

CONTRACT OF PURCHASE AND SALE

DATE: The ___ day of _____, 202__.

Submitted By: _____

MLS #: _____

Seller: David Donaldson	Buyer:
	Buyer:
Address: 103-300 St Ann's Road Campbell River, BC, V9W 4C6	Address:
Phone:	Phone:

PROPERTY ADDRESS: Unit # _____ 690 Smith Road,
Campbell River, BC

LEGAL DESCRIPTION: (Strata Lot # _____), District Lot 74, Sayward District, Plan _____,
PID: (____ - ____ - _____) (the "**Property**").

The Buyer agrees to purchase the Property from the Seller on the following terms and conditions:

- PURCHASE PRICE:** The purchase price of the Property will be \$ _____ +GST (the "**Purchase Price**").
- DEPOSIT:** A deposit of \$ _____ (being 10% of the Purchase Price) which will form part of the Purchase Price will be paid by the Buyer within 3 business days of acceptance of this Contract of Purchase and Sale being executed by both Buyer and Seller (the "**Deposit**"). All monies paid pursuant to this section (Deposit) will be paid in accordance with section 9 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to RE/MAX Check Realty Ltd and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the Real Estate Services Act pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court. Notwithstanding the foregoing, in the event the Vendor enters into a Deposit Protection Contract (as defined in the Real Estate Development Marketing Act), the

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Vendor's Solicitor will pay the Deposit to the Vendor upon receipt of the original or a true copy of the Deposit Protection Contract from an insurer. In such case, the Vendor may use the Deposit for purposes related to the Development, including without limitation, the construction and marketing of the Development in accordance with the provisions of the Real Estate Development Marketing Act. The Deposit and other monies received from the Purchaser will be held in trust in the manner required by Part 2 of the Real Estate Development Marketing Act until the earlier of: (a) the date the Vendor's Solicitor receives an original or true copy of the Deposit Protection Contract; or (b) the date the Deposit is to be applied to the final Purchase Price, or released to the Vendor or Buyer as applicable and in accordance with the terms of this Agreement

- 3. **TERMS AND CONDITIONS:** The purchase and sale of the Property is subject to the following conditions in addition to Schedule A which will form part of this Contract Of Purchase And Sale (**see attached Schedule A**) :

- 4. **COMPLETION:** The sale will be completed on the date described in the attached Schedule A (the "**Completion Date**") at the appropriate Land Title Office.

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- 5. **POSSESSION:** The Buyer will have vacant possession of the Property at 12 noon on the calendar date immediately following the Completion Date (the "**Possession Date**").
- 6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities and other charges from, and including the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the Completion Date (the "**Adjustment Date**")
- 7. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on _____, yr. _____
- 8. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, and except as otherwise set out herein.
- 9. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer, cash, or Lawyer's/Notary's or real estate brokerage's trust cheque.
- 10. **DOCUMENTS:** All documents required to give effect to this Contract of Purchase and Sale will be delivered in registerable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 11. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the Real Estate Services Act, on account of damages, without prejudice to the Seller's other remedies.
- 12. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 13. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event,

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the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.

- 19. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 20. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 21. **PLURAL:** In this Contract of Purchase and Sale, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 22. **GST:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 23. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "REALTOR®(s)") described in Section 20, the real estate boards of which those Brokerages and REA/TOR®s are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
 - a. for all purposes consistent with the transaction contemplated herein:
 - b. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - c. for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - d. for the purposes (and to the recipients) described in the British Columbia Real Estate Association's Privacy Notice and Consent form.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

- 19. **ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 24(C) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

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20. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with **(Kim Rollins* PREC & Brendon Renkema)** (Designated Agent(s)/REALTOR®(s)) who is/are licensed in relation to **RE/MAX Check Realty** (Brokerage).

B. The Buyer acknowledges having received, read and understood RECBC form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with _____ (Designated Agent(s)/REALTOR®(s)) who is/are licensed in relation to _____ (Brokerage).

