



## RESIDENTIAL MLS® LISTING CONTRACT EXCLUSIVE SELLER BROKERAGE AGREEMENT

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**This Exclusive Seller Brokerage Agreement (the "Agreement") is between**

**THE SELLER**

and

**THE SELLER'S BROKERAGE (the "Brokerage")**

Name _____  Name _____  Address _____  _____ (postal code)  Phone _____  Fax _____  Email _____	Name _____  Address _____ (postal code)  Phone _____ Fax _____  Email _____  <i>Broker, associate broker or associate authorized to represent the Brokerage</i>  Member of _____ (the "Board")
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In consideration of the Brokerage listing the Seller's Property, the Seller hereby gives the Brokerage the exclusive right to offer the Property for sale for the price of \_\_\_\_\_ Dollars (\$) including GST, if applicable, and upon the following terms:

**1. GST**

1.1 The Seller acknowledges and agrees that it is the sole responsibility of the Seller to seek expert advice (e.g., an accountant) regarding the applicability or payment of GST on the sale of the Property. The Seller further acknowledges that neither the Brokerage nor any of its representatives has made any representations or recommendations regarding the applicability or payment of GST on the sale of the Property and agrees that they will not be held liable for same.

**2. THE PROPERTY**

2.1 The Property is the Land and Buildings located at (municipal street address): \_\_\_\_\_

2.2 The legal description of the Property is: Plan \_\_\_\_\_ Block/Unit \_\_\_\_\_ Lot \_\_\_\_\_  
 Other \_\_\_\_\_  
 If Condominium Property, legal description and details as per the Condominium Property Appendix (attached).

2.3 The Property includes:

(a) Goods not attached to the Land and Buildings ("Unattached Goods") as listed below: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(b) All goods attached to the Land and Buildings ("Attached Goods") except those goods listed below: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**3. TERM OF THE AGREEMENT**

3.1 This Agreement will commence at \_\_\_\_\_ a.m./p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and will expire at \_\_\_\_\_ a.m./p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Expiry Date").

**4. POSSESSION DATE**

4.1 The proposed Possession Date is \_\_\_\_\_

**5. MLS® SERVICES**

5.1 Obligations:  
 The Brokerage will market the Property through the Multiple Listing Service® (MLS®) of the Board, and must:

- (a) establish an agency relationship with the Seller;
- (b) cooperate with brokerages working with buyers;

(c) Subject to Section 21, be available to provide professional advice and counsel to the Seller on all offers and counter-offers unless otherwise directed by the Seller in writing.

**5.2 All MLS® Listings must:**

- (a) be for a minimum duration of 60 days;
- (b) provide compensation for cooperating brokers for the sale of the property;
- (c) not exclude any licensed industry member from acting as a cooperating broker.

**5.3 Seller's Information:**

- (a) The Seller Brokerage Agreement must be completed in full and must include the names of the parties, the term of the agreement, the address and legal description of the property, the price at which the property is being offered, the remuneration being offered to cooperating brokerages, the possession date and other property-dependent information necessary for the marketing of the property. This information will be entered into the MLS® database.
- (b) Changes to certain of the above-mentioned information will require the signatures of the Seller.
- (c) Should the Seller not wish its name to be entered into the database, this is permissible upon receipt of a written request from the Seller through its brokerage.
- (d) The Seller maintains the right to request that information such as the address and legal description of the property not be displayed on REALTOR.ca.

**5.4 Advertising:**

- (a) The Seller's name and contact information shall not appear on REALTOR.ca or in the public remarks section of the MLS® system.
- (b) The Brokerage may permit the Seller to reserve the right to sell the property itself. If Seller's Rights Reserved apply to a listing, that fact shall be disclosed to other members of the Board via the MLS® database.

Note: "MLS®" Listing means a property listed for sale on the Board's Multiple Listing Service® or MLS®, which operates under a registered trademark, protected throughout Canada for the use of the members of the Canadian Real Estate Association.

