

# OREA Residential Real Estate (Form 100): Guidance and Practice Tips

Practical Guidance Lawyer Team

**Go to:** Agreement of Purchase and Sale (Residential Property) Used Residential Property

## ***Maintained***

This practice note reviews the various sections and provisions of the Ontario Real Estate Association ("OREA") Form 100 for residential property transactions to provide a description of the purpose of each section and the meaning of the terms. The practice note assumes that you are already working with, or have access to, the appropriate OREA form (2021).

Final Paragraph: For guidance on completing other OREA forms, see the practice notes: OREA Residential Condominium Resale: (Form 101) Guidance and Practice Tips, OREA Commercial Condo Resale (Form 501): Guidance and Practice Tips and OREA Commercial Real Estate (Form 500): Guidance and Practice Tips.

## **Agreement of Purchase and Sale (Residential Property) Used Residential Property**

The OREA (Form 100) Agreement of Purchase and Sale (Residential) was created with the intention of providing Buyers (Purchasers) and Sellers (Vendors) with a "pre-set and standardized text" which would still allow them to insert their own particular details and numbers for completing the purchase and sale of a residential real estate property. This could be freehold houses, townhomes, used recreational (e.g., cottage) property or even duplex/triplex/multiplex apartment buildings. *Resale residential condominium units are covered by OREA Form 101.*

There is usually a real estate broker involved in the preparation of the OREA form. The broker cannot offer "legal advice" to its client and this instead falls to the lawyers for the respective Buyer and Seller.

The pre-set wording (known as the "*boilerplate text*") of various provisions and sections in the OREA form may be amended. These amendments should only be done with careful consideration and must have mutual agreement between the parties. Mutual agreement by both parties is usually demonstrated by initialing the changes to the boilerplate text. Wherever possible the boilerplate language should be left as it is drafted if the parties involved cannot come to some other agreement.

## ***General Use of the Standard Form 100***

The Agreement of Purchase and Sale (hereafter, the "APS") is the principle standard document that is used to outline the Buyer's interest in purchasing the property and negotiating the terms of the transaction. This document is often known as "*an Offer*" when first presented by one party to the other. The "Offer" allows the Buyer an opportunity to outline, in detail, all of the terms and pre-conditions they wish to be in the written contract for the purchase of the Seller's property. Some common examples of a Buyer's pre-conditions include securing appropriate financing (that is, obtaining an acceptable mortgage) to purchase the property, completing a property inspection before committing to complete the transaction, (such as for determining if there are environmental hazards), or ensuring that the property has proper zoning for the Buyer's needs. After the Offer is prepared and signed by the Buyer, it is presented to the Seller for its own consideration and possible acceptance. The Seller may want to make many changes to the Offer for the Buyer to then consider. This process can continue back and forth several times as a form of negotiation between the two sides to reach a final agreement.

## ***Identifying the Parties to the Agreement***

The initial blank spaces to be filled in by both the Buyer and the Seller will include details about the date of the APS,

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the Buyer's and Seller's proper legal names, and an accurate legal description and municipal address of the property.

When acting for the Buyer, caution should be taken to ensure that the legal name used includes a possible condition for the assignment of the APS to a different party if the Buyer wishes to later assign the APS and indeed the residential unit to a separate person or "entity" to take title. The terminology often used is "... X (Buyer) in Trust for a person to be named later ..." or "... for a party to be named later ..."

The Buyer could also insist on including a provision in one of the Schedules to the Offer indicating that the Offer can be assigned prior to, or at closing, to a related or separate entity without the Seller's consent, other than via the Seller's signature on the APS. The Buyer could therefore pass all liability for completing the transaction to a third party, provided the Seller has been duly notified and consented to this in the APS itself.

#### *Real Property (Description)*

A further measure of caution should also be used when providing the municipal address and legal description of the real property in question. The Seller must ensure that they are able to convey and properly transfer to the Buyer the property they claim to be transferring under the APS's legal description. Outdated or incorrect legal descriptions could cause significant problems for the Seller if the Buyer can point out that the description is wrong, incomplete, not specific enough or in fact question if the Seller's "root of title" is accurate and provable. That is, that the Vendor truly is the party with the authority to transfer and convey the land as described. The Latin legal maxim "*Nemo Dat Quod Non Habet*" (one cannot give what one does not have), could come into play if a Seller forgets to provide the up to date and actual legal description for the property.

