

Alberta Real Estate Association
Residential Purchase Contract
Guide to Supplementary Clauses
August 2017

Disclaimer

The Alberta Real Estate Association (AREA) has created this document to assist its members in drafting terms, conditions and warranties to meet the needs of buyers and sellers in the preparation and negotiation of the Residential Real Estate Purchase Contract.

At no time are the provided clauses to be thought of as required wording. The clauses are to be considered as examples of acceptable contract language.

AREA accepts no liability for the use of information in this document and is not responsible in any way for the adequacy, sufficiency, accuracy or suitability of any of the clauses. Each transaction is unique and real estate agents and brokers are encouraged to seek professional advice when they are in doubt regarding the appropriate wording.

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- Ontario Real Estate Association

User Guide

Making changes to forms

One of the clauses in the General Terms section of the Purchase Contract indicates that “contract changes that are agreed to in writing will supersede the pre-printed clauses”. This means that if a clause or term is added that conflicts with a pre-printed term in the contract, the added clause will supersede or replace the pre-printed term. Best practice is to also stroke out the term that no longer applies. This will assist with the clarity of the contract terms. All changes must be initialed by both the seller and the buyer.

Conditions

A condition is a clause that needs to be satisfied or waived by a specific date that the parties have agreed to (Condition Day). When adding a condition to a contract, you are making the contract “subject to” some event happening. Be as specific as possible. Both the details of the condition and the date the condition is to be met (Condition Day) are important.

Terms

Contract terms are used to establish what the seller and buyer expect in the transaction. Unlike a condition, which if unsatisfied or not waived will end the contract, a term that is not met may not automatically end the contract. The wronged party can take action to decide what type of breach has occurred and what the suitable remedies might be.

If a term is required to be performed on an earlier date than the Completion Day, specify the details.

Warranties

The terms “representation and warranty” in the purchase contract are meant to indicate statements of fact that the seller or buyer are promising to be true. Representations and warranties are to be true as of the Completion Day.

Capitalized words

Where a word is capitalized in this document, it reflects how the word appears in the Purchase Contract and indicates a defined term. For example, section 1.1 of the Purchase Contract indicates “The Property is”, followed by a description of the real estate. This defines what the real estate is and from that point forward in the contract, the real estate is referred to as the “Property”.

Table of Contents – Clauses

Alarm System	7
System to be removed.....	7
System to remain in property but not monitored	7
System and monitoring to be assumed by buyer	7
Back-up offer	7
Seller is bound to another offer	7
Permits	8
Permits required but were not obtained – seller disclosure	8
Determining availability of permits – buyer condition.....	8
Seller to obtaining permits not previously obtained – buyer’s condition.....	8
Professional Cleaning Needed	8
Financing Condition Terms	9
Details of financing.....	9
Estate Sale	9
Goods and Services Tax (GST)	11
Seeking advice on GST	11
GST is not included in the Purchase Price	11
Independent advice	11
Property Inspection	11
Property Inspection – seller imposed limits	12
Property Inspection – specific item inspection or testing	12
Rental Contracts	13
Repairs Needed	13
Third Party Condition	14
Water Access Only	14
Seller Disclosure.....	14
Buyer acknowledgement.....	14
Walk-through	15
Water softener removal	15
Wood Stove/Fireplace Disclosure	15

Seller disclosure.....	15
Buyer acknowledgement.....	16
Illegal use.....	16
Hazardous material, safety, health or environmental issue.....	16
Seller disclosure of issue.....	17
Buyer confirmation of acceptance of risk.....	17
Seller disclosure on corrective measures.....	17
Specific issues do not exist.....	17
Buyer condition regarding the issue.....	18
HOA Fees Disclosure.....	18
Buyer’s condition.....	18
Investment Property.....	18
Buyer’s condition.....	18
No changes without consent.....	19
Seller’s warranty re documents.....	19
Flood Plain/Environmental Protection Area.....	19
Seller disclosure.....	19
Buyer condition.....	19
Heritage Property.....	19
Non-Resident.....	19
Buyer agent’s fee.....	20
Vacant Possession/Tenancy Clauses (New).....	20
Seller to give notice.....	21
Tenancy history – seller warranty.....	21
Landlord/tenant disputes – seller warranty.....	21
Insurance.....	21
Obtaining insurance – buyer condition.....	21
Receipt of insurance payout – seller warranty.....	22
Title Search.....	22
Land Use.....	22
Buyer conditions:.....	23
Seller warrants land use.....	23
Real Property Report (RPR).....	23