**6. BROKERAGE'S MANDATE**

**6.1 Obligations**

The Brokerage will:

- (a) obey the lawful instructions of the Seller;
- (b) exercise reasonable care and skill in the performance of this Agreement;
- (c) use reasonable efforts to market the Property and promote the interests of the Seller and, subject to Section 21, act only as the Seller's agent;
- (d) subject to Section 21, be loyal to the Seller and act in the Seller's best interests at all times.
- (e) make timely and full disclosure of all conflicts of interest that may arise between the Seller's interest and those of the Brokerage or buyers;
- (f) at the earliest reasonable opportunity, advise any buyer interested in the Property that the Brokerage is the agent of the Seller;
- (g) not appoint another brokerage to act on behalf of the Seller as a subagent without the Seller's prior written consent;
- (h) assist the Seller in negotiating favourable terms and conditions with a buyer;
- (i) assist the Seller in preparing and complying with a legally binding purchase contract for the Property;
- (j) disclose to buyers all material latent defects affecting the Property known to the Brokerage;
- (k) hold all monies received by the Brokerage in trust in accordance with the provisions of the *Real Estate Act*;
- (l) keep the Seller fully informed regarding the marketing of the Property and any resulting transaction;
- (m) disclose to the Seller, in a timely manner, all relevant facts affecting the transaction known to the Brokerage;
- (n) present, in a timely manner, all offers and counter-offers to the Seller even when the Property is already the subject of a purchase contract;
- (o) advise the Seller to obtain expert advice on matters of importance to the Seller;
- (p) comply with the provisions of the *Real Estate Act* and its regulations, and the rules and bylaws of the Real Estate Council of Alberta;
- (q) provide a true copy of this Agreement to the Seller after all parties have signed it.

**6.2 Other Services**

The Seller requests, and the Brokerage agrees to provide, the following services:

- (a) to obtain verification of mortgage, property taxes, improvement charges, tenancy information and other similar information with respect to the Property;  Yes  No
- (b) to advertise the Property;  Yes  No
- (c) to place a "for sale" sign on the Property;  Yes  No
- (d) to install a lock-box on the Property to provide access to authorized persons;  Yes  No
- (e) to show the Property at times acceptable to the Seller and, if any, the tenant(s);  Yes  No
- (f) to arrange "open house" showings of the Property; and  Yes  No



**9.3** If the Seller owes money under this Agreement and the Brokerage does not wish to enforce this Agreement against the Seller, then upon mutual agreement between the Brokerage and the buyer's brokerage, the Brokerage may assign this Agreement to the buyer's brokerage. If this Agreement is assigned, then the buyer's brokerage may enforce this Agreement against the Seller to collect the portion of the Remuneration or Alternative Remuneration, plus GST, to which the buyer's brokerage is entitled, and the buyer's brokerage will have the same rights and security given to the Brokerage according to Section 9 of this Agreement.

**10. DUTIES OF THE SELLER**

**10.1** The Seller will:

- (a) make its best efforts to insure the Property and its contents against loss or damage due to perils that are normally insured against for similar properties. The Seller will make best efforts to ensure that such insurance will be effective even when the Property is vacant;
- (b) make reasonable efforts to communicate and cooperate with the Brokerage in a timely manner;
- (c) provide the Brokerage with all the information necessary for the listing and marketing of the Property; and,
- (d) immediately advise the Brokerage of any material change in the physical condition or status of the Property or in the information provided by the Seller.

**10.2** The Seller will immediately advise the Brokerage:

- (a) during the Term of the Agreement, of all inquiries by interested buyers or their representatives received by the Seller;
- (b) during the Term of the Agreement, of all offers to purchase from interested buyers or their representatives and will deliver such offers to the Brokerage;
- (c) during the Hold-Over Period, of any offers to purchase the Property accepted by the Seller from a buyer introduced to the Seller during the Term of the Agreement; and
- (d) during the Hold-Over Period, of any offers or counter-offers regarding the Property made by the Seller and accepted by a buyer introduced to the Seller during the Term of the Agreement.

**11. IMPORTANT INFORMATION**

**11.1** The Seller will provide the following Important Information to the Brokerage within ten (10) days of the Seller signing this Agreement and at the Seller's expense:

- (a) regarding the matters described in clause 13.2, a real property report reflecting the current state of improvements on the Property, according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance. This obligation will not apply to condominium units that do not create a lot nor to any transaction where there are no structures on the land.

