

Selling Services

PRESENTED TO: CLIENT NAME



Kyle Bridson

BRANCH OWNER & REALTOR®

Direct: 416.994.3295

kyle@bridsonrealty.ca

Office: 416.504.6133

www.QueenWestLiving.com



15 Abell Street, Toronto, ON, M6J 0C7

Not intended to solicit those under contract.



Signature

INDEPENDENTLY OWNED & OPERATED REAL ESTATE BROKERAGE

Kyle Bridson is a top-ranked Toronto REALTOR® and founder of **Bridson Realty Group**, proudly operating under **Royal LePage Signature Realty**, where he owns and leads the **flagship branch office in Queen West**.

With a background in brand marketing for major sports companies, Kyle entered real estate in 2016 with a strategic edge and client-first mindset. Since then, he's built a powerhouse team and a reputation for delivering results — now ranking in the **Top 1% of REALTORS® nationwide** by sales volume.

Bridson Realty Group is based in Toronto's west end, with a strong presence in **Queen West, Trinity Bellwoods, The Junction, and Little Portugal**, but the team serves the **entire GTA and beyond**. With agents in **Ottawa, Niagara, and Cottage Country**, they proudly help clients buy and sell real estate across **all of Ontario**.

What truly sets Kyle's team apart is their **full-service approach to selling**. Every listing is powered by a seamless suite of services designed to elevate value and reduce stress — including access to:

- Their in-house **staging company, Curated Comfort**
- A trusted network of **contractors, cleaners, and organizers**
- Strategic marketing and negotiation tactics that consistently outperform the market

Whether you're selling a family home, purchasing your first condo, or building your investment portfolio, Kyle's hands-on expertise in **resale, new construction, renovations, and asset management** ensures you're covered from every angle.

As a leader, mentor, and marketing expert, Kyle is proud to support over 15 full-time agents and foster a collaborative team culture focused on service, strategy, and success.



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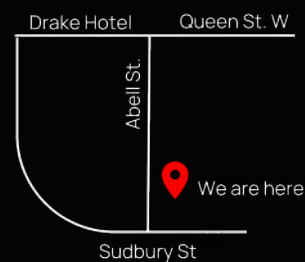
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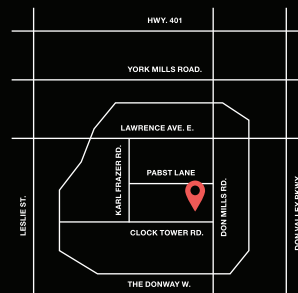
Location. Location. Location.

With offices in three prime GTA locations, we're perfectly positioned to meet the needs of the city's dynamic residential real estate market.



Queen West Office

15 Abell Street #105
Toronto, ON. M6J 0C7
416.504.6133



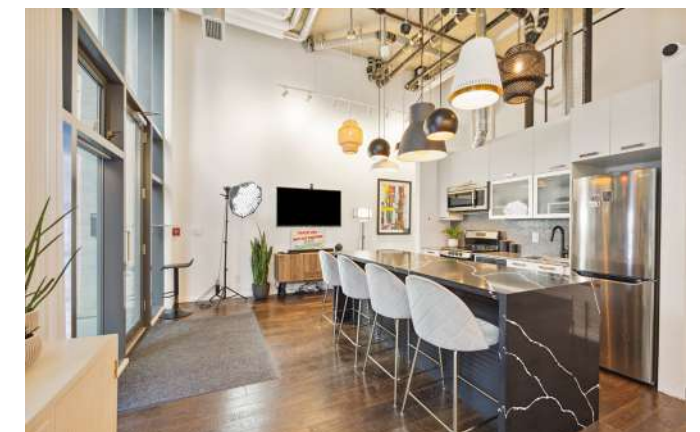
Central Office

Shops at Don Mills
8 Sampson Mews, Suite 201
Toronto, ON. M3C 0H5
416.443.0300



Downtown Office

495 Wellington St. West, Suite 100
Toronto, ON. M5V 1E9
416.205.0355





Kyle Bridson
BRANCH OWNER & REALTOR®

Meet the Team

At Bridson Realty, selling your home is never a one-person job. Behind every successful sale is a full team of dedicated professionals working together to market, negotiate, and close with confidence.

We're here to support you—every step of the way.



Stefan Lupul
SALES REPRESENTATIVE



Mandie Leigh
SALES REPRESENTATIVE



Alexandra Hill
SALES REPRESENTATIVE



Monique Desnoyers
SALES REPRESENTATIVE



Zaim Amjad
SALES REPRESENTATIVE



Darrell Booker
SALES REPRESENTATIVE



Katya Castañeda
SALES REPRESENTATIVE



André Cauchi
SALES REPRESENTATIVE



Muniba Khan
SALES REPRESENTATIVE



Grace Lewicki
SALES REPRESENTATIVE



Kirk Morris
SALES REPRESENTATIVE



Paul Stavros
SALES REPRESENTATIVE



Alice Svitsa
SALES REPRESENTATIVE



Kristina Cherskaia
SALES REPRESENTATIVE



Why Choose Us?

HIGHER VALUE

We consistently deliver higher returns for your home.

Our listings average 102.48% of asking price vs. the TRREB average of 101%

PERCENTAGE OF LIST PRICE TO SALE PRICE - 2023

FASTER SALES

Results our competitors simply can't match.

Our listings average 14.4 days on market vs. the TRREB average of 19 days

DAYS ON MARKET - 2023

We like to make the *experience* easy for you.

first
we
plan

Every successful sale starts with a great plan. We walk you through all of the things that need to be done in order to have your property look its best. We set timelines, assign roles and introduce you to the best third-party companies you will need.

team
support

Every listing has a team member assigned to help oversee staging, painting and any work that is being done on the premises. We are there to manage the staging, contracting, pictures, floor plans and all things before the sale.

clear
answers

Our team likes to send you updates via WhatsApp group chat. We believe this facilitates open communication so that you receive all the answers you need within moments. We will be in constant contact and you never feel like you have to guess.

digital
signing

All sales and listing agreements are completed digitally and signed electronically on your desktop or mobile device. When the sale is complete, we package the documentation for your selected closing legal representation.