RPR – buyer’s condition	23
Title Insurance	24
Seller to pay cost of title insurance. RPR is not provided.....	24
Seller to pay cost of title insurance. Existing RPR is provided.....	24

Alarm System

System to be removed

The seller, at the seller's expense, will buy out the existing monitoring (or other agreement) for the alarm system currently located on the Property and have the system removed before Completion Day.

The seller will repair any damages caused by the removal of the alarm system.

System to remain in property but not monitored

The seller, at the seller's expense, will buy out the monitoring or other agreement for the alarm system currently located on the Property before Completion Day.

The alarm system will remain intact but no longer will be monitored.

System and monitoring to be assumed by buyer

The buyer will assume the alarm system and any existing agreement for the system, including monitoring charges as of Completion Day.

Back-up offer

Seller is bound to another offer

For use in situations where the seller is currently bound to a purchase contract and has been presented with another that they would like to accept. Insert a seller's condition in clause 8.3, as follows:

Option 1

This contract is subject to the seller obtaining a written release from all obligations under a previously accepted Purchase Contract number _____, before _____ m on _____, 20___ (Condition Day).

Option 2

The buyer acknowledges that the seller has accepted this offer as a back-up offer and this contract is subject to the seller obtaining cancellation in writing of Purchase Contract number _____ before _____ m on _____, 20 ____ (Condition Day).

Buyer is bound to another offer

Less common is a situation where the buyer has offered on another property and needs a release from that contract before proceeding with another buyer's offer to a seller.

This contract is subject to the buyer obtaining a written release from all obligations under a previously accepted Purchase Contract number _____, before _____ m on _____, 20__ (Condition Day).

Permits

Permits required but were not obtained – seller disclosure

The Purchase Contract requires the seller to disclose known lack of permits for any development on the Property. The following clause provides this disclosure:

The seller discloses that _____ development on the Property was completed without the required permits.

Determining availability of permits – buyer condition

This contract is subject to the buyer determining that required permits for _____ development on the Property (describe or attach the plans as an addendum) are available before _____ m on _____, 20__ (Condition Day).

Seller to obtain permits not previously obtained – buyer's condition

This contract is subject to the seller, at the seller's expense, obtaining permits which were required but not obtained for _____ development on the property, and providing those permits to the buyer before _____.m. on _____ 20, _____(Condition Day)

Professional Cleaning Needed

The seller, at the seller's expense will have _____(detail what needs to be cleaned) professionally cleaned before _____ .m. on _____, 20_____ .

The cost of the cleaning shall not exceed \$_____

The cleaning will be done by _____ (options include: professional cleaner of the seller's or buyer's choice, a named cleaning company, etc.) and the seller will provide the buyer with a copy of the receipt. The seller and buyer agree that the receipt is evidence of completion of this term.

The buyer will instruct the buyer's lawyer to hold back \$_____ from the payment of the Purchase Price until the receipt is provided.

If the receipt is not provided by the agreed date, the holdback funds will be paid to the buyer.

Financing Condition Terms

Details of financing

For a situation where more details of buyer financing are required, the Purchase Contract financing condition can be replaced with the following:

This contract is subject to the buyer securing new financing, on or before _____.m., on _____, 20__ (Condition Day) as follows:

- (i) new mortgage amount of \$_____ (plus applicable mortgage insurance fee, if any).
- (ii) interest rate not to exceed _____% a year, calculated semi-annually not in advance.
- (iii) a term of not less than _____ years.
- (iv) Monthly payment of principal and interest not to exceed \$_____ (including mortgage insurance fee, if applicable) for an amortization of _____ years.