**Please Note: Not having a current real property report with compliance may result in complications on closing or rescission of the purchase contract.**

- (b) if the Property is a residential resale condominium, the Important Information as described in the Condominium Property Appendix (attached).
- (c) if the Property includes a manufactured/mobile home or is rented, the Important Information described in the Property Appendix (attached).

The Seller authorizes the Brokerage to obtain the Important Information on the Seller's behalf and at the Seller's expense.

Yes  No \_\_\_\_\_ Seller's Initials

**11.2** If the Property is encumbered by a mortgage, then: Is the mortgage high-ratio insured?  Yes  No  
 Subject to any required lender approval, will the Seller allow the assumption of any existing mortgage(s)?  Yes  No

**11.3** If a high ratio mortgage is to be assumed, the Seller should seek legal advice.

**11.4** Sellers are required by common law to disclose defects that are hidden, not visible or discoverable through a reasonable inspection of the Property, **and** that render the Property dangerous or potentially dangerous to the occupants or unfit for habitation. Sellers may also be required to disclose government and local authority notices, lack of development permits and hidden defects that would involve great expense to remedy.

Are you aware of any such defects in the Property?  Yes  No \_\_\_\_\_ Seller's Initials

Have you received any government or local authority notices?  Yes  No \_\_\_\_\_ Seller's Initials

Are you aware of any lack of permits for any development on the property?  Yes  No \_\_\_\_\_ Seller's Initials

Are you aware of any hidden defect that would involve great expense to remedy?  Yes  No \_\_\_\_\_ Seller's Initials

**11.5 If just one individual is the registered owner of the Property**, then the following questions must be answered.  
*Note: "Legally married", pursuant to the Dower Act, includes a separated couple not yet legally divorced but does not include a couple in a common law relationship.*

Are you legally married?  Yes  No \_\_\_\_\_ Seller's Initials

If yes, have **either** you **or** your spouse resided on the Property at any time since your marriage?  Yes  No \_\_\_\_\_ Seller's Initials

If there is only one individual on title and if the answer to **both** questions is "yes", then, pursuant to the *Dower Act*, the spouse of the registered owner must co-sign this Agreement and a "Dower Consent and Acknowledgment" (sworn before a Commissioner for Oaths) must be completed and attached to this Agreement.

**12. ADVICE TO THE SELLER**

**12.1** If Dower rights apply as per clause 11.5, a new Dower Consent and Acknowledgment must be executed at the time of accepting an offer to purchase and the Purchase Contract must be co-signed by the spouse of the registered owner.

**12.2** If the Seller has entered into any long-term contracts that relate to the Property, for example, agreements for gas or utility services or security monitoring, the Seller should verify termination policies and any possible financial penalties with the other contracting party.

**12.3** The Seller is advised that the Brokerage is being retained as a real estate broker, not as a lawyer, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, or other professional service provider.

### 13. SELLER'S WARRANTIES

**13.1** The Seller warrants the following:

- (a) The Seller has the authority to sell the Property and enter into this Agreement;  Yes  No \_\_\_\_\_ Seller's Initials
- (b) The Seller has a right to sell the Unattached Goods listed in clause 2.3(a);
- (c) The goods attached to the Land and Buildings and the included Unattached Goods listed in clause 2.3 are free and clear of financial encumbrances;
- (d) The Seller has disclosed to the Brokerage all third party claims and interests in the Property known to the Seller;
- (e) The Property is not currently the subject of any seller brokerage agreement;
- (f) All information provided to the Brokerage is accurate to the best of the Seller's knowledge.

**13.2** The Seller warrants that, to best of the Seller's knowledge, the following are truthful and accurate:

- (a) The current use of the Land and Buildings complies with the existing municipal land use bylaw;
- (b) The Buildings and other improvements on the Land are not placed partly or wholly on any easement or utility right-of-way and are entirely on the Land and do not encroach upon neighbouring lands, except where an encroachment agreement is in place;
- (c) The location of Buildings and other improvements on the Land complies with all relevant municipal bylaws, regulations or relaxations granted by the appropriate municipality prior to the sale being completed, or the Buildings and other improvements on the Land are "non-conforming buildings" as that term is defined in the *Municipal Government Act (Alberta)*;
- (d) The Seller is **not** a non-resident of Canada for the purposes of the *Income Tax Act (Canada)*; and
- (e) Where applicable, the Seller has complied with the bylaws of the Condominium Corporation.