C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with _____ (Designated Agent(s)/ REALTOR®(s)) who is/are licensed in relation to _____ (Brokerage), having signed a dual agency agreement with such Designated Agent(s)/REALTOR®(s) dated _____

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood RECBC form "Disclosure of Risks to Unrepresented Parties" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

E. If only (B) has been completed, the Seller acknowledges having received, read and understood RECBC form "Disclosure of Risks to Unrepresented Parties" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

21. **ACCEPTANCE IRREVOCABLE** (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- a. fulfill or waive the terms and conditions herein contained; and/or
- b. exercise any option(s) herein contained.

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22. THIS IS A LEGAL DOCUMENT, READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

23. OFFER: This offer or counter-offer will be open for acceptance until ___ o'clock __m. on _____, 202__ (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance) and upon acceptance of the offer or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

(WITNESS) (BUYER) (PRINT NAME)

(WITNESS) (BUYER) (PRINT NAME)

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or permanent resident as defined in the Immigration and Refugee Protection Act:

Yes No

24. ACCEPTANCE: The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated _____, 202__.

(WITNESS) (SELLER) (PRINT NAME)

(WITNESS) (SELLER) (PRINT NAME)

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Schedule A

The following terms and conditions apply and should be read as being included in the attached Contract of Purchase and Sale at paragraph 3:

- a. The Buyer and Seller agree that the Strata Lot for purposes of this Contract of Purchase and Sale is the Strata Lot referred to in the attached Contract of Purchase and Sale, the size of such Strata Lot being set out in the Disclosure Statement dated July 16, 2020 and as amended (the "Disclosure Statement").
- b. Title to the Strata Lot shall be subject to the existing and proposed encumbrances set forth in the Disclosure Statement, excluding any encumbrances to be discharged as stated in the Disclosure Statement. The Buyer acknowledges that they have been provided a copy of the Disclosure Statement and afforded the opportunity to read the Disclosure Statement.
- c. The Buyer acknowledges that any, and all taxes, rates, levies payable or chargeable upon the Purchase and Sale of the Strata Lot herein, in particular, Provincial Property Transfer Tax and Federal Goods and Services Tax, are the responsibility of and shall be paid by the Buyer on the Completion of the Purchase of the Strata Lot. The Buyer is aware of the Property Purchase Tax of 1% on the 1st \$200,000 and 2% on the remainder up to and including \$2 million.
- d. The obligations of the Seller in this Contract of Purchase and Sale are subject to:
 - i. The deposit in the Victoria Land Title Office of the Strata Plan contemplated by the Disclosure Statement on or before December 31, 2024.

If the foregoing conditions have not been satisfied by the dates mentioned for each of the above conditions, then the Seller will notify the Buyer and this Contract will be null and void and the deposit shall be returned forthwith to the Buyer.

- e. The Completion Date as described in the Contract of Purchase and Sale will be determined as follows:
 - i. October 1 2024 - November 30 2024;
 - ii. a date agreed in writing by the Buyer and Seller.
- f. In the event that it is anticipated that the Strata Lot will not be ready to be occupied on the Completion Date as determined by the Seller, then upon written notice to the Buyer, or the Buyer's solicitor, given prior to the Completion Date, the Seller may extend the Completion Date until the date the Seller anticipates the Strata Lot will be ready to be occupied (the "Extension Notice").

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- i. The Seller may, on THIRTY (30) days' notice, further delay the Completion Date from time to time until the Strata Lot is ready to be occupied by providing subsequent Extension Notices.
 - ii. However, if the Completion Date has not occurred by SIX (6) months after the original Completion Date (the "Outside Date"), then either the Seller or the Buyer may terminate this Contract, less any non-resident withholding tax and the Seller's Solicitor's reasonable administration fee not to exceed \$100.00, will be returned to the Buyer, unless the parties agree in writing to extend the Completion Date.
 - iii. Provided that if the Seller is delayed from completing construction of the Property as a result of earthquake, floods, health pandemic or other act of god, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain for delay in obtaining labour, supplies, materials, or equipment, delay or failure by carriers or contractor, breakage or other casualty, climatic condition, interference of the Buyer or any other event of any nature whatsoever beyond the reasonable control of the Seller, the Completion Date will be extended for a period equivalent to such period of delay as determined by the Seller, acting reasonably. The Seller will give the Buyer, or the Buyer's Solicitor or Notary Public, notice of such delay not less than, FIFTEEN (15) days after the delay occurs. This right of extension is in addition to any other rights of extension in this Contract or agreed to by the parties. The Buyer will not be entitled to any compensation for the delay resulting from the operation of this paragraph.
 - iv. All Extension Notices may be given either to the Buyer's Solicitor or the Buyer at the address shown on page one of the Contract.
- g. GST under the *Excise Tax Act* will be payable on the Strata Lot by the Buyer to the Seller at the Completion Date. It will be the Buyer's responsibility to apply for any applicable GST rebate.
- h. The Buyer shall not assign their rights under this Contract of Purchase and Sale without the prior written consent of the Seller, which consent may be withheld at the absolute discretion of the Seller. The Buyer shall not advertise or offer the Strata Lot for sale prior to the Completion Date, without the express written consent of the Seller.
- i. Following any assignment, the Buyer will not be relieved of its obligations hereunder but will continue to remain liable to perform all obligations of the Buyer under the Contract. Each proposed party to an assignment agreement must provide the Seller with the information and records required under the *Real Estate Development Marketing Act*.

