

## OFFER TO PURCHASE

To the "Vendor":

Name	
Address	
Phone	
E-mail	

From the "Purchaser":

Name	
Address	
Phone	
E-mail	

Offer to purchase the "Property" known as:

Civic	
Legal	
Included Contents	
Excluded Contents	
Existing Surveyor's Certificate	<input type="checkbox"/> Vendor will supply <input type="checkbox"/> Vendor will not supply <input type="checkbox"/> Vendor and Purchaser will split the cost of a new one
Closing Date / Possession Date	
Purchase Price	

As follows:

\$	The Purchaser shall pay a Deposit in trust with Benesh Bitz & Company within 24 hours of acceptance by the vendor pending completion or other termination of this Agreement and shall be credited on account of purchase price on closing. The Deposit is paid to guarantee the Purchaser's full and timely closing and completion of the transaction in accordance with this Agreement. In the event of the Purchaser's failure or refusal to so close and complete this transaction such that he is in default, the deposit shall be forfeited to the Vendor, absolutely. In the event this offer is not accepted by the Vendor, the deposit is to be refunded.
\$	Plus or minus adjustments paid on Closing Date. The Purchaser agrees to pay interest at the rate of Bank of Canada Overnight Target Rate plus 4% on any portions of the purchase price not paid before the Closing Date to the date of payment.

**Closing Date** means date of vacant possession

**Adjustments** for taxes and others to be at Closing Date

The Property shall be at the risk of the Vendor until Closing Date and at the risk of the Purchaser thereafter.

Each party shall pay their own lawyer. The Purchaser pays any related financing and to register the transfer.

**Warranties:**

Vendor:

- Is not a non-resident of Canada within the meaning of the *Income Tax Act (Canada)*.
- Is the true beneficial owner of the Property and has the full power and right to sell and convey title to the Purchaser.
- The buildings located on the Property do not contain urea formaldehyde foam insulation or asbestos and there are no encroachments or known environmental contaminants.
- The building or building located on the Property comply with the zoning bylaws of the City of Saskatoon (*if applicable*)
- The property included in the purchase price shall be transferred free and clear of all encumbrances, debts or liabilities except for those assumed by the Purchaser.
- There are no other representations, warranties, guarantees, or promises other than those contained in this Offer and the Purchaser acknowledges that, except as specifically contained in this Offer, no reliance has been placed upon any representation, warranty, promise, undertaking, or statement made or given by or on behalf of the Vendor, express or implied, verbal or written, concerning the Premises in electing to proceed with the purchase thereof.

This Offer shall be irrevocable by the Purchaser until \_\_\_\_ o'clock a.m./p.m. on the \_\_\_\_ day of \_\_\_\_\_, 20

, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest. If accepted, this is a binding agreement. Failure or refusal on the Purchaser's part to complete the said transaction shall render the contract voidable by the Vendor, and, if voided, the deposit shall be forfeited to the Vendor.

This Offer is subject to:

- The Purchaser obtaining on or before satisfactory mortgage financing and a home inspection report.

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In the event the conditions are not met or waived, this Agreement may for any reason save the willful default of the Purchaser be cancelled, and in the event of cancellation, the deposit shall be refunded to the Purchaser and all parties are released from all obligations hereunder.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20

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\_\_\_\_\_  
Purchaser –

\_\_\_\_\_  
Purchaser –

\_\_\_\_\_  
Witness -

Solicitor for the Purchaser:  
\_\_\_\_\_

**ACCEPTANCE**

The Vendor accepts the Offer.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20

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\_\_\_\_\_  
Witness

\_\_\_\_\_  
Vendor –

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Vendor –

Solicitor for the Vendor:  
\_\_\_\_\_