CHAPTER 01

We want to know *everything*.

We may conduct a pre-listing home inspection to encourage firm offers. This is also so our team can educate themselves on the status of the building in case potential buyers ask questions.

For condos, a building Status Certificate will be ordered at the appropriate time.



Adding *value* to your property.

Our team will provide a detailed list of suggested updates that will add the MOST value to your home and have the biggest impact on potential buyers.

We include minor painting and necessary fix-ups by a professional contractor, up to an agreed amount.

If you are considering more invasive renovations (i.e. countertops, kitchen and flooring updates), we would be more than happy to connect you with reliable and affordable contractors.

Editorial-Level Home Staging Service



Some properties require a little bit of de-cluttering and accessorizing, while others need a full-blown makeover. Our home staging team can adapt to any style or space and create magazine-worthy properties.

Professional staging from our in-house stylists includes all furniture, artwork rental, set up, and removal of all items in a timely and organized fashion.

You are welcome to live at home while it is staged. We do recommend you seek alternative accommodations for the duration that your home is listed on MLS, but it's not mandatory.

Magazine Worthy Photography

Our listings are seen by tens of thousands of people online. the more people engage with your property, the more exposure it gets - it's our greatest ally in selling real estate, and ensures your property stops people mid-scroll. Professional photos are a very important part of marketing your property.

The shoot takes an average of 1-2 hours to complete. Upon completion, we receive the files within 72 hours. If pictures are done on a Friday, we will receive them the following Monday.



Moving & Storing Your Furniture

We provide professional moving services for your personal items to be relocated to a local storage facility during the period your home is staged. For privacy reasons, the account will be secured in your name. The cost for storage will be reimbursed up to an agreed-upon amount.

We use an independent company that provides a fast, efficient and helpful service. We always suggest that one of the homeowners is present during the move. A member of our team will also be there to oversee.



Keeping Clean Spaces

We ask that you have your home in a clean state and if necessary hire a cleaning company before the staging date. This will help to give your home more selling potential.

We will provide a one-time professional cleaning service either prior to the photography session or just before we begin showings.

Floor Plans

Our floor plans are completed professionally and are uploaded on the MLS listing. The measurements and drawing procedure take place at the same time as the photography.

Virtual Tours

It's important that buyers are able to visualize the space before and after viewings. 3D virtual tours can help showcase all types of properties by creating 3D walkthroughs. We post the walk-through on the MLS listing syndicating it for the mass to third-party real estate sites.

Shareable Digital Assets

If you would like a copy of the assets as a keepsake or to share with your family and friends on social media you are welcome to ask for copies. The more we get your property out to the public, the better!

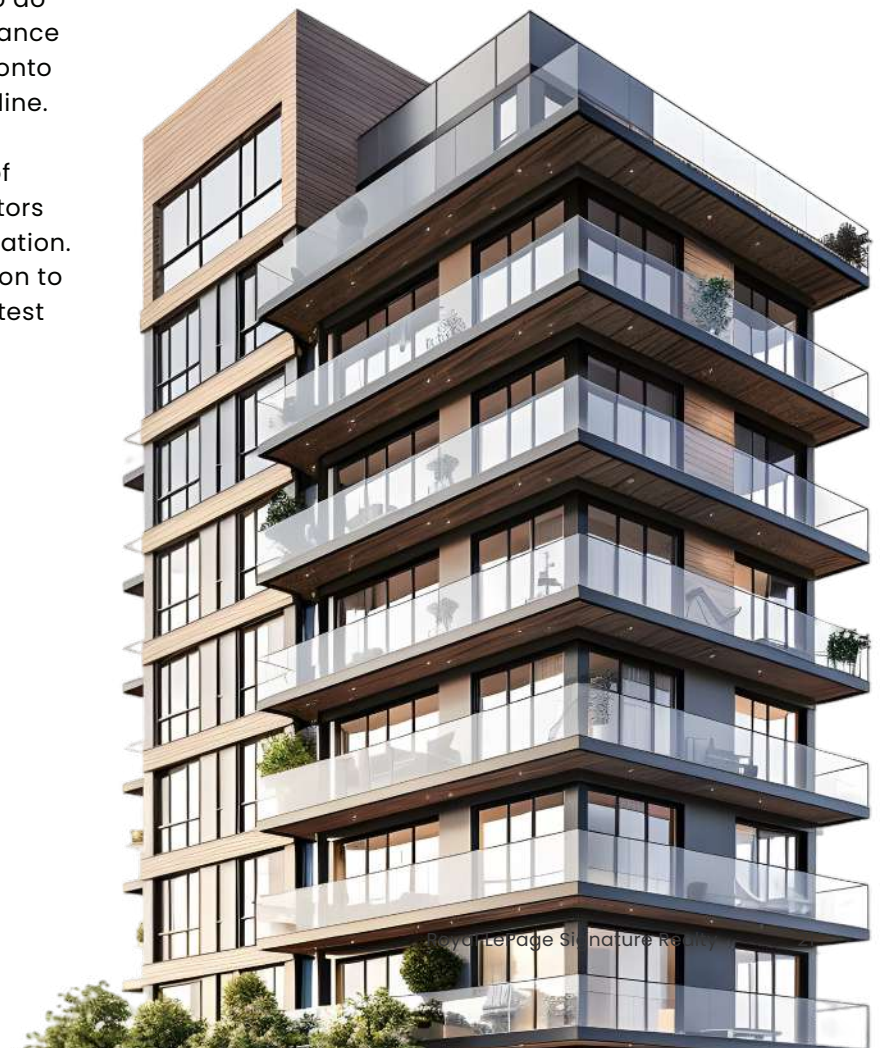
Traditional Marketing And Feature Prints

A SIMPLY STUNNING BOOKLET: Featuring 12-pages of your home looking at its absolute best. Also included are the neighbourhood park locations, school and transit scores. Professionally designed, printed and restocked as needed. A great supplement for buyers to take with them after viewing your home.

