

This Option to Purchase dated this..... day of..... 20.....

OPTIONEE:.....

OPTIONOR:.....

Property: fronting on the..... side of known municipally as in the of and having a frontage of..... more or less by a depth of more or less and described as.....

1. In consideration of the sum of: Dollars (CDN\$).....

..... Dollars paid by the Optionee to the Optionor's Brokerage (the receipt whereof is hereby acknowledged) the Optionor grants to the Optionee the sole and exclusive Option, irrevocable within the time for exercise herein limited, to purchase the property described above and owned by the Optionor.

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

..... Dollars

On exercise of the Option..... Canadian dollars

(\$Can.....) shall be paid by bank draft or certified cheque to the Optionor's Brokerage, as a deposit, to be held by such Brokerage in trust pending completion or other termination of the Agreement arising out of the exercise of the Option hereby given. 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.

The sum of..... Canadian dollars (CDN\$.....) already paid to the Optionor's Brokerage as consideration for the granting of this Option, as well as the sum paid upon the exercise of this Option shall be credited to the Optionee as a deposit and allowed as part of the Purchase Price.

Optionee agrees to pay the balance as more particularly set out in Schedule A attached. SCHEDULE(S) A..... attached hereto form(s) part of this Agreement.

2. Optionee and Optionor agree that all existing fixtures are included in the Purchase Price except those listed hereunder:.....

and that the following chattels are included in the Purchase Price:.....

Unless otherwise stated in this Agreement or any Schedule hereto, Optionor 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 OPTIONEE(S): () **INITIALS OF OPTIONOR(S):** ()

3. The Option hereby granted may be exercised by the Optionee until.....(a.m./p.m.) on the.....day of..... 20....., and shall be exercised by a letter delivered to the Optionor, the Optionor's solicitor, the Optionor's Brokerage or left at the Optionor's Brokerage's usual place of business. In the event that such Option is not exercised in the manner aforesaid, this Option and everything herein contained shall be null and void and no longer binding upon any of the parties hereto and the Optionor shall be entitled to retain the said sum given as consideration for the granting of this Option. Upon the exercise of this Option by Optionee in the manner aforesaid, this Option and the letter exercising it shall then become a binding Agreement of Purchase and Sale between the parties and the same shall be completed upon the terms hereinafter set forth.

4. This sale arising from this Option shall be completed on the.....day of....., 20..... . Upon completion, vacant possession of the property shall be given to the Optionee unless otherwise provided for in this Agreement.

5. The Optionee shall be allowed until 4:59 p.m. on the.....day of....., 20..... to: examine the title to the property, at the Optionee's own expense, to satisfy the Optionee that there are no outstanding work orders affecting the property; that its present use:..... may be lawfully continued; and that the principal building may be insured against risk of fire.

6. Provided that the title to the property is good and free from all restrictions, charges, liens, claims 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, provided that such are complied with;
 - (b) any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service, providing such have been complied with or security has been posted to ensure compliance and completion as evidenced by letter from the relevant municipality or utility supplier; and
 - (c) any minor easements for the supply of utility service to the property or to adjacent properties.
 If within the time for examining the title any valid objection to title, or any outstanding work order or deficiency notice, or to the fact that 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 the Optionor or Optionor's solicitor, which Optionor 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 Optionee and any mortgagee, (with all related costs at the expense of the Optionor), and which Optionee will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end, and all money theretofore paid shall be returned without interest or deduction and Optionor and the Optionor's Agents shall not be liable for any costs or damages. Save as to any valid objection so made within such time, and except for any objection going to the root of title, Optionee shall be conclusively deemed to have accepted Optionor's title to the property. Optionor hereby consents to the municipality releasing to Optionee details of all outstanding work orders or deficiency notices affecting the property, and Optionor agrees to execute and deliver to Optionee or Optionee's solicitor such further authorizations in this regard as Optionee may reasonably require.

7. Optionee acknowledges having inspected the property prior to submitting this Option and understands that upon exercising this Option there shall be a binding Agreement of Purchase and Sale between Optionee and Optionor.

8. Optionor and Optionee agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the property by Optionee is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.

9. Optionee 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 Optionor. If requested by Optionee, Optionor will deliver any sketch or survey of the property within Optionor's control to Optionee 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 Optionee on completion, is not available in registrable form on completion, Optionee agrees to accept Optionor'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 Optionor shall provide to Optionee 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 Optionor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