Note: unless you carry a mortgage broker's license in addition to your real estate license, ensure that these details are provided by the buyer's mortgage broker or lender. REALTOR® liability is increased when you go outside the scope of your license and expertise in providing advice to clients.

Estate Sale

In order for an estate to be sold, the seller of the estate must have certain information in

place. The following clauses offer optional terms or conditions allowing the seller time to obtain the required information.

Option 1 - Completion Day Delayed

Where the buyer and seller are willing to proceed with a term regarding the estate issues:

The buyer acknowledges that the seller of the Property is an estate and a Grant has not yet been issued from the Courts. The seller acknowledges that the persons signing this contract have applied for a Grant and that anyone entitled to a share of the Property has consented to this sale. The buyer and seller agree that if a Grant has not been obtained by the Completion Day, then:

The Completion Day will be delayed until the seller is able to provide a Grant and a Transfer of Land.

OR

Option 2 - Buyer Tenancy

The buyer acknowledges that the seller of the Property is an estate and a Grant has not yet been issued from the Courts. The seller acknowledges that the persons signing this contract have applied for a Grant and that anyone entitled to a share of the Property has consented to this sale. The buyer and seller agree that, if a Grant has not been obtained by the Completion Day, the buyer will take possession on a tenancy basis, with rent paid to the seller as determined by the amount of monthly interest the buyer would pay on their mortgage or at the agreed rate of \$_____ per month.

Option 3 - Buyer condition

Where the buyer desires to have the issuance of a Grant made a condition of the contract:

This contract is subject to the seller receiving before ____ ____ m. on _____, 2016 (Condition Day) the following:

1. A Grant from the Surrogate Court,
2. Assurance from the lawyer for the estate that everyone entitled to a claim has waived or released their claim against the Property,

Goods and Services Tax (GST)

Seeking advice on GST

The contract provides that the Purchase Price includes GST. If the seller or buyer is unsure whether GST should be included in the Purchase Price or if there is an available rebate or exemption etc., professional, qualified advice should be sought. Sources of information could include a lawyer, an accountant or Canada Revenue Agency (CRA).

This contract is subject to the _____ (seller's or buyer's) satisfaction with advice obtained on Goods and Services Tax (GST), on or before _____ .m., on _____, 20__ (Condition Day).

Note that the responsibility for costs to satisfy conditions is stated in the Purchase Contract Conditions section.

GST is not included in the Purchase Price

The Purchase Price does not include GST.

For additional clarity, once the client has received independent, expert advice on GST, the amount of GST and the responsible party can be added to this clause. If this clause is inserted, the Purchase Contract reference to GST being included should be stroked out.

Independent advice

The buyer confirms the buyer has obtained independent GST advice concerning the obligation to pay GST and will be responsible to pay any GST and apply for any GST rebate in connection with this transaction.

Property Inspection

The Purchase Contract property inspection condition is to the buyer's satisfaction. While buyers may prefer this, sellers may wish to impose limits on the types of items or the cost to repair items. The following provides some ideas for these limits. If poorly or vaguely drafted, these limits may become a source of dispute between the seller and buyer so make efforts to ensure the limits are clear. Seeking legal advice on drafting such limits is recommended.

Licensed property inspectors cannot provide consumers with cost estimates (*Fair Trading Act*, Home Inspection Business Regulation 26(6)), therefore the condition must allow

enough time for both the inspection to occur and for the buyer to obtain quotes to determine if the cost limit has been exceeded.

To avoid disputes about the quotes obtained, ensure the clause indicates the buyer and seller agree that the quotes are to be obtained by a contractor of the buyer's choice.

Most service agreements between a licensed property inspector and their client will not allow the client to share the report. Ensure your clause does not cause the buyer to break the terms of their agreement with the property inspector.

Also keep in mind that if the seller insists the buyer share specific details of defects, the seller may learn of defects they were previously not aware existed. This knowledge can cause future disclosure issues for the seller.