JUST LISTED POSTCARD: Professionally designed and printed on heavy stock. Property highlights with a QR link directing viewers to your home's dedicated listing webpage.

MEDIA OUTREACH: With your permission to do so, we write unique pitches to send to freelance journalists who write for the likes of the Toronto Star, National Post and the Globe & Mail online.

PRE-LISTING HYPE: Our database of tens of thousands of both buyers and Ontario realtors receive early access to the property information. Letting our insiders know what's coming soon to the market. Our network is one of our greatest assets locally and internationally.





Transform Your Home Into A Buyer's Dream

The below 8 steps are guaranteed to get eyes on your home:

STEP 1

Staging Consult: They say you never get a second chance to make a first impression—and in real estate, that couldn't be more true. Most buyers form an opinion within the first 90 seconds. That's why we ensure your home makes an unforgettable impact from the moment they walk in.

STEP 2

Professional Photos: With 85% of buyers beginning their home search on line, first impressions are made with photos. Professional photography captures attention and keeps buyers engaged, click by click, room by room.

STEP 3

Virtual Tour: Virtual tours let buyers connect with your home before they even step inside. Posted on MLS, these tours highlight what makes your home one of a kind—and help drive top-dollar offers.

STEP 4

Online Exposure: Your listing gets premium visibility—featured on over 50 hightraffic websites, from Realtor.ca and RoyalePage.ca to targeted local platforms like MyTorontoHome.com, RLPDowntown.com, and QueenWestliving.com.

STEP 5

Professional Print Marketing: “Just Listed” cards inform your neighbours that your home is on the market, helping to generate local interest and word-of-mouth buzz. Feature sheets offer detailed highlights for potential buyers and their agents, serving as a valuable reference throughout the decision-making process. When professionally designed, these marketing tools help your home stand out from the competition.

STEP 6

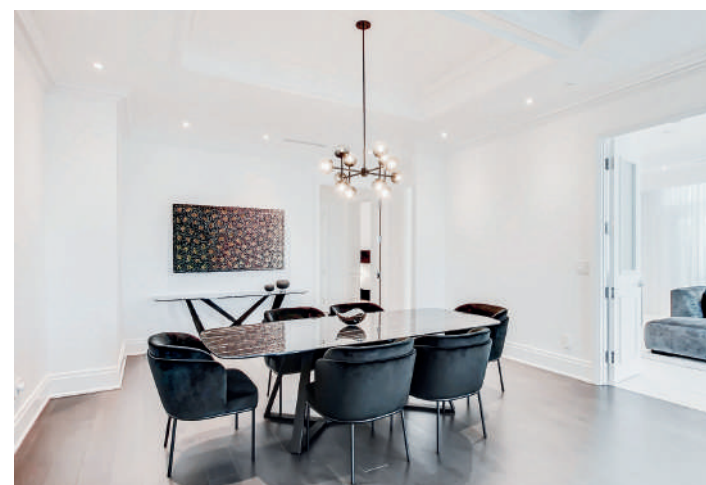
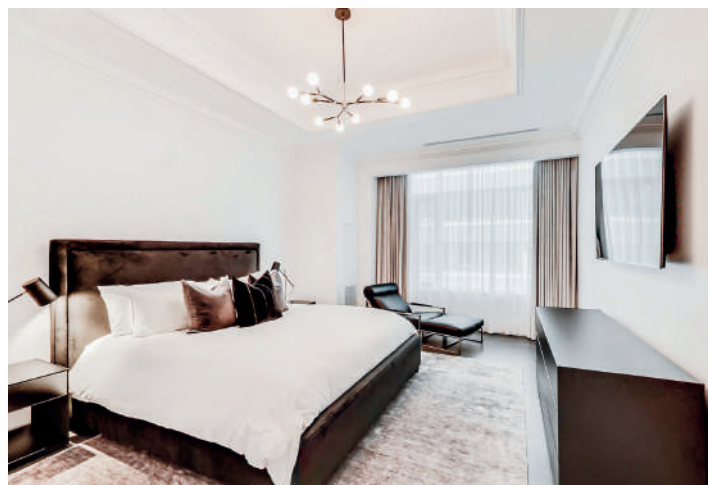
Agent Open House: We welcome agents with potential buyers to visit and experience the value your home has to offer.

STEP 7

Public Open House: We'll personally showcase your home to potential buyers, highlighting its key features and unique appeal

STEP 8

Skilled Negotiation: You can rely on us to personally handle negotiations on your behalf. With extensive training in the necessary documentation and legal clauses, we'll guide you through the process and alert you to any potential red flags in any contract you receive.





Standing Out With Smart Marketing

With the right marketing strategy, your home could sell in days-without it, it might not sell at all.

Video makes your home the star of the market-showcasing its best features and drawing in serious buyers.

Most buyers tour your home on line before ever stepping inside-so we make sure it leaves a powerful first impression.

- Strong visual content can boost buyer response rates by up to 40%-making your home stand out and sell faster.
- Add video to your listing page and boost shareability by 40%-because great homes deserve attention.
- Homes with video on their landing page see up to 86% higher conversion rates-because video sells.

Digital Media And Paid Advertising

PAID DIGITAL MEDIA: We run several paid and targeted social media campaigns on Facebook and Instagram strategically targeted to the buyers we feel would be the most interested in your property. We include up to \$1,000 USD of ad spend. We cannot emphasize enough how much this works.