***For example: A Seller inserts a legal description into the Offer which promises to transfer Part 1 on Reference Plan 123 to the Buyer. The Seller takes this description from the Deed of Land that transferred the land to them many years ago when the land was still under the Registry System in Ontario. In the intervening years, a local government expropriated a portion of the Seller's land for municipal road expansion being described as Part 1 on Reference Plan 456 and the land was converted to Land Titles. The Offer contained the original Registry description. Clearly, the Seller no longer has that entire property, as originally described, to transfer to the Buyer. A more proper description would have been "... Part 1 on R-Plan 123 save and except for Part 1 on R-Plan 456 ..."***

#### *Purchase Price*

The Purchase Price is ultimately reached through negotiations and "haggling" between the Buyer and Seller. This section of the form is often seen passing back and forth between the two parties with many "strike throughs" cancelling one proposed price and replacing it with a different "counter-offered" price. Each stricken and replaced price amount must be careful to include a set of initials next to the new price or a full signature by each party before it is accepted as the final purchase price. This is intended to show a "meeting of the minds" which is fundamental to the creation of any binding contract in most common law jurisdictions such as Ontario. It may be useful to clearly print the final agreed Purchase Price in Schedule A.

#### *Deposit*

The Buyer includes a Deposit in the Offer to give it legal authority and make the offer a contractually binding document if accepted in the same form by the Seller. The Deposit represents "contractual consideration" and is deemed to be part of the purchase price if the transaction is successfully completed. It is adjusted as a credit in favour of the Buyer respecting the full and final purchase price on closing. Please note, however, that in unsuccessful transactions, the Buyer will ask for the Deposit to be returned. If the deal is terminated due to a breach on the Buyer's part, the Seller will seek to keep the Deposit as a compensation for "damages" caused by the Buyer's breach of the terms or duties under the agreement. It may be more accurate to say that the Deposit is

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"Partial Payment" of the Purchase Price in successful transactions and may become "liquidated damages" in unsuccessful deals.

The pre-printed form could be modified to require that a larger Deposit must be held in trust by the Seller and invested by the Seller in an interest bearing account pending the completion of the transaction (with the interest earned being credited in favour of the Buyer) . Such altered terms will depend on the size of the Deposit, the amount of time that could pass between placing the Deposit in trust with the Seller and closing the transaction, and other factors including how much interest could be potentially earned during the intervening time before closing.

The balance of the Purchase Price payments can be further detailed in Schedule A to the APS which can set out more specific details and steps in the payment process including second and even third Deposits after the initial Deposit is delivered to the Seller. These additional Deposits are sometime intended to demonstrate the Buyer's seriousness for closing the deal after the passage of various conditions and time limits.

### *Schedules*

The APS can have more than 1 schedule attached to it. At a minimum, the provided Schedule A will allow for details of how the deposit or deposits are to be paid and when they can be paid out. The Schedule could also include more details about the payment of the Purchase Price and the remaining balance for closing. Other Schedules can also be attached (as described later in this Practice Note) and they should be listed in this section to ensure that both sides agree that they form "**... part of this Agreement**".

### *Section 1. Irrevocability*

This section sets the deadline which the party making the Offer is willing to give the opposite party to accept the Offer. The initial proposing party cannot "revoke" the offer prior to the deadline. If the Offer is not accepted by the stated time, then the Offer is over and no longer binding on any of the parties to the transaction. The opposite side's counter-offer or proposed changes could instead form a new Irrevocability deadline which would be represented by striking the old time and date on the form and replacing it with a new time and date for accepting or rejecting the counter-offer. The two parties could negotiate back and forth in this manner several times. Caution should be taken to ensure that the deadline for Irrevocability is clearly marked on the Offer and all counter-offers to avoid confusion or mistakes.

If the Offer is not mutually accepted, the Deposit is supposed to be returned to the Buyer in full without interest, subject to any modification of this provision.

### *Section 2. Completion Date*

This is the date that the transaction is scheduled to be completed. *Please note* that completion dates can be a firm date and deadline or contingent on some series of events happening and then adding a fixed number of days (usually business days) after the completion of those pre-conditional events. For example, a Completion Date could be May 31, 2021 or "**... 10 Business Days after the Buyer waives its conditions contained in Schedule B ...** ". Usually the business days provision is to ensure that closing does not fall on a weekend, statutory holiday or some other time when proper closing and registration of closing documents cannot be completed. Furthermore, vacant possession of the real property is usually the default provision unless changed to allow the Seller to have more time to vacate the premises or to allow the Buyer to carry on with existing tenants.