Property Inspection – seller imposed limits

This contract is subject to the buyer obtaining a property inspection, conducted by

_____ a licensed home inspector, before _____.m. on _____, 20___. (add one of the following options)

If the inspection identifies defects in the Property that are estimated to exceed \$_____ to repair, the buyer will have a valid reason to not waive the buyer's condition.

Quotes to determine the estimated cost of repair are to be obtained by a contractor of the buyer's choice.

The seller will cooperate by providing access to the Property on reasonable terms.

Property Inspection – specific item inspection or testing

This clause can be used in a wide variety of situations where the buyer wishes to obtain one or more inspections of items of concern to the buyer. The inspections may be in addition to a typical property inspection of the structure or item may be the only inspection the buyer requires. Examples include:

- water – potability, source, quality, quantity, drainage
- soil quality
- sewer or septic – adequacy, disposal, treatment
- environmental concerns
- hazardous materials – asbestos, urea formaldehyde foam insulation
- suitability for development

- availability of property insurance

Note: While the seller may attempt to impose limits on this type of condition, the seller is less likely to obtain agreement from the buyer due to the specific nature of the buyer's concern.

This contract is subject to the buyer's satisfaction with an inspection by an inspector of the buyer's choice of the _____ (describe the concern), before _____.m. on _____, 20__ (Condition Day).

The seller will cooperate by providing access to the Property on reasonable terms.

Rental Contracts

This contract is subject to the buyer's satisfaction with a review of the terms of the agreement for _____ (examples: rental items not included in the Purchase Price but being assumed by the buyer, lease contracts, lease to own agreements, etc.) before _____.m. on _____, 20__ (Condition Day).

The seller will cooperate by providing the buyer with true copies of the rental agreement before _____. m. on _____, 20__ (Document Delivery Day).

Repairs Needed

To allow space to specify details of the needed work, use of the Addendum form is recommended. The following details will help to provide clarity in the work to be done.

The seller, at the seller's expense, will repair _____(detail what needs to be done), before _____.m. on _____(date).

The repairs will be done by _____(professional contractor of the seller or buyer's choice, a named contractor, etc.) with materials and quality of workmanship equal to or better than the surrounding construction and the seller will provide the buyer with a copy of the receipt. The seller and buyer agree that the receipt is evidence of completion of this term.

The buyer will instruct the buyer's lawyer to hold back \$_____ from the payment of the Purchase Price until the receipt is provided.

If the receipt is not provided by the agreed date, the hold back funds will be paid to the buyer.

Third Party Condition

This is a catch-all clause. It can be used when the seller or buyer requires an approval, opinion or confirmation by a third party before proceeding with the contract.

Circumstances where this may be required include:

- legal advice on the contract
- approval of purchase by spouse or relative
- confirmation of the availability of property insurance
- approval of employer (corporate transfer)
- site inspection report (environmental, engineering, structural, lot grading etc.)

This contract is subject to the _____ (seller's or buyer's) satisfaction with _____ (insert circumstance), before _____m. on _____, 20_____
(Condition Day).

Note: if the needed action requires access to the property, include: The seller will cooperate by providing access to the Property on reasonable terms.

Water Access Only

Seller Disclosure

This clause can be written as a seller disclosure:

The seller discloses to the buyer that the Property is accessible only by water.

Buyer acknowledgement

Or as a buyer acknowledgment:

Buyer acknowledges that the Property is accessible only by water.

Note: in both cases, details about the body of water, if the water access is available year-round, etc. can add clarity and reduce disputes.

Walk-through

A final walk-through (sometimes called a pre-closing viewing) can serve as a check of the condition of the property and to confirm that items that were intended to be included remain in the property. The walk-through will usually occur a short time prior to closing. The walk-through is not intended to be an in-depth inspection of the property of the type conducted by a licensed property inspector. If a buyer wants to complete a walk-through, a term should be included in the contract.

Option 1

The buyer will have the right to a _____(walk-through, pre-closing viewing) of the Property prior to Completion Day, to a maximum of ____ times.

The seller will cooperate by providing access to the Property on reasonable terms.

Option 2

The buyer will have the right to a _____(walk through, pre-closing viewing)of the Property on _____, 20__ (specify date and time, if required).

