

AGREEMENT OF PURCHASE AND SALE

1. DATE & PLACE: _____

2. SELLER: _____

3. BUYER: _____

4. PROPERTY: _____

5. PURCHASE PRICE: _____

(a) \$ _____

payable on the signing of this Agreement:

(b) \$ _____

being the balance of the purchase price subject to adjustments.

6. AGREEMENT: The Seller agrees to sell and the Buyer agrees to buy the premises for \$ _____ as set out above.

7. CLOSING DATE: _____

8. POSSESSION DATE: _____

9. TITLE: (a) The Buyer is to examine the title at his own expense and the Seller is not bound to produce evidence of title except such as in his possession or control. The Buyer is to make objections and requisition on or before the closing date. In the event that the Seller is unable or unwilling to satisfy such objections or requisition prior to the date of closing, then the Seller shall return the deposit referred to in paragraph 5(a) herein, to the Buyer without interest or bonus and this Agreement shall become null and void.

(b) The Seller agrees to deliver to the Buyer on the closing date a valid and effective Deed conveying marketable title to the premises free from encumbrances.

10. UTILITIES, TAXES, etc. Taxes, water rates, rentals, oil utilities, if any, are to be pro-rated between the parties as of the closing date.

11. CONDITIONS:

(a) This Agreement is conditional upon the Vendor providing to the Purchaser, on closing, a declaration containing a warranty that the Vendors have not caused or permitted any environmental contaminants to be placed, stored, or brought upon the property during their ownership and occupation of it, and there are no litigations, charges, investigations, or prosecutions pending with respect to environmental contaminants on the property.

(b) This Agreement is conditional upon the Vendor providing to the Purchaser, on closing, a declaration containing a warranty that the property does not contain urea formaldehyde foam insulation.

(c) _____

IT IS HEREBY AGREED that this Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED)	
In the presence of:)	
)	
)	
_____)	_____
Witness)	Vendor
)	
)	_____
)	Vendor
)	
)	
_____)	_____
Witness)	Purchaser
)	
)	_____
)	Purchaser
)	