OUR DATABASE: We break down our database into three parts: REALTORS®, buyers and social following. We professionally design and code HTML emails and social posts to advertise and promote your listed property.

STRENGTH IN NUMBERS: Our digital listing assets are shared with our internal network of hundreds of Royal LePage Signature Ontario REALTORS® to re-post within their own network. Our database and network is a major asset to our sellers, giving us access to new potential buyers every single day.





CHAPTER

02

Pricing Your Property

Naturally, you want to get the best possible price for your home. But if it's not priced right, it may struggle to attract buyers.

WHAT INFLUENCES PRICING?

1. The State of the Market

It all comes down to the market. A Comparative Market Analysis-looking at recently sold, active, and expired listings in your neighborhood-can help you set a competitive and realistic price.

2. Buyers Base Their Offers On Your Home's Condition

If it appears to need work or major repairs, it can significantly impact your final sale price. We make sure it's in the perfect condition for selling.

3. The Correct Sales Representative

Royal LePage Signature representatives have access to up-to-the-minute market data right down to your street. They bring that market knowledge directly to you. It's essential to work with an expert who understands the local landscape and can help you achieve the best possible price-not just someone who offers the highest number to win your listing



Determining The Value

Your home’s value is shaped by local market trends—what’s selling nearby {and what isn’t}, the prices buyers are eager to pay, the offers sellers are accepting, and the overall interest in homes like yours. Together, these insights help position your property competitively and attract the right buyers.

Knowing Your Market

We begin with a comprehensive Competitive Market Analysis {CMA}, designed to help you set the right price for your home based on real-time market conditions. By analyzing recent sales, unsold listings, buyer behavior, and interest in similar homes, we position your property to stand out and sell with confidence.

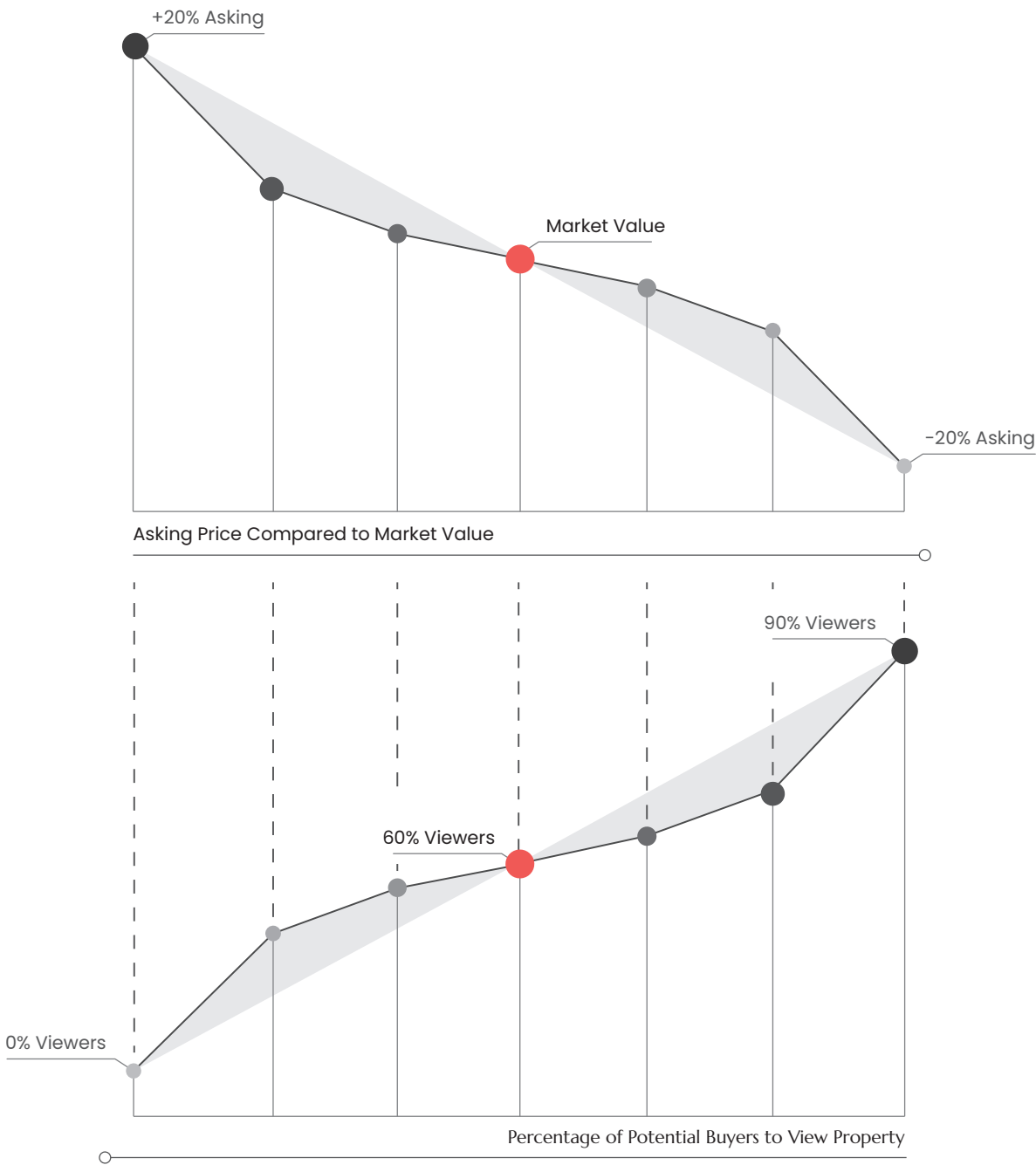
- Recently sold homes reflect what buyers are actually willing to pay in today’s market.
- Homes currently for sale reveal what sellers are hoping to get—but not necessarily what buyers will pay.
- Expired listings often indicate a home was either overpriced or not effectively marketed.

Establishing A Competitive List Price

As a seller, ask yourself: Do you want to list your home—or sell it? There’s a big difference, and the goal should always be to sell.”