The seller will cooperate by providing access to the Property on reasonable terms.

Water softener removal

The seller, at the seller's expense, will remove the rented water softener and cap the pipes, before Completion Day.

Wood Stove/Fireplace Disclosure

Seller disclosure

The seller discloses that the _____ (wood stove or fireplace) on the Property may not be approved for legal use and may cause fire insurance taken on the Property to become void.

Buyer acknowledgement

The buyer acknowledges that the _____(wood stove or fireplace) may not be approved for legal use and may cause fire insurance taken on the Property to become void. The buyer accepts all risks associated with the _____(wood stove or fireplace).

Financial Obligations May Exceed Sale Price

Where the sale price appears to be insufficient to cover the seller's financial encumbrances and real estate fees, the seller can be protected by the use of a condition.

This contract is subject to the seller verifying the seller's ability to proceed with the sale of the Property before _____.m. on _____, 20___ (Condition Day)

Real estate brokerages should protect their fee agreement by registering a caveat on the title.

Illegal use

Seller warranty

The seller represents and warrants that, during the time the seller has owned the Property, the Property has not been used for any criminal activity including the growth of marijuana or manufacture of any illegal substances.

Hazardous material, safety, health or environmental issue

Many hazardous or safety issues can exist in a real estate property. These can include:

- asbestos (insulation, tile, etc.)
- urea formaldehyde foam insulation (UFFI)
- radon
- pests (termites, bed bugs, vermin, etc.)
- environmental problems (oil spills, creosote contamination, underground storage tanks, erosion, etc.)

The following clauses offer options for seller disclosure of the issue and a buyer condition regarding the issue.

Seller disclosure of issue

The Seller discloses that the Property contains _____.

Note: the clause can be customized by the addition of details of the extent of the issue, where it is specifically located on or in the Property, etc. The more detail provided, the more clarity will result.

Buyer confirmation of acceptance of risk

The Seller discloses that the Property contains _____.

The buyer accepts the property in this state and any related risk.

Seller disclosure on corrective measures

Option 1

The seller discloses that _____ (describe issue, example: asbestos insulation in the attic of the main residence on the Property) has undergone the following corrective measures (or remedy) _____ (describe).

*The seller has provided the following documents to prove this disclosure:
_____ (describe)*

Specific issues do not exist

Option 2

The seller represents and warrants that the Property does not contain _____ (describe).

Option 3

The seller discloses that although _____ (describe issue) was known to have existed on the Property, the Property has undergone the following corrective measures (or remedy) _____ (describe).

The seller has provided the following documents to prove this disclosure:
_____ (describe)

Buyer condition regarding the issue

This contract is subject to the buyer's satisfaction with an inspection of the Property for _____ (describe the issue), before _____ m. on _____, 20__ (Condition Day).

The seller will cooperate by providing access to the Property on reasonable terms.

HOA Fees Disclosure

To the best of the seller's knowledge and to be verified by the buyer, the total current monthly contribution for the Property's Home Owner Association (HOA) fee is:
\$_____.

Development/Redevelopment

Buyer's condition

This contract is subject to the buyer determining that the Property can be developed to the buyer's needs, before _____ m. on _____, 20__ (Condition Day).

The seller will cooperate by providing access to the Property on reasonable terms.

Investment Property

Buyer's condition

This contract is subject to the buyer's satisfaction with a review of _____ (lease and rental agreements, deposits, financial reports, etc), before _____ m. on _____, 20__ (Condition Day).

The seller will cooperate by providing the required documents.

No changes without consent

The seller will not _____ (alter existing agreements, enter into new agreements, etc.) prior to Completion Day without the prior written consent of the buyer.

Seller's warranty re documents

The seller represents and warrants to the buyer that the _____ (lease and rental agreements, deposits financial reports, etc.) are true and accurate.

Flood Plain/Environmental Protection Area

Seller disclosure

The seller discloses that the Property is located in _____ (floodway, flood fringe, overland flow, environmentally protected area) as indicated on the _____ (describe source of information – examples: on-line Alberta Environment and Parks Flood Hazard Map Application, municipal flood mapping, municipal land use maps, etc.)

