

**Schedule B
Agreement of Purchase and Sale**

Form 105

for use in the Province of Ontario

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

BUYER:, and

SELLER:

for the property known as

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

DEPOSIT:

The parties to this agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in an interest-bearing statutory Real Estate Trust Account that earns interest at Prime minus 2.1%. The Brokerage calculates and pays interest to the beneficial owner of the trust money minus an Administrative Fee of \$75.00. In the event the interest earned does not exceed \$75.00, such interest will be retained by the Brokerage, and the Administrative Fee will not be charged, and no statement of accounting will be provided. Where the deposit is from a private individual (not a corporation) no interest will be paid to the individual unless that individual provides the Listing Brokerage with a Social Insurance Number and mailing address for T5 purposes delivered to Keller Williams Innovation Realty, Brokerage, 640 Riverbend Drive, Kitchener ON N2K3S2, in writing, no less than ten (10) days prior to the transaction closing.

The Buyer hereby covenants and represents, that at the time of submission of this Agreement of Purchase and Sale, the Buyer has not submitted offers on multiple properties at the same time, nor is the Buyer party to other offers on other properties that are currently accepted (and not Mutually Released), or that are irrevocable for acceptance, and the Buyer further covenants not to be party to any of the aforementioned during the currency of this offer without the Buyer's full intent or ability to fulfill their obligations on all submitted offers, which includes, but is not necessarily limited to the submission of the deposit as described herein.

Further, the Buyer acknowledges that by execution of this Agreement of Purchase and Sale, they are creating a binding Agreement, whether or not they have submitted the deposit, and that they are under strict obligation to remit the deposit as per the deposit requirements and timeline contained herein. Failing which, the parties to this Agreement irrevocably acknowledge and agree that the Seller shall be at liberty to offer the property for sale, without the requirement for a Mutual Release, and shall also be at liberty to sell the property to another party, without the requirement for a Mutual Release, noting that notwithstanding the aforementioned, failure to remit the deposit as specified herein, may still be deemed an anticipatory breach of this Agreement of Purchase and Sale, with the Seller reserving the right to seek damages and any other remedies available to them.

In addition to any other provision in this Agreement of Purchase and Sale ("this Agreement") or any Schedule hereto, the parties agree that any good faith deposit to be delivered by the Buyer to the Deposit Holder named in this Agreement may be delivered by way of Electronic Funds Transfer (EFT) to a Trust account designated by the Deposit Holder. In the event the Buyer elects to make the good faith deposit by way of EFT, the Buyer agrees to provide the Deposit Holder with all such information required from the Buyer in order to be able to affect an EFT from the Buyer's bank account to the to the account designated by the Deposit Holder, within the time specified in the "deposit" section of this Agreement. The Buyer acknowledges that in the event the Deposit Holder is Keller Williams Innovation Realty, Brokerage, any EFT funds received by the Deposit Holder shall be held by it for a minimum of five (5) banking days before being released to any party.

DEFINITION OF "BANKING DAYS":

For all purposes of this agreement the term "banking day" or "business day" shall mean until 11:59 PM on any day other than Saturday, Sunday, or statutory holiday in Ontario.

ADVERTISING:

That in accordance with the Federal Privacy Act (PIPEDA) upon acceptance of this Agreement, all parties to this transaction hereby consent and authorize Keller Williams Innovation Realty, Brokerage, to distribute and use all statistical sale information, including price, address and photographs of the property, as a sold property or in future marketing materials. Such promotion shall not include the names of the Buyer or Seller. This authority extends beyond the closing date of this transaction.

APPRAISAL:

The Seller hereby acknowledges that it may be a requirement of the Buyer's lender to have an appraiser access the entire subject property prior to closing. The Seller covenants and agrees to provide access for such purposes and further acknowledges that this may be in addition to the Buyer's specified visits contained herein.

BUYER VISITS:

In the event this agreement allows for a buyer revisit appointment(s), said appointment(s) shall be limited to one hour in length and limited to specifically the buyer(s) named in this agreement and the buyer's agent unless otherwise agreed to in writing by the Seller(s) not less than 24 hours before the revisit appointment.

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

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 