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- j. Each proposed party to an assignment agreement must provide the Seller with the information and records required under the *Real Estate Development Marketing Act*.
- k. Before the Seller consents to an assignment of a purchase agreement, the Seller will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting; (a) the party's identity; (b) the party's contact and business information; and (c) the terms of the assignment agreement. The Seller may, at its option charge an administration fee equal to 1% of the Purchase Price (excluding GST and applicable rebates) as consideration for agreeing to an assignment of the Buyer's interest in the Strata Lot or in the Contract and 10% of any profit realized by the Buyer as a result of the assignment and for any associated legal and administrative costs.
- l. Information and records collected by the Seller must be reported by the Seller to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the *Canada Revenue Agency*.
- m. The Seller will be entitled to sell and/or assign its rights, benefits and/or obligations under this Contract with the consent of the Buyer. In such cases, the Buyer acknowledges and confirms that; (a) the new developer will be the assignee of the Seller; and (b) other entities in the development of the Development may sell and/or assign their interest in the Development. An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the Buyer under the purchase agreement to another person or is a subsequent transfer.
- n. The Buyer acknowledges that the Buyer is buying a Strata Lot to be constructed substantially in accordance with the Disclosure Statement. The Buyer further acknowledges that the plans and specifications prepared by the Seller's architect and submitted to the City of Campbell River with the application for the development permit for the Development are subject to such modifications as may be determined by the architect, the City of Campbell River, or other approving authority. The Seller may make minor modifications in features, design, layout, window area and window location, and may use other materials other than as prescribed in the plans and specifications, if they are reasonably similar, to those which are prescribed, in the opinion of the Seller and the architect.
- o. The Buyer acknowledges and agrees that the only warranty given with respect to any aspect of the construction of the Strata Lot or the common property of the Development is the Warranty set out in the Disclosure Statement. It is agreed and understood that there are no representations, warranties, collateral terms or conditions affecting this Contract or the Strata Lot, or for which the Seller can be held responsible in any way,

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whether the warranty be contained in any sales material, brochures or videos or alleged against any sales representative or agent, other than what is expressly set out in the Disclosure Statement.

- p. The Seller warrants that they are or will be registered builders pursuant to the *Home Owners Protection Act* and that the property will be registered with an approved warranty provider, under HPO Number/Builder Number to be provided to the Buyer prior to the Completion Date. This warranty will not cover landscaping or fencing.
- q. No later than FIVE (5) days prior to the Completion Date, the Buyer and Seller or their representatives will arrange for a walk-through inspection of the Strata Lot and will complete a deficiency list of any items to be remedied by the Seller. Each party will sign, date, and retain a copy of the deficiency list.
 - i. The mutually agreed upon value of any deficiencies, not to exceed 10% of the purchase price will be held by the Seller's solicitors pending completion of the correction of the deficiencies. The Seller will carry out the correction of the deficiencies in a timely manner after the Completion Date and the Buyer will not be entitled to holdback any portion of the Purchase Price in respect thereof.
 - ii. The Buyer will permit the Seller and its representatives to enter the Property following the Completion Date during normal working hours without notice, in order to carry out work necessary to correct the deficiencies and to inspect such work.
 - iii. The Buyer acknowledges and agrees that neither the Buyer nor the Buyer's representatives, agents or assigns will be allowed access to the Strata Lot, except for the purpose of the pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Seller and it may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Seller.
- r. The Buyer hereby releases the Seller and its respective directors, officers, employees, agents, contractors and representatives (collectively, the "Released Parties") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Buyer or any person acting on behalf of the Buyer in the Development, or any act of omission of the Buyer or any person acting on behalf of the Buyer while within the Development. The Buyer hereby acknowledges, and the Seller hereby confirms that the Seller has acted as agent for and on behalf of the other Released Parties.
- s. Any notice to be given to the Buyer, including any amendment to the Disclosure Statement, will be good and sufficiently given if deposited in any postal receptacle in