### 14. SELLER'S CONFIDENTIAL INFORMATION WILL BE PROTECTED

**14.1** The Brokerage undertakes it will:

- (a) not use confidential information received from the Seller, or obtained as a result of providing services under this Agreement, for its own gain or the gain of its employees or to the prejudice of the Seller's interests; and,
- (b) not disclose any confidential information concerning the Seller to any other brokerage or other person unless authorized by the Seller or required by law.

### 15. USE AND DISTRIBUTION OF SELLER'S INFORMATION

**15.1** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of this Agreement and such other use as is consistent with listing and marketing the Property including, but not limited to:

- (a) listing and advertising the Property using any medium including electronic media, interior and exterior photographs and video;
- (b) retaining and disclosing any listing and sales information, including price, which may be used by the Brokerage for any purpose relating to its business including conducting comparative analyses and disclosing such information to other persons such as appraisers and other brokerages;

**15.2** Subject to Section 5 of this Agreement, the Seller consents to placement of the listing and sales information by the Brokerage into the database(s) of the appropriate listing service(s) of the Board and acknowledges that the database of the Board is the property of the Board.

**15.3** The Seller further acknowledges that the Brokerage and the Board may:

- (a) distribute the information to any persons authorized to use such service which may include other brokers, government departments, appraisers, municipal organizations and others;
- (b) market the Property, at its option, in any medium, including electronic media;
- (c) compile, retain and publish any statistics including historical listing service data which may be used by the Brokerage and licensed Board members to conduct comparative market analyses; and
- (d) make such other use of the information as the Brokerage and the Board deem appropriate in connection with the listing, marketing and selling of real estate.

### 16. INDEMNIFICATION

**16.1** The Seller will hold harmless and indemnify the Brokerage for any claims that may arise from its reasonable and good faith reliance on representations made, or information provided, by the Seller.

### 17. ADDITIONAL TERMS

**17.1** The Seller agrees that:

- (a) the Brokerage may represent other sellers and, subject to Section 21, buyers;
- (b) the Brokerage cannot disclose to the Seller confidential information obtained through any other agency relationship to which the Brokerage is or has been a party;
- (c) the Brokerage will not be obligated to seek additional offers to purchase while the Property is subject to an unconditional purchase contract;
- (d) if the Property is owned by a limited company, a sale of shares representing a controlling interest in the Property will constitute a sale for the purposes of this Agreement.

**17.2 This Agreement:**

- (a) includes, if signed or initialed by the Seller and attached to this Agreement, the following documents: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- (b) will constitute the entire agreement between the Seller and Brokerage and there are no representations, warranties, collateral agreements or conditions which affect this Agreement other than as expressed herein.
- (c) is for the benefit of and will be binding upon the heirs, administrators, executors, successors and assigns of the parties;
- (d) will be governed by the laws of the Province of Alberta and the parties will submit to the jurisdiction of the Courts of the Province of Alberta for the resolution of any disputes that may arise out of this Agreement.

**17.3** No amendment to the terms of this Agreement shall be effective unless it is in writing and signed by the Seller and the Brokerage.

**17.4** If there is conflict or discrepancy between any provision added to this Agreement and any provision in the standard portion hereof, the added provision will supersede the standard provision to the extent of such conflict or discrepancy.

**17.5** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**18. ENDING THE AGREEMENT**

**18.1** Without prejudice to the acquired rights of the Seller or the Brokerage, this Agreement will end upon:

- (a) a completed sale of the Property;
- (b) the expiration of the Term of the Agreement as specified in clause 3.1 or on an earlier date if mutually agreed to by the Seller and the Brokerage in writing;
- (c) the suspension or cancellation of the Brokerage's licence to trade in real estate;
- (d) the Brokerage ceasing to be a member in good standing of a real estate board; or
- (e) the bankruptcy or insolvency of the Brokerage or if it is in receivership.

**18.2** Where one party to this Agreement has materially breached a part of this Agreement, the other party may, at its option, end this Agreement by notice in writing to the party in breach.