### *Section 3. Notices*

While completing the terms of an agreement, various notices may need to be given at various different times. These can include notices which waive certain conditions or deliver draft documents for review by the opposite party. This section sets out the different options available in order to deliver notice between the two parties. If the Buyer and

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Seller are using real estate brokers and agents, the notice often allows these agents to receive and deliver notice on behalf of one party to the other. A provision is often added which also allows the respective legal counsel (lawyers) for the Buyer and Seller to also deliver and receive notices between themselves on behalf of their clients. This can make for a simpler, smoother and quicker delivery of notice. A record of notice delivery should be kept if proof is later required.

*Section 4. Chattels Included*

This section allows the Buyer and the Seller to list all additional items, separate from the real property itself, that they wish to be included in the purchase price. These items can include various chattels, such as kitchen appliances and yard maintenance machinery, which could easily be removed or left at the property on closing. The Seller must agree with the items to be included as part of the transfer and purchase price of the real property before signing the Offer. Often, the best strategy to follow is to clearly list all the chattels which the Buyer may want to take with the real property and all the items which the Seller is prepared to leave behind with the real property (**when in doubt, spell it out**). Clear descriptions of what is expected to remain in or on the property are strongly recommended. Furthermore, the Buyer and Seller may want to come to an understanding respecting the condition of the chattels, such as: "*(the items) are in working order as of the date of this Offer ...*" or "*(the items) are in an 'as is, where is' condition...*" The added description of the Chattels and their status becomes a contractual representation and warranty by one side to the other which the other side may then rely on.

*Section 5. Fixtures Excluded*

This section lists any "fixtures" that are "attached" to the property which the Buyer and the Seller have agreed will not be included in the transaction. For example, it could be a specific attachment for lighting, such as a dining room chandelier, or anything that conceivably seems to be affixed to the real property but could otherwise be removed by the Seller and taken with them. The same rules that apply for the chattels listed above should be followed here as well (*when in doubt spell it out*). Specific details of the items which the Seller wishes to remove on closing and which fixtures will remain should be drafted into the Offer (APS).

**A special note:** There is a legal debate concerning some items that are particularly heavy or very cumbersome to remove and whether or not they are "chattels" or "fixtures." The Buyer and Seller can always try to spell out and designate certain things as either chattels or fixtures, however, ambiguity or uncertainty could trigger a reference to case law which may provide unexpected results and designations based on specific facts and uses. An HVAC system for the property, respecting vents, ducts and outlets, is almost certainly a fixture, for example, but the specific furnace, air conditioner unit or fan could be a chattel, especially if rented.

*Section 6. Rental Items*

This section deals with items that are not included in the purchase price because they are currently being rented. A prime example could be a hot water tank that is being leased from a utility company. Other rented items could be alarm systems, furnaces, water softeners and air conditioners to name only a few. Special care should be taken to ensure that all rental items are set out in detail and the Buyer and Seller should come to an agreement on which rental items can be assigned and which cannot be assigned. Furthermore, the Seller should advise the Buyer if the proper paperwork is available to give a good and valid assignment of the item at closing or not.

*Section 7. HST*

Since July 2010, the province of Ontario has been under a Harmonized Sales Tax ("HST") regime in which the Federal Goods and Services Tax ("GST") and the Provincial Sales Tax have been unified as a single HST. This section explains how the HST is to be treated and if the HST is to be paid. The transaction is usually intended to be with the **HST in addition to the purchase price**. Drafters should be very careful to ensure that the purchase price either is **inclusive of the HST** or the **HST is in addition to the purchase price**.

**Used residential real estate transactions are normally HST exempt.** If the transaction is not subject to the HST, the Seller must certify to the Buyer that this is in fact true prior to closing. Generally speaking, **most "used" residential real estate does not trigger HST.** The HST would have been paid by the first purchaser when the residential property was first built and sold (such as through a developer or home builder) and the residential unit was a "new product". **However, if a used residential property has been significantly renovated or remodeled, at or above a set** Canada Revenue Agency ("CRA") threshold of 90% of the interior gutted and rebuilt, then HST would be triggered at the time of the next sale. The significantly gutted and rebuilt house would essentially be a new residential housing product for sale triggering HST.