Buyer condition

This contract is subject to the buyer's satisfaction of the buyer's review of the Property location in relation to _____ (designated flood zones, environmentally protected areas, etc.), before _____ .m., _____, 20____ (Condition Day).

Heritage Property

The seller discloses that the Property (is/may be) subject to the provisions of *The Historical Resources Act (Alberta)*.

Non-Resident

The Purchase Contract includes a seller warranty that the seller is “not a non-resident for the purposes of the *Income Tax Act (Canada)*” (clause 6.1(b)). If in fact the seller is a non-resident, 6.1(b) should be stroked out and the following clause inserted:

The seller discloses that the seller is a non-resident of Canada for the purposes of the *Income Tax Act* (Canada) and that a portion of the sale proceeds as required that Act may be held back by the buyer or buyer's lawyer or the seller's lawyer under appropriate trust conditions until the seller supplies the appropriate clearance certificate from the Canada Revenue Agency.

Buyer agent's fee

Occasionally, a REALTOR® may represent a buyer in situation where the seller will not pay the buyer agent's fee.

If the seller will not pay the buyer agent fee, one option is for the buyer to pay out of pocket - but this won't work for cash poor buyers.

Another option is to include a term in the offer where the seller and buyer acknowledge that the purchase price includes the buyer agent's fee and that amount will be directed to the buyer's brokerage. This method is supported by Canada Mortgage and Housing Corporation (or CMHC), who acknowledge that the purchase price on a contract includes the brokerage fee and regardless if the fee is intended to go to the seller's agent or buyer's brokerage it is the amount that lenders are expected to submit to CMHC for consideration of the lending value. Buyers should speak with their own lenders, because individual lenders can set their own policies. However, most do follow CMHC's lead.

The seller and buyer acknowledge that the Purchase Price includes a fee payable by the buyer to the buyer's brokerage under the terms of a written fee agreement.

The seller agrees to direct the seller's lawyer to pay the amount of \$_____, plus GST upon closing to _____ (the buyer's brokerage or the buyer's lawyer.)

If it is the buyer's lawyer making the payment, you will need an agreement with the buyer that the buyer will instruct the amount to be paid to your brokerage on closing.

Vacant Possession/Tenancy Clauses (New)

The purchase contract contemplates vacant possession ("this contract will be completed, the Purchase Price fully paid and vacant possession given to the buyer...."). If a tenant is in place, the seller will need to stroke out "vacant possession", indicate there is a tenant and use the Tenancy Schedule.

The buyer may be willing to accept the tenant on possession but want the property to be vacated for their own use or the use of their immediate family. This can occur in two ways, the buyer can take possession and give the tenant the appropriate notice under the *Residential Tenancies Act* (Alberta), or they can ask the seller to give those notices, as follows:

Seller to give notice

The buyer and seller agree that when this contract becomes firm, the seller will give the tenant the required notice under the *Residential Tenancies Act* (Alberta) to vacate the property so that vacant possession is given to the buyer on _____(date).

Past landlord and tenant issues can be a concern to a buyer of a property who is assuming the tenant. The following clauses may give some assurance to a buyer that the tenancy has been handled correctly in the past and they are not assuming a problem along with a tenant.

Tenancy history – seller warranty

The seller represents and warrants that during the period of the seller's ownership and rental of the Property, the Property has been rented in accordance with the Residential Tenancies Act (Alberta), and that any rent increase has been effected in accordance with the legislation.

Landlord/tenant disputes – seller warranty

The seller represents and warrants that there are no outstanding disputes between the seller as landlord and any tenant of the Property.

Insurance

The availability of adequate property insurance is something a buyer may want to confirm prior to being bound to a contract. Weather events (floods, hail, tornados, etc.) and property features that present a possible risk (woodstove, unpermitted work, etc.) may mean property insurance is difficult or expensive to obtain. If situation such as these apply to a property, a buyer's condition can help to protect the buyer's interests.