**19. BROKERAGE'S DUTIES ON ENDING THIS AGREEMENT**

**19.1** When this Agreement ends, the Brokerage will immediately:

- (a) remove the Property as an active listing on any listing service;
- (b) cease all marketing activities on behalf of the Seller;
- (c) remove all signs and any lockbox from the Property; and
- (d) return documents and other materials provided by the Seller.

**20. BROKERAGE'S CONTINUING DUTIES**

**20.1** Ending this Agreement for whatever reason does not relieve the Brokerage of its duties to account for all monies received by the Brokerage and confidentiality to the Seller.

**21. CHANGE IN REPRESENTATIVE CAPACITY OF THE BROKERAGE**

**21.1** If the Brokerage is also the agent of a buyer who wishes to view the Property, the Brokerage will:

- (a) disclose this fact to both the buyer and the Seller; and,
- (b) unless instructed otherwise by the Seller, facilitate the viewing of the Property by that buyer and make available the marketing information that is available to all potential buyers; however, the mere viewing of the Property will not mean that the buyer is interested in the Property for the purposes of clause 21.2 below.

**21.2** If the Brokerage is also the agent of a buyer who becomes interested in the Property, the Brokerage will:

- (a) immediately advise the Seller and the buyer of all relevant facts and of the implications of concurrent representation;
- (b) give the Seller and the buyer an opportunity to seek independent advice;
- (c) obtain the written informed consent of the buyer to the Brokerage continuing to provide services to the Seller and the buyer in a transaction brokerage relationship on the terms specified in the Common Law Transaction Brokerage Agreement prior to writing the offer; and
- (d) obtain the written informed consent of the Seller to the Brokerage continuing to provide services to the Seller and the buyer in a transaction brokerage relationship on the terms specified in the Common Law Transaction Brokerage Agreement prior to presenting the buyer's offer to the Seller.

**21.3** Should the Brokerage decide not to enter into a Common Law Transaction Brokerage Agreement or should either the Seller or buyer refuse to consent to transaction brokerage, unless otherwise agreed in writing by the parties, the Brokerage will continue to represent the party, be it the Seller or the buyer, with whom it first entered into an agency relationship and offer to treat the other party as a customer or to refer the other party to another brokerage.



**22. DEFINITIONS**

**22.1** For the purposes of this Agreement:

- (a) "buyer" means a person acquiring or attempting to acquire an interest in real estate by purchase;
- (b) "purchase" includes an exchange, option, lease or other acquisition of an interest in real estate;
- (c) "sale" includes an exchange, option, lease or other disposition of an interest in real estate;
- (d) "seller" means a person disposing or attempting to dispose of an interest in real estate by sale;
- (e) "concurrent representation" means a situation in which a brokerage or an industry member represents two or more parties to a trade whose interests are seen to be in conflict; and,
- (f) "sale is complete" when the purchase price is paid to the Seller or the Seller's lawyer and is releasable.

**23. SELLER'S ACKNOWLEDGEMENT**

**23.1** The Seller, having received and read this Agreement and the *Agency Relationships* guide, and having been given the opportunity to request further information concerning this Agreement and the representation relationships described in the guide, acknowledges this Agreement accurately sets out the terms agreed to by the Seller and the Brokerage.

**24. SIGNATURES**

**24.1** This Agreement may be signed by the parties and transmitted by fax. This procedure will be as effective as if the parties had signed and delivered an original copy.

This Agreement was signed on \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Seller

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Seller

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Broker, Associate Broker or Associate  
Authorized to Sign on Behalf of the Brokerage

\_\_\_\_\_  
Print Name of Broker, Associate Broker or Associate  
Authorized to Sign on Behalf of the Brokerage

**Seller:** Initial here to show you have received a copy of this Agreement. \_\_\_\_\_ Date \_\_\_\_\_

### PROPERTY APPENDIX

This Appendix forms part of the Residential MLS® Listing Contract/  
Exclusive Seller Brokerage Agreement # \_\_\_\_\_

#### Mortgage Details:

- Name of lender \_\_\_\_\_
- Principal balance owing with per diem interest \_\_\_\_\_
- Interest rate \_\_\_\_\_
- Maturity date \_\_\_\_\_
- Amount of payment and frequency \_\_\_\_\_
- Is the loan insured? \_\_\_\_\_
- Is this a cash-back mortgage? \_\_\_\_\_
- Is there a tax account? \_\_\_\_\_
- Any other relevant details \_\_\_\_\_