### *Section 8. Title Search*

The section provides the time limits for the Buyer's lawyer to do the necessary searches on the title and review the status of the property. These will likely include matters such as checking the title to ensure that the Buyer is going to obtain valid title, or as sometimes it is said, **"good and marketable title"**, and that there are no outstanding work orders, liens, writs of execution, or other "clouds" or "clutter" on title which could complicate matters for the Buyer after the transaction has been completed.

It should also be noted that a time limit is set for most title searches often being until 6:00 P.M. on a certain date, which is known as a "requisition date". The purpose of the requisition date is to fix a time period by which the Buyer's lawyer must have presented a letter ("requisition letter") containing a list of requests or demands to the Seller's lawyer outlining problems and issues that may have been found as part of the title search. For example, a registered current or prior mortgage, a current or expired municipal notice, or an unexpected Transfer of Easement to name just a few. These requisitions may include off-title searches that deal with unpaid property tax and utility bills, a construction lien, writs of execution and other things which could complicate the receipt and delivery of good and marketable title. The title search provision sets out the Requisition Date by which time the Buyer's lawyer may set out objections and issues to be resolved prior to closing. The printed pre-set terms also grant the Buyer the authority to make enquiries, search public records, and to obtain the Seller's authorization if needed.

It is generally a good practice to list out the most important requisitions at the beginning of the requisition letter rather than buried at the end of the letter. Requisitions such as for mortgage discharges, removal of outdated/antiquated instruments on title, and the settlement of outstanding unpaid property taxes, the Ontario *Planning Act*, R.S.O. 1990, c. P.13, approvals and/or other urgent deliveries prior to closing may take some time to accomplish. Setting them out at the start of the letter both assists the Seller's lawyer to obtain these items and makes it clear what the Buyer holds important respecting title to the property.

It is of the utmost importance that a Buyer's lawyer sends out the requisition letter to the Seller's lawyer within the time limit designated by the APS. Failure to do so may render otherwise valid requisitions "out of time" and this may force the Buyer to accept title to a property which may still have defects.

### *Section 9. Future Use*

The Buyer is told what the current use of the property is at the time of the transaction. That is, the use from a zoning and land use planning perspective. There is no guarantee given that in the years after closing the zoning will remain exactly the same. Future use of the property becomes an issue for the Buyer, as the new owner, to deal with on its own. The Seller can only claim what is known or ought to be known at the time the transaction is completed.

### *Section 10. Title*

This section provides that the Buyer is entitled to "good and free" title but must accept the title subject to any easements for the supply of telephone services, electricity, gas, sewers, water and other utilities or improvements that may be required for the property to function. Furthermore, the Buyer has to accept the title subject to any

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restrictive covenants as long as they are complied with and run with the land. If there are any municipal agreements, zoning bylaws or utility or service contracts, the Buyer must assume them. If within the Title Search (as described above) deadline, valid requisitions are presented by the Buyer's lawyer to the Seller's lawyer, which the Buyer will not waive and the Seller is unable or unwilling to remove, the transaction comes to an end with the Deposit returned to the Buyer.

*Section 11. Closing Arrangements*

This section explains how the transaction is to be completed. Closing documents and monies are to be held by the respective parties in trust pending the registration of the Transfer of Land and change in registered ownership. The arrangement is supposed to be governed by a Document Registration Agreement executed between the lawyers for both parties pursuant to the requirements of the Law Society of Ontario ("LSO"). All transactions in Ontario are to be completed electronically, with very few remaining exceptions for non-converted lands. This section sets out how the closing is to proceed.

*Section 12. Documents and Discharge*

This section provides that the Seller will give to the Buyer any documents they have (such as surveys, rental contracts, certificates, *etc.*), while the Buyer cannot ask for documents which the Seller doesn't have. When there is a mortgage on the property in favor of a Chartered Bank, Trust Company, Insurance Company, Credit Union, in most instances, a discharge is not available for registration on closing. This section therefore sets out the procedure for dealing with these matters. A mortgage other than those from an "institutional lender" set out above must be paid out and discharged on closing. This is particularly true of private or non-institutional lenders. Special arrangements have to be made to ensure that the private lenders have a deliverable discharge for the date of closing and only need money delivered to satisfy the registration of the said private mortgage discharge.

Generally, Buyers may accept an undertaking to discharge an institutional mortgage at closing, particularly if backed by a discharge statement and a direction to pay out the required amount. Such an undertaking is not acceptable for private mortgages and greater preparation must be used to ensure that a valid discharge is available for the date of closing.