Before comparing your home to similar properties to set a list price, here’s what you need to consider:

- location
- size
- style
- condition
- community amenities
- buyer supply
- financing options



Properties priced too high attract fewer Buyers, showings and offers. Properties priced at market value generate stronger Buyer interest.

Work closely with your REALTOR® to maximize your asking price.



CHAPTER

03

Closing Costs

Expenses Related to the Purchase & Sale of a Home

Typical Expenses Related To The Sale Of A Home

LAWYER’S FEES Costs Vary	\$1,200 - \$2,000+
SPRUCING UP/STAGING Initial Consultation \$500 To \$1,200 Painting, Redecorating, Landscaping, Etc. Cost Can Range From \$2,000 To \$20,000 Depending On The Scope Of Work.	\$2,000 - \$20,000
MOVING COSTS Costs Vary	\$600 - \$14,000+
REAL ESTATE FEES Mutually Agreed Upon	_____
UP-TO-DATE SURVEY OF YOUR PROPERTY May Be Requested By The Buyer At The Seller's Expense But Is Not Mandatory.	\$2,000
NOTIFICATION COSTS (FRIENDS,UTILITY COMPANIES, POST OFFICES, ETC.) Post Office May Charge \$40 Or More For Limited Rerouting Services.	\$40
STATUS CERTIFICATE If Selling A Condominium: \$100	\$150+

Typical Expenses Related To The Purchase Of A Home

LAWYER’S FEES – INCLUDING DISBURSEMENTS & ADJUSTMENTS Costs vary	\$2,000 - \$20,000
STATUS CERTIFICATE (CONDOMINIUM) This lengthy legal document has all the financial information about the condominium corporation, as well as any information about special assessments or outstanding legal action the corporation is involved in. If purchasing a condominium: \$100	\$150+
CMHC INSURANCE 0.6% to 3.85%, depending on ratio of loan to value. This can be added to the mortgage amount and financed over term of mortgage. 13% HST on the premium amount must be paid on closing. Your mortgage Broker can walk you through the insurance amounts in more detail.	VARIES

APPRAISAL FEE

Many banks require an appraisal of the property. The purchaser must cover the cost of this fee.

\$300 - \$700

TITLE INSURANCE

Title insurance protects Buyers from any errors in title that may arise during the time they own the property. Your lawyer will arrange the insurance at closing.

\$600

PROPERTY INSURANCE

Your house must be insured in order to get a mortgage.

\$1,000 - \$3,000

HOME INSPECTION

A home inspection is a visual examination of the home by a qualified professional.

\$500 - \$900+

MORTGAGE ADJUSTMENT PERIOD

This is the portion of the month following closing, to the end of that month. The bank is entitled to mortgage interest on closing to that point. However, your actual mortgage payments won't start until one calendar month AFTER closing.

VARIES

ONTARIO AND TORONTO LAND TRANSFER TAX (Provincial)

For single family or two family homes outside the City of Toronto.

- Up to \$55,000: 0.5%
- \$55,000.01 to \$250,000: 1% minus \$275
- \$250,000.01 to \$400,000: 1.5% minus \$1,525
- \$400,000.01 to \$2,000,000: 2% minus \$3,525
- Amounts exceeding \$2,000,000: 2.5% minus \$13,525

The first time Buyer rebate will reduce the Land Transfer Tax by up to \$4,000 for principle residence.

City of Toronto & Provincial

For single family or two family homes in the City of Toronto you pay both city and provincial tax.

- Up to \$55,000: 0.5%
- \$55,000.01 to \$250,000: 1% minus \$275
- \$250,000.01 to \$400,000: 1.5% minus \$1,525
- \$400,000.01 to \$2,000,000: 2% minus \$3,525
- Amounts exceeding \$2,000,000: 2.5% minus \$13,525

First time Buyers of principle residences in Toronto receive rebate of up to \$4,475 along with their provincial rebate of up to \$4,000.

To find an online land transfer tax calculator, visit the finance centre at mytorontohome.com

A dark, minimalist bedroom interior. In the center is a bed with a dark headboard and two large pillows. Above the bed are two pairs of pendant lights, each consisting of a long, thin cylindrical shade and a spherical globe. To the left of the bed is a small bedside table. To the right is a large window with sheer curtains. The overall atmosphere is calm and modern.

CHAPTER 04

Get Familiar With The Paperwork



RECO Information Guide

- Required under the new TRESA Act (Trust In Real Estate Services Act)
- For Informational Purposes Only
- Must be acknowledged and signed by every client before working with a REALTOR® to understand your representation.

Form 100

for use in the Province of Ontario

GENERAL USE: The Agreement of Purchase and Sale is the document used to state the Buyer's desire to purchase the property, and to negotiate the terms of the sale. It is often referred to as an "Offer". This document also allows the Buyer an opportunity to set out in detail all of the terms and conditions they wish to be part of their Offer when buying the Seller's property. Common examples of a Buyer's conditions include arranging financing (a mortgage) for the property to be purchased, completing a home inspection, arranging for fire insurance or ensuring they can sell their current home before purchasing. After the Offer is prepared and signed by the Buyer, it is presented to the Seller for consideration and possible acceptance. The Seller, in turn, may want to make changes to the Offer for the Buyer's consideration. This process can continue back and forth several times in an effort to reach an agreement.

This line below states the date that the document is created. This date is used to identify or reference this Offer.

This Agreement of Purchase and Sale dated this day of 20.....

BUYER:, agrees to purchase from
(Full legal names of all Buyers)

SELLER:, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address

fronting on the side of

in the

and having a frontage of more or less by a depth of more or less

and legally described as

..... (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$)

..... Dollars

DEPOSIT: A Buyer typically submits a deposit on the purchase of the property. It demonstrates the Buyer's sincerity and good faith in the purchase transaction. When a deposit is to be delivered can vary at the discretion of the Buyer to be accepted or negotiated by the Seller.