#### Residential Rental Agreement Details:

- Name of the tenant \_\_\_\_\_
- Written rental agreement exists?  Yes (copy to buyer)  No
- Move-in inspection report exists?  Yes (copy to buyer)  No
- Commencement date of lease \_\_\_\_\_
- Expiry or end date of lease \_\_\_\_\_
- Does the tenant have any right to renew the rental agreement?  Yes  No
- What is the rent? \_\_\_\_\_
- If there is a security deposit, how much is it and when was it last paid? \_\_\_\_\_
- Is there a property management contract?  Yes  No
- Is the tenant in possession?  Yes  No
- Is the rental agreement in default?  Yes  No
- Any other relevant details \_\_\_\_\_

#### Manufactured/Mobile Home Details:

- Make \_\_\_\_\_
- Model/serial number \_\_\_\_\_
- Year of manufacture (age) \_\_\_\_\_ • C.S.A. number \_\_\_\_\_
- Construction details of any foundation \_\_\_\_\_
- Is the land leased or owned?  leased  owned
- Written lease agreement exists?  Yes (copy to buyer)  No
- Is a security deposit required?  Yes  No
- Monthly pad rental \$ \_\_\_\_\_
- Fees for: water \$ \_\_\_\_\_
- heat \$ \_\_\_\_\_
- gas \$ \_\_\_\_\_
- cable/digital/satellite \$ \_\_\_\_\_
- Any occupancy restrictions?  Yes  No
- Any other relevant details \_\_\_\_\_ Seller's Initials \_\_\_\_\_

### CONDOMINIUM PROPERTY APPENDIX

This Appendix forms part of the MLS® Listing Contract/  
Exclusive Seller Brokerage Agreement # \_\_\_\_\_

- Name of project \_\_\_\_\_
- Municipal address (including suite #) \_\_\_\_\_
- Condominium plan(s) \_\_\_\_\_
- Condominium plan(s) of redivision, if applicable \_\_\_\_\_
- Legal unit #(s) \_\_\_\_\_
- Parking stall(s) owned \_\_\_\_\_ leased \_\_\_\_\_ assigned \_\_\_\_\_
- Legal parking unit(s) \_\_\_\_\_
- Stall #(s) \_\_\_\_\_
- Storage unit(s) owned \_\_\_\_\_ leased \_\_\_\_\_ assigned \_\_\_\_\_
- Legal storage unit(s) \_\_\_\_\_
- Locker #(s) \_\_\_\_\_
- Condominium type: conventional \_\_\_\_\_
- Bare land (creating a lot) \_\_\_\_\_

#### Important Information (as per clause 11.1(b) of the Seller Brokerage Agreement):

- a copy of the registered condominium plan
- a copy of the current bylaws of the corporation
- a copy of the most recent financial statements, if any, of the corporation
- a copy of the budget of the corporation
- a statement setting out the amount of the monthly contributions (condominium fees) and the basis on which that amount was determined
- a copy of any minutes of proceedings of a general meeting of the corporation or of the board for the past 12 months
- a copy of any special resolutions
- a copy of the insurance certificate
- a copy of any lease agreement or exclusive use agreement with respect to the possession of a portion of the common property, including a parking stall or storage unit
- the particulars of, or a copy of, any subsisting management agreement
- the particulars of, or a copy of, any subsisting recreational agreement
- a statement setting out structural deficiencies that the corporation has knowledge of at the time of the request in any of the buildings that are included in the condominium plan
- a statement setting out the amount of the capital replacement reserve fund
- a copy of the most recent reserve fund report
- a copy of the most recent reserve fund plan
- the particulars of any post tensioned cables located anywhere on or within the Property
- a statement setting out the amount of any contributions due and payable in respect of a unit
- the particulars of any action commenced against the corporation and served on the corporation
- the particulars of any unsatisfied judgment or order for which the corporation is liable
- the particulars of any written demand made on the corporation for an amount in excess of \$5,000 that, if not met, may result in an action being brought against the corporation

*The Important Information (referred to in the Purchase Contract as the "Documents") will be required by the buyer as a condition of sale.*

\_\_\_\_\_ Seller's Initials