

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

**BUYER**, ....., and

**SELLER**, Matt Marek .....

for the property known as 64 Margueretta St. Toronto, ON, .....

M6H 3S3 ..... dated the ..... day of ....., 20<sup>17</sup> .....

The Buyer agrees to provide the Seller's agent with a certified cheque or bank draft for the deposit amount, upon acceptance of this offer or within 24 hours of acceptance of this offer.

The Buyer acknowledges and agrees that the deposit holder (RE/MAX Hallmark Realty Ltd., Brokerage) discloses that the depositor's funds are being held in a variable interest rate account "In Trust", as specified by the Real Estate Business Brokers Act 2002 Section 27, at the current rate of Prime less 2.15%. For all purposes of this notice, the terms "banking days" or "business days" shall mean any day, other than Saturday, Sunday or statutory holiday in the Province of Ontario. Should the amount of interest calculated be more than \$50.00 the deposit holder shall pay to the depositor the interest accrued on the successful completion of this transaction; otherwise the deposit holder will retain it. The Buyer agrees that this Schedule forms part of the terms of the Trust. No interest shall be paid to the Buyer unless the Buyer provides the deposit holder with a Social Insurance Number for use on the T5 form by no later than THIRTY(30) days following completion of this transaction. Any Interest cheques issued by the deposit holder and not negotiated within SIX (6) months following completion of the herein transaction shall be forfeited to the deposit holder.

The Buyer and Seller acknowledge that all measurements and information provided by RE/MAX Hallmark Realty Ltd., Brokerage in the MLS listing, feature sheet(s), any pre-list home inspection report and any other marketing materials has been obtained from sources deemed reliable. However, it has been provided to the Buyer for general information purposes only and as such RE/MAX Hallmark and the Seller do not warrant their accuracy nor make any representations or warranties regarding contents of same. Reliance upon any and all information contained in the marketing materials is at the Buyer's risk and as such the Buyer is advised to verify any measurements or other information upon which he or she is relying.

This Agreement of Purchase and Sale may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. This Agreement of Purchase and Sale may be executed and delivered by electronic means, including by email transmission in PDF format, and each of the parties hereto may rely on such electronic execution as though it were an original hand-written document. Any party so executing and transmitting this Agreement of Purchase and Sale by fax or email shall, immediately following a request by any other party, provide an originally executed counterpart of this Agreement of Purchase and Sale.

The Buyer and Seller hereby grant the Listing Brokerage and Listing Agent permission to continue to market the property, once the terms of this Agreement of Purchase and Sale becomes unconditional, including "just sold" postcards and full property details published in all media.

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

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 