INITIALS OF OPTIONEE(S): **INITIALS OF OPTIONOR(S):**

10. All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Optionor. Pending completion, Optionor 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, Optionee may either terminate this Option and have all monies theretofore 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 Optionor is taking back a mortgage or charge, or Optionee is assuming a mortgage or charge, Optionee shall supply Optionor with reasonable evidence of adequate insurance to protect the Optionor's or other mortgagee's interest on completion.
11. Provided that this Option shall be effective to create an interest in the property only if the subdivision control provisions of The Planning Act are complied with by Optionor on or before completion and Optionor hereby covenants to proceed diligently at his expense to obtain any necessary consent on or before completion.
12. Optionee shall be credited towards the Purchase Price with the amount, if any, which it shall be necessary for Optionee to pay to the Minister of National Revenue in order to satisfy Optionee's liability in respect of tax payable by Optionor under the non-residency provisions of the Income Tax Act by reason of this sale. Optionee shall not claim such credit if Optionor delivers on completion the prescribed certificate or his statutory declaration that he is not then a non-resident of Canada.
13. 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 Optionee.
14. 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.
15. The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Optionor, and any mortgage or charge to be given back by the Optionee to the Optionor at the expense of the Optionee. If requested by Optionee, Optionor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of The Planning Act, RSO 1990.
16. 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 Optionor and Optionee or by their respective solicitors who may be specifically authorized in that regard.
17. 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.
18. The Optionor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, 1986, unless the Optionor's spouse has executed the consent hereinafter provided.
19. The Optionor represents and warrants to the Optionee that during the time the Optionor has owned the property, the Optionor has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of the Optionor'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.
20. The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
21. **The Optionee is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

INITIALS OF OPTIONEE(S):

INITIALS OF OPTIONOR(S):



22. The Optionor hereby appoints the Listing Brokerage as agent for the Optionor for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Optionee's Brokerage) has entered into a representation agreement with the Optionee, the Optionee hereby appoints the Optionee's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Optionor and the Optionee (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Optionee or the Optionor 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.: FAX No.:
 (For delivery of Documents to Optionor) (For delivery of Documents to Optionee)

Email Address: Email Address:
 (For delivery of Documents to Optionor) (For delivery of Documents to Optionee)

23. If there is conflict between any provision written or typed in this Option (including any Schedule to this Option) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Option including any Schedules attached hereto, shall constitute the entire agreement between the Optionee and Optionor. There is no representation, warranty, collateral agreement or condition, whether direct or collateral or expressed or implied, which induced any party hereto to enter into this Option or on which reliance is placed by any such party, or which affects this Option or the property or supported hereby, other than as expressed herein. This Option shall read with all changes of gender or number required by the context.

24. Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

25. If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Optionor will not collect HST if the Optionee provides to the Optionor a warranty that the Optionee is registered under the Excise Tax Act ("ETA"), together with a copy of the Optionee's ETA registration, a warranty that the Optionee shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Optionor in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Optionor agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

This Option Agreement shall be signed by all necessary Parties thereto no later than the.....day of.....20....., after which time if not signed, it shall be null and void and all consideration money returned to the Optionee in full and without interest.

The Optionor agrees with the brokerage(s) with whom I have agreed to pay commission, in consideration for the brokerage's services in procuring the said Option, to pay the brokerage on the date of completion the commission set out in our Option Commission Agreement, together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), which commission and taxes may be deducted from the deposit. I hereby irrevocably instruct my solicitor to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission and such taxes from the proceeds of the sale prior to any payment to the Optionor on completion, as advised by the brokerage(s) to my solicitor.

INITIALS OF OPTIONEE(S):

INITIALS OF OPTIONOR(S):

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness)	..... (Optionor/Optionee)	..... (Seal)	DATE.....
..... (Witness)	..... (Optionor/Optionee)	..... (Seal)	DATE.....
..... (Witness)	..... (Optionor/Optionee)	..... (Seal)	DATE.....
..... (Witness)	..... (Optionor/Optionee)	..... (Seal)	DATE.....
..... (Witness)	..... (Optionor/Optionee)	..... (Seal)	DATE.....

The Undersigned Spouse of the Optionor 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 Optionee that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

..... (Witness) (Spouse) (Seal)	DATE.....
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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 Optionor or Optionee)

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 Option to Purchase and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE.....
(Optionor)

..... DATE.....
(Optionor)

Address for Service.....
..... Tel.No.(.....)

Optionor's Lawyer.....

Address.....

Email.....

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

I acknowledge receipt of my signed copy of this accepted Option to Purchase and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE.....
(Optionee)

..... DATE.....
(Optionee)

Address for Service.....
..... Tel.No.(.....)

Optionee's Lawyer.....

Address.....

Email.....

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

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Option to Purchase:
In consideration for the Co-operating Brokerage procuring the foregoing Option to Purchase, 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 Option to Purchase.

Acknowledged by:

.....
(Authorized to bind the Listing Brokerage)

.....
(Authorized to bind the Co-operating Brokerage)

This Schedule is attached to and forms part of the Option to Purchase between:

OPTIONEE,....., and

OPTIONOR,.....

for the property known as

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

Optionee agrees to pay the balance as follows:

This form must be initialed by all parties to the Option to Purchase.

INITIALS OF OPTIONEE(S):

INITIALS OF OPTIONOR(S):