercises the Rescission Right, the buyer will pay (or cause to be paid) the Rescission Amount to the seller promptly and in any event within 14 days after the buyer exercises the Rescission Right.

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BUYER'S INITIALS

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2. **DEPOSIT:** A deposit of \$_____ which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:

All monies paid pursuant to this Section (the "Deposit") will be paid in accordance with Section 10 or by uncertified cheque, except as otherwise set out in this Section 2, and will be delivered in trust to _____ and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the buyer fails to pay the Deposit as required by this contract, the seller may, at the seller's option, terminate this contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the buyer's or seller's conveyancer (the "Conveyancer") without further written direction of the buyer or seller, provided that:

- A. the Conveyancer is a lawyer or notary;
- B. such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and
- C. if the sale does not complete, the money should be returned to such party as stakeholder or paid into court.

The parties acknowledge and agree that if the buyer exercises the Rescission Right within the prescribed period and in the prescribed manner, and the Deposit has been paid by the buyer, the prescribed amount that the buyer is required to pay in connection with the exercise of the Rescission Right will be paid to the seller from the Deposit and the Deposit, if any, will be paid to the buyer, all without any further direction or agreement of the parties. If the Deposit is less than the prescribed amount required to be paid by the buyer, the buyer must promptly pay the shortfall to the seller in accordance with the *Home Buyer Rescission Period Regulation* and this Contract of Purchase and Sale.

3. **TERMS AND CONDITIONS:** The purchase and sale of the property includes the following terms and is subject to the following conditions:

Each condition, if so indicated, is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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4. **COMPLETION:** The sale will be completed on _____, yr. _____ (the "Completion Date") at the appropriate Land Title Office.
5. **POSSESSION:** The buyer will have vacant possession of the property at _____ o'clock ____m on _____, yr. _____ (the "Possession Date") or, subject to the following existing tenancies, if any:
6. **ADJUSTMENTS:** The buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities, and other charges from and including the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of _____, yr. _____ (the "Adjustment Date").
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures, and all appurtenances and attachments thereto as viewed by the buyer at the date of inspection, INCLUDING:

BUT EXCLUDING:

8. **VIEWED:** The property and all included items will be in substantially the same condition on the Possession Date as when viewed by the buyer on _____, yr. _____.
9. **TITLE:** Free and clear of all encumbrances except 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, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the buyer to the seller will be by certified cheque, bank draft, wire transfer, or lawyer's / notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4:00 pm on the completion date.
- 11A. **SELLER'S PARTICULARS AND RESIDENCY:** The seller shall deliver to the buyer on or before the Completion Date a statutory declaration of the seller containing:
- particulars regarding the seller that are required to be included in the buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this contract (and the seller hereby consents to the buyer inserting such particulars on such return);
 - a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and
 - if the seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the

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Completion Date the seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the buyer shall be entitled to hold back from the Purchase Price the amount provided for under Section 116 of the *Income Tax Act*.

- 11B. **GST CERTIFICATE:** If the transaction contemplated by this contract is exempt from the payment of GST, the seller shall execute and deliver to the buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect, and remit GST in respect of the transaction. If the transaction contemplated by this contract is not exempt from the payment of GST, the seller and buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
12. **TIME:** Time will be of the essence hereof, and unless the balance of the payment is paid and such formal agreements to pay the balance as may be necessary are entered into on or before the Completion Date, the seller may, at the seller's option, terminate this contract, and in such event, the amount paid by the buyer will be non-refundable and absolutely forfeited to the seller, subject to the provisions under the *Real Estate Services Act*, on account of damages, without prejudice to the seller's other remedies.
13. **BUYER FINANCING:** If the buyer is relying upon a new mortgage to finance the Purchase Price, the buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the buyer has:
- A. made available for tender to the seller that portion of the Purchase Price not secured by the new mortgage;
 - B. fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration; and
 - C. made available to the seller a lawyer's or notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents, and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
14. **CLEARING TITLE:** If the seller has existing financial charges to be cleared from title, the seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the seller agrees that payment of the Purchase Price shall be made by the buyer's lawyer or notary to the seller's lawyer or notary on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the seller.
15. **COSTS:** The buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the seller will bear all costs of clearing title.
16. **RISK:** All buildings on the property and all other items included in the purchase and sale will be, and remain, at the risk of the seller until 12:01 am on the Completion Date. After that time, the property and all included items will be at the risk of the buyer.
17. **PLURAL:** In this contract, any reference to a party includes that party's heirs, executors, administrators, successors, and assigns; singular includes plural, and masculine includes feminine.
18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises, or agreements other than those set out in this contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this contract, all of which will survive the completion of the sale.
19. **PERSONAL INFORMATION:** The buyer and seller hereby consent to the collection, use, and disclosure by the brokerages and by the managing broker(s), associate broker(s), and representative(s) of those brokerages (collectively the "Designated Agent[s]") described in Section 21, the real estate boards or associations of which those Brokerages