DEPOSIT: Buyer submits
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

..... Dollars (CDN\$)

by negotiable cheque payable to "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. 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.

Buyer 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.**

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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1. *IRREVOCABILITY: The party submitting the Offer to the other side agrees to allow the other side until this time and date to consider and accept the Offer. The submitting party is not permitted to withdraw their Offer prior to that time. The Seal beside their signature shows that the submitting party has received something of value for this irrevocable Offer.*

1. **IRREVOCABILITY:** This offer shall be irrevocable by until on the
(Seller/Buyer) (a.m./p.m.)
day of 20, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. *COMPLETION DATE: This is the date the transaction is scheduled to be completed. Unless there is a provision elsewhere in the Agreement, the property is to be vacant. This date is not to be on a weekend or a statutory holiday.*

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the day of
20 Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

3. *NOTICES: Under the Agreement there will be requirements to deliver notices to the other side. This provision highlights various methods that would be available to deliver notices.*

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer’s Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer’s Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the Buyer (multiple representation) or where the Buyer or the Seller is a self-represented party.** 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 Seller) (For delivery of Documents to Buyer)
Email Address: Email Address:
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. *CHATELS INCLUDED: In this section of the Agreement, the Buyer would list the items that the Buyer wished to include in the purchase price. Subject to the Seller’s agreement, these might include appliances, and other items that were not attached. To avoid disputes later the items should be described in detail. This might include GE Stove, Kenmore Refrigerator and might involve adding serial numbers. The rule to follow is “when in doubt, spell it out”.*

4. **CHATELS INCLUDED:**.....
.....
.....
.....
.....
Unless otherwise stated in this Agreement or any Schedule hereto, Seller 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.

5. *FIXTURES EXCLUDED: If the Seller wanted to remove an item that had been attached to the home, such as a “dining room light fixture” this would have to be detailed here.*

5. **FIXTURES EXCLUDED:**.....
.....
.....
.....

6. *RENTAL ITEMS: This has become an important issue in recent times. There are a number of items that potentially are not owned by the Seller but rather leased or rented. The Seller would have to identify these to a Buyer. An important issue these days is the “hot water tank”. These may be rented or more frequently now, on a contract for “lease to own”.*

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
.....
.....
.....
The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



7. *HST: This section indicates how the Harmonized Sales Tax will impact the sale price if at all.*

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before (included in/in addition to) closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

8. *TITLE SEARCH: There are a number of searches that a lawyer may undertake when working on a real estate purchase. This paragraph sets out the times for those searches to be done. These searches may include the title search or work orders among others.*

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of, 20....., (Requisition Date) to examine the title to the property at Buyer’s own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. *FUTURE USE: This sets out the Buyer is entitled to get what the Agreement provides when it comes to the use of the property. If the Buyer intends on turning the property into a commercial use in the future there are no assurances that the Buyer will be able to do so in the future.*

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. *TITLE: This paragraph sets out that the Buyer is entitled to good title subject to a number of items. These items include having the title subject to minor utility easements for gas, water, hydro and so on. The Buyer will also have to accept restrictive covenants provided they are complied with.*

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, 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 providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact 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 Seller and which Seller 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 Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller’s title to the property.

11. *CLOSING ARRANGEMENTS: Most transactions in Ontario are completed electronically. The following paragraph sets out how this is to be accomplished.*

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the “Requisite Deliveries”) and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



12. **DOCUMENTS AND DISCHARGE:** *The Seller is to deliver to the Buyer documents in the Seller’s possession respecting the property. These would include copies of surveys and deeds. In the event that there is a mortgage on the title and it is with a chartered bank, trust company, insurance company, credit union or Caisse Populaire, it will most likely not be discharged on or before closing. This paragraph details how this discharge will come about. All other mortgages will have to be discharged by closing.*

12. **DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller’s control to Buyer 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 Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller’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 Seller shall provide to Buyer 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 Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** *This provision sets up that the Buyer has had the opportunity to personally inspect the property. Further the Buyer acknowledges the opportunity to have included a condition clause for review of a property inspection report and agrees that if there is not some other provision respecting this type of report then the Buyer is not going to get an inspection report.*

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** *The Seller is responsible for the property until closing. The Seller is to maintain any insurance policies until completion. In the event the property suffers substantial damage prior to closing, the Buyer can cancel the Agreement or can close and get the proceeds of any insurance.*

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer may either terminate this Agreement and have all monies 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 Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller’s or other mortgagee’s interest on completion.

15. **PLANNING ACT:** *This clause makes the entire agreement subject to compliance with the Planning Act. The Planning Act governs things such as severance.*

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller’s expense to obtain any necessary consent by completion.

16. **DOCUMENT PREPARATION:** *The deed is prepared (except for the Land Transfer Tax affidavit) at the expense of the Seller and any mortgage to be given back at the expense of the Buyer.*

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.

17. **RESIDENCY:** *The Income Tax Act has sections in it to address a non-resident Seller selling property. To ensure the appropriate taxes are paid, this paragraph discusses what the options are in a real estate transaction.*

17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer’s liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

18. **ADJUSTMENTS:** *In a real estate transaction there will be adjustments such as prorating the property taxes. This clause lists the usual adjustments and provides that the Buyer will be responsible for the day of closing.*

18. **ADJUSTMENTS:** 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 Buyer.

19. **PROPERTY ASSESSMENT:** *The property may be evaluated and re-assessed on an annual basis. The Buyer and Seller agree not to hold the real estate sales people responsible when a change takes place.*

19. **PROPERTY ASSESSMENT:** 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.

20. **TIME LIMITS:** *Dates and times are important and must be adhered to.*

20. **TIME LIMITS:** 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

21. **TENDER:** *Each side must be able to demonstrate that they are ready, willing and able to complete the transaction. For the Buyer generally, they must be able to produce the money to close and for the Seller it is generally to produce the Deed and keys.*

21. **TENDER:** 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 Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.

