

Request for proposal

NNDSB 2019-04 - Sale of Former William Beatty Public School Parking Lot

The Near North District School Board invites qualified vendors to submit a request for proposal for the above project.

Documents may be downloaded from this site with the vendor having the sole responsibility to register their intention to bid as stated. Any difficulty downloading the request for proposal documents, or questions as to how to obtain the request for proposal documents, contact the Purchasing Department, Near North District School Board, 963 Airport Road, North Bay, Ontario. Phone: 705-472-8170 or 1-800-278-4922.

Complete proposal signed under seal, executed, and dated together submitted in sealed, opaque envelopes, clearly marked, "RFP – NNDSB 2019-04 - Sale of Former William Beatty Public School Parking Lot", will be received until 2:00:00 p.m., local time, Tuesday, June 11, 2019 at the address below.

***PLEASE DELIVER DIRECTLY TO
"PURCHASING DEPARTMENT"***

Near North District School Board
963 Airport Road
North Bay, ON P1C 1A5
Phone: 705-472-8170 / 1-800-278-4922

NOTE: The Board Office is closed between 12:00 p.m. and 1:00 p.m. Do not deliver the request for proposal during that time.

The request for proposal forms submitted on or after 2:00:01 p.m. on the date noted above will be returned to the Bidder unopened.

Please Note: All request for proposal submissions will be opened publicly, shortly after the time of closing, on the day of closing and at the offices of the Near North District School Board, North Bay.

The highest or any proposal not necessarily accepted.

The Near North District School Board is committed to supporting an inclusive and accessible environment. Please ask us how we may help you by contacting us at accessibility@nearnorthschools.ca

Jay Aspin,
Chairperson

Jackie Young,
Director of Education

Near North District School Board

REQUEST FOR PROPOSAL

NNDSB 2019-04 - SALE OF FORMER WILLIAM BEATTY PUBLIC SCHOOL PARKING LOT

A copy of this document may be downloaded. This document may be viewed only at the Purchasing Department at the Near North District School Board, 963 Airport Road, North Bay, ON or by contacting Paul Barbe, Purchasing Agent at 705-472-8170 or 1-800-278-4922, extension 5025. It is the sole responsibility of the interested vendor to forward by fax 705-472-9927 their intention to bid including their contact information on the following Registration Form to the Purchasing Department, Near North District School Board Office, North Bay.

No addenda or additional information will be forwarded to vendors/sub-trades who are not registered.

NOTE: You will find the Education Act and the Map with our schools on our website under Tenders and RFPs.

NOTE: *The Board Office is closed between 12:00 p.m. and 1:00 p.m. Do not deliver the request for proposal during that time.*

“VENDORS BIDDING ON PROJECTS WITH THE NEAR NORTH SCHOOL BOARD AGREE TO BE PAID BY *ELECTRONIC FUNDS TRANSFER (EFT/DIRECT DEPOSIT)* SHOULD THEY BE THE SUCCESSFUL BIDDER.”

REGISTRATION FORM

REQUEST FOR PROPOSAL NNDSB 2019-04 - SALE OF FORMER WILLIAM BEATTY PUBLIC SCHOOL PARKING LOT

If you intend to submit a proposal, it is in your best interest to submit this registration form by fax. No addenda or further information will be available to bidders who have not registered. It is the sole responsibility of the bidder to register their intent in a timely fashion prior to last date for questions to be able to receive addenda. It is also the responsibility of the bidder to confirm receipt of this registration form by the Purchasing Department. **NOTE: The Board Office is closed between 12:00 p.m. and 1:00 p.m. Do not deliver the request for proposal during that time.**

Phone: 705-472-8170, Ext. 5037 or Ext. 5025

Fax back to: Purchasing Department – 705-472-9927

Name of Vendor

Street Address

City

Postal Code

Representative or Contact Person

Telephone

fax

e-mail address

Our mission is to educate learners to their fullest potential in preparation for life-long learning.

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GENERAL TERMS AND CONDITIONS

1. Any response submitted to this Request for Proposal is IRREVOCABLE for 30 days. The highest or any response may not necessarily be accepted. The Board reserves the right to decline any or all responses, in whole or in part, at any time prior to making an award, for any reason or no reason, without liability being incurred by the Board to any bidder. The Near North District School Board reserves the right to award to one bidder.
2. All costs associated with the preparation of the bidder's request for proposal will be solely the responsibility of the bidder.
3. The Near North District School Board reserves the right to cancel this call in whole or in part without making any award at its sole discretion, without any liability being incurred by the Near North District School Board to any bidder for any expense, cost, loss or damage incurred or suffered by the bidder as a result of such withdrawal.
4. All of the terms and conditions of this Request for Proposal of the Near North District School Board are assumed to be accepted by the successful bidder and incorporated into its offer to purchase. If a successful bidder requires the Near North District School Board to enter into a form of the bidder's sales agreement, then the same should be appended to its Response. Any conflict in the wording of the successful bidder's sales agreement and the wording of the terms and conditions of this request shall be resolved in favour of the Board and the terms of conditions of this Request for Proposal of the Near North District School Board shall be deemed to be incorporated into the successful bidder's sales agreement.
5. The Near North District School Board reserves the right to terminate this agreement on a minimum of 30 days written notice if, in its opinion, the successful bidder fails to meet the terms and conditions of the agreement. Notwithstanding the termination of the agreement, the successful bidder shall remain responsible for its obligations under this agreement up to the date of termination. Notwithstanding the termination of this invitation by the Near North District School Board, the Near North District School Board reserves the right to commence an action in a court of competent jurisdiction against the successful bidder for damages that result from the breach of the terms and conditions of the agreement, by the successful bidder.
6. While the Near North District School Board has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained herein is contained solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the Near North District School Board, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve bidders from forming their own opinions and conclusions in respect to the matters addressed in this Request for Proposal.