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Canada or the Buyer's country of residence, addressed to the Buyer and sent by airmail, postage prepaid, or delivered by hand, or transmitted by electronic communication to the Buyer at the address set out above, or to the Buyer's Solicitor or Notary Public at their office, and shall be deemed to have been received if delivered or transmitted, when delivered or transmitted and if mailed, on the fourth business day (exclusive of Saturdays, Sundays, and Statutory Holidays) after such mailing.

- t. The Buyer acknowledges that the encumbrances relating to the Seller's financing may remain as a charge against the common property of the Development until the Seller has completed the sale of the balance of the strata lots in the Development whereupon the Seller covenants such encumbrances relating to its financing, will be discharged entirely.
- u. This Contract may be executed in several counter parts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery to the Seller of an executed copy of this Contract by any and, all electronic communication capable of producing a printed copy will be deemed to be execution and deliver to us of this Contract as of the date of successful transmission to the Seller.
- v. The Seller may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Seller, and the Seller reserves the right to alter the common property of the Development anytime and from time to time if, in its sole opinion, such as alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetrations, its operating efficiency or aesthetics.
- w. The Seller may continue to carry out the construction work in the Development after the completion of the purchase of the Strata Lot by the Buyer and that such work may cause inconvenience to the use and enjoyment of the Strata Lot. The Buyer will not impede or interfere with the Sellers completion of construction of other strata lots, the common property, or the Development;
- x. The Buyer acknowledges that the Seller or its affiliates may retain strata lots in the Development for use as sales and administrative offices and/or display suites for sales activities with the common property (including parking stalls and recreation facilities) of the Development or strata lots owned or leased by the Seller including maintaining display suites, other display area, parking areas and signage (including signage on the exterior of the Development) and permitting public access to the area for the purpose of marketing of any unsold strata lots. In addition, the Seller may conduct tours of the Development from time to time with prospective Buyers and hold events in connection with the marketing and sales activities. The Seller will act reasonably, to minimize disturbance to the Buyer
- y. The Buyer is aware that the monthly strata corporation interim budget and assessment as set out in the Disclosure Statement are estimates only;

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- z. All deposits paid by the Buyer, including interest earned if applicable, will be returned promptly to the Buyer upon notice of cancellation from the Buyer.

- aa. That portion, of the balance of the Purchase Price required by law to be held back by the Buyer in respect of the Builders' lien claims (the "Lien Holdback") shall be paid to the Seller's Solicitor on the Completion Date. The Lien Holdback shall be held in trust pursuant to the *Strata Property Act* and *Builders' Lien Act* of British Columbia (or successor statutes) solely in respect of lien claims made against the Strata Lot and registered in the Victoria Land Title Office in connection with work done or materials supplied at the behest of the Seller. The Seller's Solicitor is authorized to pay to the Seller, on the earlier of the date which the time for filing a claim under the *Builders' Lien Act* of British Columbia (or successor statutes) expires and the 56th day after the Strata Lot is conveyed to the Buyer, the Lien Holdback, less the amount of any builders' lien claims filed against the Strata Lot of which the Buyer or the Buyers' Solicitor or Notary notifies the Seller's Solicitor in writing by 2:00 p.m. (PT) on that day. The Buyer hereby authorizes the Seller to bring any legal proceedings required to clear title to the Strata Lot of any lien claims files with respect thereto including payment of funds into court if desired by the Seller.

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