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and licensees are members (together with any successors or amalgamations thereof, the "Boards"), and, if the property is listed on a Multiple Listing Service®, the Board that operates the Multiple Listing Service®, of personal information about the buyer and seller:

- A. for all purposes consistent with the transaction contemplated herein;
- B. if the property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention, and publication by the Board that operates the Multiple Listing Service® and other Boards of any statistics, including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that Board and other Boards;
- C. for enforcing codes of professional conduct and ethics for members of Boards; and
- D. for the purposes (and to the recipients) described in British Columbia Real Estate Association's Privacy Notice and Consent form.

The personal information provided by the buyer and seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

20. **ASSIGNMENT OF REMUNERATION:** The buyer and seller agree that the seller's authorization and instruction set out in Section 27C below is a confirmation of the equitable assignment by the seller in the listing contract and is notice of the equitable assignment to anyone acting on behalf of the buyer or seller.

20A. **RESTRICTION ON ASSIGNMENT OF CONTRACT:** The buyer and seller agree that this contract:

- A. must not be assigned without the written consent of the seller; and
- B. the seller is entitled to any profit resulting from an assignment of the contract by the buyer or any subsequent assignee.

21. **AGENCY DISCLOSURE:** The seller and buyer acknowledge and confirm as follows (initial appropriate box[es] and complete details as applicable):

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INITIALS

- A. The seller acknowledges having received, read, and understood the BC Financial Services Authority (BCFSA) form entitled Disclosure of Representation in Trading Services and hereby confirms that the seller has an agency relationship with

DESIGNATED AGENT(S)

who is / are licensed in relation to _____
BROKERAGE

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INITIALS

- B. The buyer acknowledges having received, read, and understood the BCFSFA form entitled Disclosure of Representation in Trading Services and hereby confirms that the buyer has an agency relationship with _____
DESIGNATED AGENT(S)

who is / are licensed in relation to _____
BROKERAGE

INITIALS

- C. The seller and buyer each acknowledge having received, read, and understood the BCFSFA form entitled Disclosure of Risks Associated with Dual Agency and hereby confirm that they each consent to a dual agency relationship with _____
DESIGNATED AGENT(S)

who is / are licensed in relation to _____
BROKERAGE

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BUYER'S INITIALS

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having signed a dual agency agreement with such Designated Agent(s) dated _____

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INITIALS

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INITIALS

- D. If only Section 21A has been completed, the buyer acknowledges having received, read, and understood the BCFSa form Disclosure of Risks to Unrepresented Parties from the seller's agent listed in Section 21A and hereby confirms that the buyer has no agency relationship.
- E. If only Section 21B has been completed, the seller acknowledges having received, read, and understood the BCFSa form Disclosure of Risks to Unrepresented Parties from the buyer's agent listed in Section 21B and hereby confirms that the seller has no agency relationship.

22. ACCEPTANCE IRREVOCABLE (Buyer and Seller):

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BUYER'S INITIALS

SEAL The seller and buyer specifically confirm that this Contract of Purchase and Sale, whether executed and sealed by hand or by digital or electronic signature and seal, or otherwise, is hereby executed under seal, which is evidenced by each of the buyer and seller making the deliberate, intentional, and conscious act of inserting their initials (whether by hand or electronically) in the appropriate space provided beside this Section 22. The parties intend that the act of inserting their initials as set out above is to have the same effect as if this Contract of Purchase and Sale had been physically sealed by wax, stamp, embossing, sticker, or any other manner. It is agreed and understood that, without limiting the foregoing, the seller's acceptance is irrevocable, including without limitation during the period prior to the date specified for the buyer to either:

- A. fulfil or waive the terms and conditions herein contained; and / or
- B. exercise any option(s) herein contained.