*Section 13. Inspection*

This section makes it known that the Buyer has had the opportunity to do a personal inspection of the property it is purchasing. If the Buyer wishes to have a "professional inspection" completed on the property prior to closing, it should be listed as a pre-closing condition and outlined in Schedule B.

*Section 14. Insurance*

This section says that the Seller is responsible for the property until closing. The Seller must also maintain fire and other relevant insurance policies, if any, on the property until closing. If there is a fire before closing, *e.g.*, the Buyer has two choices: (a) they can either not buy the property; or (b) they can have insurance money paid to them and take the property as it is.

*Section 15. Planning Act*

This section says that the agreement is subject to compliance with the *Planning Act*. This statute governs things like severances and part-lot control of subdivided property. It is most important that this particular section is taken seriously because a violation of the *Planning Act* in the province of Ontario means the transaction is **void**. That is to say that the transaction never actually happened. This could have devastating consequences for subsequent mortgages and other interests registered on title.

### *Section 16. Document Preparation*

This section explains that the Buyer will take responsibility to pay for the preparation of its own mortgage documents and its own land transfer tax affidavit. The Seller in the meantime is responsible for preparing a Deed/Transfer of Land to convey the property. The registration of the documents is usually at the Buyer's expense.

### *Section 17. Residency*

The Seller's "residency in Canada" could have significant financial consequences for the transaction. This provision is intended to ensure that the Seller is a resident of Canada or, if it is a non-resident, that it has paid any taxes owed and payable under the non-residency provisions of the Income Act and other relevant taxation legislation. The Buyer is allowed to claim the amount held back for tax payment as part of the purchase price unless the Seller delivers a Statutory Declaration that it is not a "non-resident" of Canada.

### *Section 18. Adjustments*

This section provides that certain charges applicable to the property such as property taxes or utilities will be adjusted on the Completion Date. The Buyer will assume responsibility beginning on the day of the completion of the sale. As a general rule, everything up to and excluding the closing date is attributed to the Seller and the closing date itself and afterwards is attributed to the Buyer. This is so even if the transaction occurs relatively late in the day.

### *Section 19. Property Assessment*

The property may be re-evaluated or reassessed on an annual basis. The Buyer and Seller agree that changes may take place and each side cannot therefore be held responsible for any such changes from time to time. The Buyer and Seller should not be held responsible for assessments and reassessments that occur after the transaction has been completed. Provisions are sometimes included which contemplate a readjustment of the purchase price if property tax rebates are provided or additional charges are levied after closing which could have been attributable to the prior owner (the Seller).

### *Section 20. Time Limits*

All deadlines must be met according to the dates and times stated in the agreement. "Time is of the essence" means that deadlines are firm and obligatory unless both sides agree to changes and to be lenient. In other words, time limits are real fixed obligations imposed on both sides of the transaction and must be met on time for that party not to commit a breach of the agreement.

### *Section 21. Tender*

In order to demonstrate that a party is "**ready, willing and able**" to complete a transaction, a party must produce certain items. For the Buyer it is generally money to close the deal and for the Seller it will include things such as a Transfer/Deed of Land that can be registered on title and keys. This section therefore sets out how each party performs their side of the transaction by delivery of closing items and monies to the respective lawyers for the two parties. Funds for closing are usually drawn on a solicitor's trust account in the form of a bank draft, certified cheque, or wire transfer. Cash transactions would violate anti-money laundering rules currently in place in Ontario and throughout Canada.

### *Section 22. Family Law Act*

This section allows the Seller to state that no spouse has a claim to the property, other than a spouse who may

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have consented to the contract in the signature area set aside for that purpose later in the APS. If spousal consent is not required, because the property is not, for example, a "matrimonial home", then the Seller is representing this to the Buyer and the Buyer is expecting to rely on the Seller's statement. The Seller must therefore be careful to ensure that this statement is correct (please see the "Spousal Consent Signature" notes below).

*Section 23. UFFI*

This section is a special section in which the Seller warrants that while occupying and owning the property it has not used insulation that contains urea formaldehyde foam insulation ("UFFI"). Furthermore, the Seller is not aware of that kind of insulation ever having been used at the property. Given that urea formaldehyde has been banned in Canada since 1980, newer built properties constructed after that ban went into effect often supplement this section with comments about certain other insulation with dangerous materials, such as asbestos, which may have been installed at the property.