Obtaining insurance – buyer condition

This contract is subject to the buyer's satisfaction that adequate insurance coverage for the Property is available, before _____m. on _____, 20____ (Condition Day).

Another situation specific to insurance is where a seller has received a payout from an insurer but has not repaired the insured item. In these cases, if a buyer were to submit a future claim for the item, it may not be covered. The following warranty serves to protect the buyer in this situation.

Receipt of insurance payout – seller warranty

The seller warrants that it has not received any insurance settlements where the work on the Property has not been completed.

Title Search

Whether you are working for the buyer or the seller, a title search can reveal valuable information about the property. Among other things, the title provides key information about the property, its owners, any use restrictions, liens, health authority notices, etc.

As a buyer's agent, the ideal time to review the title is prior to writing an offer. This is because some of the information may affect the amount the buyer wants to offer or conditions the buyer may want to include. If, in the interest of time; the buyer does not want to delay making an offer or items on the title require legal advice, a contract condition can be inserted to allow time for the review of the title. This will help fill the gap and still protect your buyer's interests.

This contract is subject to the buyer's satisfaction with a review of the land title for the Property, before ___ __m. on _____, 20____ (Condition Day).

Land Use

In the residential real estate market, sellers and buyers exchange properties primarily for their personal use. However, there may be a need for supplemental uses such as a home based business or secondary suite. When the buyer requires an additional use, one of the following clauses can be inserted to allow time for the buyer to determine if the current land use is suitable for their needs. Or, the seller can provide a warranty that the buyer's intended use is allowed. Caution – sellers making such a warranty can be held liable for the warranty. With land use matters, the assistance of a lawyer may be required.

Buyer conditions:

Option 1

This contract is subject to the buyer confirming the land use for the Property is appropriate for _____ (suitable for the buyer's intended use, home-based business, basement suite, etc.), before _____.m. on _____, 20____ (Condition Day).

Option 2

This contract is subject to the buyer obtaining final municipal approval of land use changes from _____ to _____, before _____. on _____, 20____ (Condition Day).

The seller will cooperate with the buyer in the land use change process.

Seller warrants land use

The seller represents and warrants that the land use for the Property allows the Property to be used for _____. (basement suite, home based business, etc.)

Real Property Report (RPR)

RPR – buyer's condition

Problems with the RPR are the single most common reasons for delays and disputes on closing. Therefore, the buyer may choose to make the contract subject to their review of the RPR. This review should be undertaken by the buyer's lawyer. Reviewing the RPR in advance and addressing any problems early in the transaction makes for smoother closings.

This contract is subject to the buyer's satisfaction of a Real Property Report review, conducted by their lawyer, before _____.m. on _____, 20____ (Condition Day). The seller will cooperate with the review by providing the buyer with an RPR (or a photo copy) showing the current improvements on the Property, according to the Alberta Land Surveyors' Association Manual of Standard Practice, with evidence of municipal compliance or non-conformance and confirming the seller's warranties about the land and buildings.

Title Insurance

Seller to pay cost of title insurance. RPR is not provided.

The seller will contribute up to \$_____ towards the cost of a Title Insurance Policy for the benefit of the buyer and the buyer's lender (if financing is obtained). The policy is to be secured by the buyer. A Real Property Report will not be provided.

If choosing to strike out sections of the standard AREA Purchase Contracts, then please obtain legal advice.

Seller to pay cost of title insurance. Existing RPR is provided

In circumstances where the seller has an existing Real Property Report that does not reflect the current state of the property, the RPR should be updated. If the seller does not want to update the RPR and the buyer is willing, title insurance could be used in addition to the existing RPR. In cases where an RPR is not current and title insurance will be obtained, legal advice is recommended.

The seller will provide an existing Real Property Report dated _____, which does not reflect the current improvements on Property.

The seller will contribute up to \$_____ towards the cost of a Title Insurance Policy for the benefit of the buyer and buyer's lender (if financing is obtained). The Policy is to be secured by the buyer. An updated Real Property Report will not be provided.

If choosing to strike out sections of the standard AREA Purchase Contracts, then please obtain legal advice.