22. **FAMILY LAW ACT:** *The Seller is warranting that they have complied with the Family Law Act insofar as it relates to spousal requirements and that no spouse has a claim to the property other than a spouse who has signed a consent in the area set aside for that signature.*

22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.

23. **UFFI:** *The Seller is warranting that they did not install any Urea Formaldehyde Foam Insulation and to the best of their knowledge there is none in the buildings.*

23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller’s knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. 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.

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** *This clause states that no information the Buyer and Seller have been given by the real estate sales people shall be considered to be Legal, Accounting or Environmental Advice. If these factors impact the transaction or valuation, the Buyers and Sellers should seek independent professional expert advice.*

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

25. **CONSUMER REPORTS:** *The following paragraph notifies the Buyer that a personal or credit check may be obtained and referred to.*

25. **CONSUMER REPORTS:** **The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

26. **AGREEMENT IN WRITING:** *If there is a conflict or discrepancy between any of the pre-set (preprinted) clauses and anything that has been added to the Agreement, then added parts supersedes the pre-set clauses. Further there are no other agreements between the Buyer and Seller other than those contained in this Agreement.*

26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

27. **ELECTRONIC SIGNATURES:** *This provision ensures compliance with the Electronic Commerce Act in that it is necessary that the parties to an agreement consent to the use of electronic signatures.*

27. **ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures 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.

28. **TIME AND DATE:** *Times and Dates within this Agreement are determined by the location of the property.*

28. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

INITIALS OF BUYER(S):  INITIALS OF SELLER(S): 

29. **SUCCESSORS AND ASSIGNS:** *In the event one of the parties dies before closing, their heirs and executors are bound by the Agreement*
29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Buyer) (Seal) (Date)

(Witness) (Buyer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Seller) (Seal) (Date)

(Witness) (Seller) (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) (Date)

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 this day of....., 20.....
(a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage (Tel.No.)
.....
(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage (Tel.No.)
.....
(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

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

(Seller) (Date) (Buyer) (Date)

(Seller) (Date) (Buyer) (Date)

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

Seller's Lawyer Buyer's Lawyer
Address Address
Email Email
(Tel. No.) (Fax. No.) (Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, 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 Agreement of Purchase and Sale. Acknowledged by:

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

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Form 100 Revised 2024



Form 100
for use in the Province of Ontario

Schedule A
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 purchase and sale of

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

Buyer agrees to pay the balance as follows:

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Form 100 Revised 2024

Listing Agreement

Seller Designated Representation Agreement

Authority to Offer for Sale

This is a Multiple Listing Service® Agreement



(Seller's Initials)

OR

Exclusive Listing Agreement



(Seller's Initials)

BETWEEN:
BROKERAGE: ROYAL LEPAGE SIGNATURE REALTY

.....(the "Listing Brokerage") Tel. No.

SELLER:(the "Seller")

DESIGNATED REPRESENTATIVE(S):
(Name of Salesperson/Broker/Broker of Record)

The Designated Representative will be providing services and representation to the Seller and the Brokerage provides services but not representation.

In consideration of the Listing Brokerage listing the real property **for sale** known as.....

.....(the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,

commencing at on the day of , 20.....,
(a.m./p.m.)

and expiring at 11:59 p.m. on the day of , 20.....(the "Listing Period"),

Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Trust in Real Estate Services Act, 2002 (TRESA), **the Listing Brokerage must obtain the Seller's initials.**



(Seller's Initials)

to offer the Property **for sale** at a price of: Dollars (CDN\$)

..... Dollars

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the Property.

Schedule A, attached hereto forms part of this Agreement, of which **Schedule A** sets out the details with respect to the services, confidentiality and representation of the Brokerage and Designated Representative.

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):
"Seller" includes vendor, a "buyer" includes a purchaser, or a prospective purchaser. "Self-represented assistance" shall mean assistance provided to a self-represented party. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. A "real estate board" includes a real estate association. "Public Marketing" shall have the same meaning as set out in REALTOR® Cooperation Policy as published by the Canadian Real Estate Association.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of **5**.....% of the sale price of the Property or
for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller. The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage) and to offer to pay the

co-operating brokerage a commission of **2.5**.....% of the sale price of the Property or.....
out of the commission the Seller pays the Listing Brokerage.
The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone

on the Seller's behalf within **60**..... days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):



The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

3. REPRESENTATION: The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Self-Represented Party assistance. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage listing other properties that may be similar to the Seller's Property without any claim by the Seller of conflict of interest. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage, said commission to be disbursed in accordance with the Commission Trust Agreement.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will require the Seller's written consent to represent both the Seller and the buyer for the transaction.

The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer, unless otherwise directed in writing by the Seller.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

The Brokerage shall not be appointed or authorized to be agent for either the Seller or the buyer for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the buyer (multiple representation) or where the buyer or the seller is a self-represented party.

MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION: The Seller understands and acknowledges where both the Seller and buyer are represented by a designated representative of the Listing Brokerage, multiple representation will not result, unless that designated representative represents more than one client in the same trade, and will require consent in writing for such multiple representation. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the seller and the buyer client is as more particularly set out in the agreement with the respective seller or buyer.

4. FINDERS FEES: The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the Commission as described above.

5. REFERRAL OF ENQUIRIES: The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period, the Seller agrees to pay the Listing Brokerage the amount of Commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.

6. MARKETING: The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act. The Seller acknowledges the Brokerage in accordance with MLS® Rules and Regulations, and the Canadian Real Estate Association REALTOR® Code of Ethics, this Listing shall be, within three (3) days of Public Marketing, placed on an MLS® System for cooperation with other REALTORS®.

7. WARRANTY: The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.

8. INDEMNIFICATION AND INSURANCE: The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the Commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form. The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.