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SELLER'S INITIALS

23. DISCLOSURE OF BUYER'S RESCISSION RIGHT: The seller and buyer hereby acknowledge that, unless the property is exempt from the Rescission Right, the buyer is entitled pursuant to Section 42(1) of the *Property Law Act* (British Columbia) to rescind (cancel) this Contract of Purchase and Sale by serving written notice of the rescission on the seller within the prescribed period and in the prescribed manner and the parties hereby acknowledge the following:

- A. the buyer cannot waive the Rescission Right;
- B. the Rescission Right may only be exercised by the buyer giving notice on any day within three (3) business days (being any day other than a Saturday, Sunday, or holiday in British Columbia) after the final acceptance date (defined below);
- C. if the buyer exercises the Rescission Right, the buyer must promptly pay the seller the Rescission Amount, being 0.25% of the Purchase Price, as calculated and set out in Section 1 of this Contract of Purchase and Sale;
- D. if the buyer has paid a Deposit, the Rescission Amount will be promptly paid from the Deposit, and the balance of the Deposit, if any, will be paid to the buyer, all without any further direction or agreement of the parties. If the Deposit is less than the Rescission Amount, the buyer will be required to pay the shortfall; and
- E. the following are exempt from the Rescission Right:
- (i) residential real property that is located on leased lands;
 - (ii) a leasehold interest in residential real property;

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- (iii) residential real property that is sold at auction;
- (iv) residential real property that is sold under a court order or the supervision of the court; and
- (v) a Contract of Purchase and Sale to which Section 21 of the *Real Estate Development Marketing Act* applies.

The buyer and seller each acknowledge that the foregoing constitutes disclosure made pursuant to Section 57.1 of the Real Estate Services Rules.

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BUYER'S INITIALS

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SELLER'S INITIALS

24. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

25. **COUNTERPARTS:** The parties agree that this Contract of Purchase and Sale and any amendments or attachments thereto may be executed in counterparts by the parties and delivered originally or by facsimile, email, or other means of electronic transmission. Each such counterpart, when so executed and delivered, is deemed to be an original, and all such counterparts of a relevant document taken together shall constitute one and the same relevant document as though the signatures of all the parties were upon the same document.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS

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26. **OFFER:** This offer, or counter-offer, will be open for acceptance until _____ o'clock _____m on _____ day of _____ yr. _____ (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

If the buyer is an individual, the buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*:




YES

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 INITIALS NO

 _____ BUYER _____ PRINT NAME _____ WITNESS	 _____ BUYER _____ PRINT NAME _____ WITNESS	 _____ BUYER _____ PRINT NAME _____ WITNESS
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27. **ACCEPTANCE:** The seller:

- A. hereby accepts the above offer, or counter-offer, and agrees to complete the sale upon the terms and conditions set out above;
- B. agrees to pay a commission as per the listing contract; and
- C. authorizes and instructs the buyer and anyone acting on behalf of the buyer or seller to pay the commission out of the proceeds of sale and forward copies of the seller's statement of adjustments to the cooperating brokerage / listing brokerage, as requested forthwith after completion.

The seller declares their residency as defined under the *Income Tax Act*:




RESIDENT OF CANADA

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 INITIALS NON-RESIDENT OF CANADA

 _____ SELLER _____ PRINT NAME _____ WITNESS	 _____ SELLER _____ PRINT NAME _____ WITNESS	 _____ SELLER _____ PRINT NAME _____ WITNESS
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28. **FINAL ACCEPTANCE DATE:**

The buyer and seller agree that the final acceptance date of the offer, or counter-offer, as applicable, contained in this contract is _____ (the "Final Acceptance Date"), being the date that the last party executed and delivered this contract, and such party or their REALTOR® is authorized and directed to insert such date in this Section 28.

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NOTICE FOR BUYER'S RESCISSION RIGHT: If the property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right and the buyer is entitled to exercise the Rescission Right, the seller's (or the seller's appointee's) mailing address, email address, and / or fax number for Notice of Rescission is as follows:

Attention: _____

Address: _____

Email: _____ Fax: _____

Any Notice of Rescission given by the buyer will be deemed to have been delivered on the day it was sent if delivered in accordance with the *Home Buyer Rescission Period Regulation*.

The date of acceptance of this contract is the Final Acceptance Date specified in Section 28 of the contract, and, if applicable, based on the foregoing, the date by which the buyer must exercise the Rescission Right is _____.

The foregoing sentence is not a term of the contract and is included for notice purposes only and, to the extent there is an inconsistency between the foregoing and the *Home Buyer Rescission Period Regulation*, the latter will govern and prevail. This notice is only applicable if the property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right.

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SELLER'S INITIALS

*PREC represents Personal Real Estate Corporation

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BC2057 REV. DEC 2025

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