*Section 24. Legal, Accounting and Environmental Advice*

The Brokers involved in arranging the Offer and the APS are not to be relied upon for legal, tax or environmental advice. The parties are obliged to obtain their own independent legal, accounting, and other relevant advice.

*Section 25. Consumer Reports*

This section notifies the Buyer that a personal credit check may be obtained by the Seller. In other words, the Buyer is consenting to the release of credit information to the Seller to provide evidence that it actually can complete the transaction and obtain its required funding.

*Section 26. Agreement in Writing*

If there is any conflict or discrepancy between the pre-written portion of the form and any provisions which are added by either party, then the added provisions will supersede the pre-written boilerplate text. This section also confirms that no other agreements have been made other than what is contained in the APS or the Offer itself. The APS is intended to be the full agreement between the Buyer and the Seller regardless of any oral agreements or implied other provisions that may have been made prior to the execution of the APS. Furthermore, the portions of the Agreement that are added on between Buyer and Seller should be initialed by both Buyer and Seller to evidence that they have actually agreed upon the additional terms.

*Section 27. Time and Date*

Any time and date stated in the agreement must be based on the time and date where the property is located for the purposes of closing. Therefore, the reference to a time limit or a time of day by which something must be done should be the time at the location of the property on the day in question whether that is during Standard Time or Daylight Saving Time periods.

*Section 28. Successors and Assigns*

If one of the parties to the Agreement becomes deceased, or for whatever reason cannot complete this transaction, the heirs, successors or assigns of that party are bound by the agreement. In other words, the other party can rely on this provision to ensure that the transaction is completed.

Furthermore, each of the two parties sign the APS under this section to create a valid and binding written contract between them.

*Spousal Consent Signature*

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The consent of the spouse by way of signature may be required for the transaction to be fully authorized. This provision is intended to preserve the rights of spouses under the Ontario *Family Law Act*, R.S.O. 1990, c. F.3, and ensure that individuals selling residential property cannot use the sale of the property to defeat possible claims on that property by the spouse in the event of a marriage breakdown (please refer to the notes for Section 22 above).

*Confirmation of Acceptance*

This provision is intended to confirm that all changes made to the APS, in writing or by typed amendment, and agreed to by both parties, were finally accepted by both parties as of a certain date. This section is intended to provide certainty about the existence of a valid written contract.

*Information on Brokerage(s)*

This section simply provides contact and identification information about the brokers representing each party to the APS

*Acknowledgement*

Each party is to sign and acknowledge that they have, in fact, received a copy of the APS for their records and their reference with the same terms and conditions. The contact information of the Buyer and Seller's lawyers is also to be provided.

*Commission Trust Agreement*

This provision is strictly for the benefit of the Brokers involved in the transaction to ensure that Deposits and other monies are held in trust pending completion, termination or any other event which may trigger the release of the said funds.

*Schedule A*

In Schedule A, the Buyer and Seller can outline in more detail how the balance of the purchase price is to be paid. The Schedule may also provide other information related to potential payment of the purchase price by way of a Vendor Take Back ("VTB") mortgage if not all the funds can be provided at closing. Other arrangements that are agreeable to both sides, in order to bring the transaction to a conclusion, can also be outlined in this Schedule.

*Schedule B*

The Buyer and Seller may use Schedule B to add in any other details or peculiarities about their transaction they may want to include. The provisions of Schedule B can directly offset the boilerplate text contained in the form and supersede those terms with whatever terms and conditions the Buyer and Seller may have decided to insert between themselves. In essence, the fundamental terms of the agreement can be spelled out in a very complex and detailed schedule by rendering most of the standard boilerplate text irrelevant for the purposes of the transaction.

It must be cautioned however that a conflict is to be avoided wherever possible. The written in (added) portions of the agreement should not be so convoluted as to create confusion in the minds of either the Buyer or Seller once the agreement has been signed.

*Schedule C and Other Schedules*

Often times, Schedules other than A or B are used to attach special things such as sketches of the property in

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question, lists of items to be sold or not sold (Chattels, Fixtures, Rental Items, Property Maintenance Items, *etc.*) and even conditions and limitation that are to be included in the closing documents and occasionally in the transfer of the land itself.

*Initials of the Buyer and Seller*

Each of the two parties to the transaction should initial the bottom of each page, other than the signature page, to confirm that they have reviewed the material printed on the page, agree to its terms and accept the pages of the APS as provided.

*Current as of: 10/18/2021*

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