9. FAMILY LAW ACT: The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.

10. VERIFICATION OF INFORMATION: The Seller authorizes the Listing Brokerage to obtain any information affecting the Property from any regulatory authorities, governments, mortgagees or others and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):



11. USE AND DISTRIBUTION OF INFORMATION: The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

Does

Does Not

- 12. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 13. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between the Seller and the Listing Brokerage. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.
- 14. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 15. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

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

.....
(Date)

.....
(Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on any accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

.....
(Signature of Seller)

Seal

.....
(Date)

.....
(Tel. No.)

.....
(Signature of Seller)

Seal

.....
(Date)

.....
(Tel. No.)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

.....
(Spouse)

Seal

.....
(Date)

.....
(Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record
(Name of Salesperson/Broker/Broker of Record)
hereby declares that he/she is insured as required by TRESA.

.....
(Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT
The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the day of, 20

.....
(Signature of Seller)

.....
(Date)

.....
(Signature of Seller)

.....
(Date)

Schedule A
Listing Agreement
Seller Designated Representation Agreement
Authority to Offer for Sale

This Schedule is attached to and forms part of the Listing Agreement Seller Designated Representation Agreement, Authority to Offer for Sale (Agreement) between:

BROKERAGE:.....,and

SELLER:

PROPERTY:.....

This Schedule to the Agreement, *inter alia*, sets out the details of the provision of services, confidentiality and representation by the Brokerage and Designated Representative, and subject to the terms of Clause 13 in the Agreement (Conflict or Discrepancy), is in addition to provision of services, confidentiality and representation set out in the Agreement.

This form must be initialised by all parties to the Agreement.

INITIALS OF LISTING BROKERAGE:

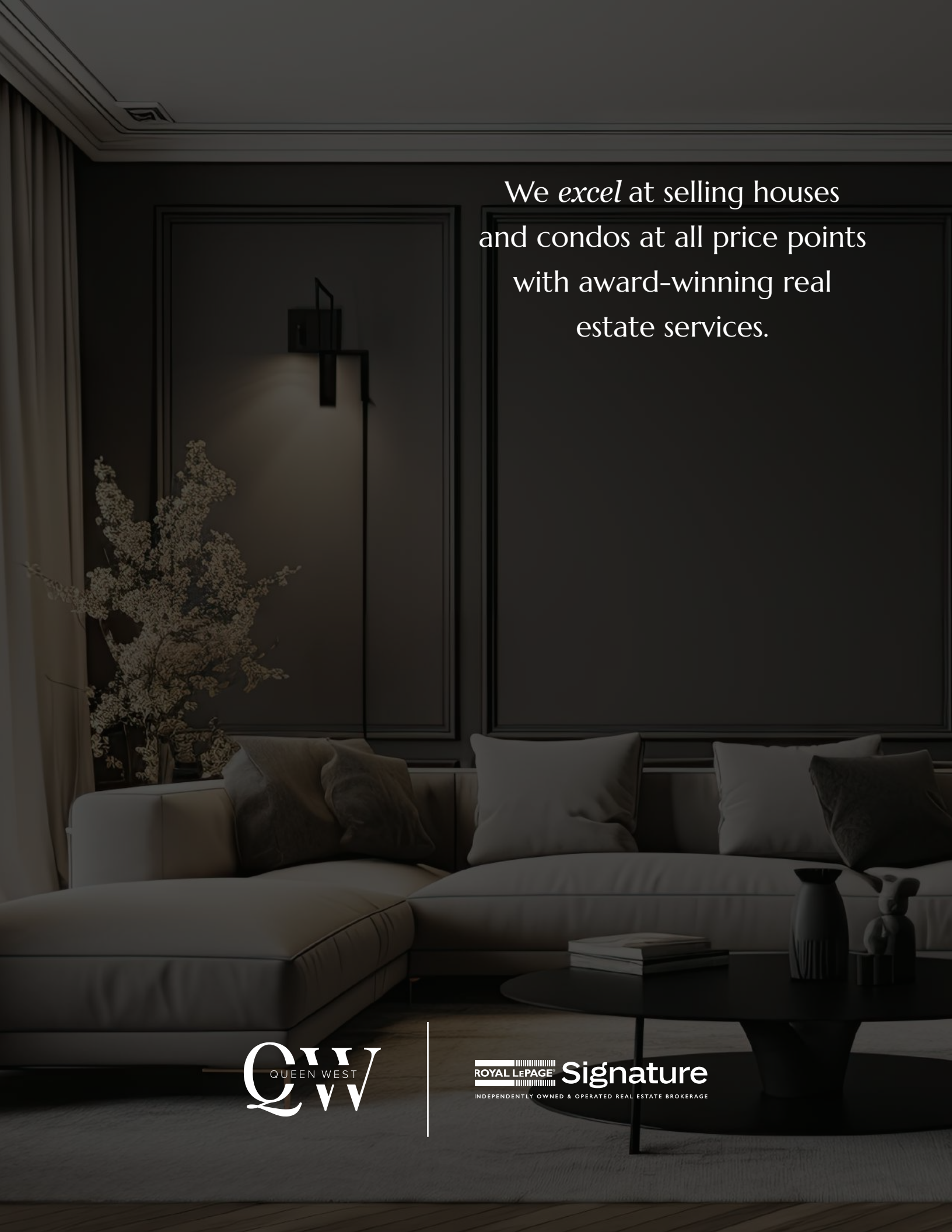
INITIALS OF SELLER(S):

[illegible]

SCAN TO GET STARTED WITH
YOUR ZERO-PRESSURE HOME
EVALUATION.



R L P S



We *excel* at selling houses
and condos at all price points
with award-winning real
estate services.

QW
QUEEN WEST

ROYAL LEPAGE Signature
INDEPENDENTLY OWNED & OPERATED REAL ESTATE BROKERAGE