7. Any offer to purchase submitted which is incomplete, ambiguous, or which contains errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the Near North District School Board.
8. The Near North District School Board reserves the right to reject qualified or conditional Request for Proposals.
9. This Request for Proposal is being issued pursuant to the Near North District School Board's Policies and Procedures. In accordance with those Policies and Procedures, the successful bid must be submitted to the Purchasing Department for the consideration and approval of the appropriate departments Management.
10. An employee of the Near North District School Board shall not have a direct or an indirect interest in a company or own a company bidding on the purchase of property from the Board.
11. The acceptance of an offer to purchase will be made in writing and only in writing.
12. Each respondent is requested to designate, and indicate in his or her proposal, one individual to whom any additional information deemed relevant to the offer to purchase may be communicated.
13. Respondents may not submit more than one (1) proposal, but a proposal may contain multiple options.
14. Any respondent who has questions as to the meaning of any part of this request or who believes the request contains any error, inconsistency or omission should make an inquiry prior to 12:00:00 noon, **Wednesday, June 5, 2019** requesting clarification, interpretation or explanation in writing to the Board at the following address:

Near North District School Board
c/o Paul Barbe
P.O. Box 3110, 963 Airport Road
North Bay, On P1B 8H1
Phone: 800-278-4922 / 705-472-8170

15. Questions may be submitted by facsimile transfer to the above at 705-472-9927. Questions by e-mail to purchasing@nearnorthschools.ca. The onus is on the bidder to confirm receipt of any question by the Purchasing Department.
16. The Near North District School Board reserves the right to distribute any or all questions and answers to all other Respondents.

17. Respondents are requested NOT to make verbal inquiries of the Near North District School Board staff and are reminded that oral information provided to any “Respondent” will not be binding on the Board.
18. Any changes or revisions to the request of offer to purchase will be issued in writing as a formal addendum to all respondents.
19. The respondent understands and agrees that the Board may, if deemed necessary, verify any information provided in any submission.
20. It must be clearly understood that if there is any evidence of misleading or false information having been given, the Board may, in its sole discretion, reject the submission.
21. A formal legal offer submitted on a valid Form 500 OREA – Ontario Real Estate Association Agreement of Purchase and Sale, (included at the end of this document in Appendix “A”) accompanied by a certified cheque for 10% of the offer to purchase signed and dated, together submitted in opaque, sealed envelopes, clearly marked as to contents will be received at the following address until 2:00:00 p.m. local time **Tuesday, June 11, 2019.** Offers submitted on or after 2:00:01 p.m. on the date noted above, will be returned to the Bidder unopened. Fax of E-mailed submissions will not be accepted.

Purchasing Department
Near North District School Board
963 Airport Road
North Bay, On P1C 1A5
Phone: 705-472-8170/ 800-278-4922
22. Note that no interest will be paid by the Near North District School Board on deposits.
23. Proposals are subject to a reserve minimum bid.
24. The highest or any offer to purchase not necessarily accepted.
25. Please Note: All the Request for Proposal submissions will be opened publicly shortly after closing time at the offices of the Near North District School Board, North Bay. Only the names of the bidders/bidder’s companies will be read.

26. Where the Near North District School Board for any reason in its sole discretion decides that an insufficient number of Proposals have been received or that all Proposals received were unsatisfactory, then the Board reserves the absolute right, as it sees fit, to:

- a) withdraw or cancel the Request for Proposal for the Sale of Property;
- b) re-issue the Request for Proposal (on the same or revised terms from the original request)

and the Near North District School Board shall not be liable for any expense, cost, loss or damage incurred or suffered by any Proponent (or any other person) as a result of its so doing.

27. In the event that two or more identical Proposals are received, the Near North District School Board will proceed to procure “best and final offers” from those Proponents involved in order to break the tie.

SITE VISIT

Any perspective bidder wishing to physically inspect the site may contact Paul Barbe, Purchasing Agent either by e-mail – purchasing@nearnorthschools.ca or phone 705-472-8170/800-278-4922, extension 5025 to make arrangements.

Legal Description

A search of the Registry Office indicated the subject property is legally described as follows:

Part of Lot 35, South-East of Gibson St. Plan 22, Part 1, 2, 3, 4 and 5,
42R4815, Subject To R0113375, Town of Parry Sound

Registered Owner

A search of the Registry Office indicated the owners of the subject property are The North Bay Public School Board and The Board of Public School Trustees.

General Overview

Vacant lot in the town of Parry Sound located at 89 Gibson Street, zoned R2 with 79.96 feet frontage with irregular sides on a year round accessible road, services at lot lines, 0.28 acres (12,196 square feet), level & graveled surface with no structures on it. There is a 16 foot right of way through the property and the property is adjacent to an active rail line.

Transportation Facilities

Parry Sound is located off of Highway #11 with Toronto to the south and Sudbury and North Bay to the north.

Municipal Services

The urban areas of Parry Sound enjoy full municipal services including its own fire department, electrical utility, water and sewer services. Natural gas and telephone service, including cellular are available. The Town is policed by the Ontario Provincial Police.

Economy

Sectors of the economy exerting the largest influence include public service, tourism, equipment manufacturing for the primary resources industry, education, transportation, and service companies.

Education Facilities

Canadore College

Shopping

The Town of Parry Sound has a number of local shopping facilities.

General

The subject property is located in the town of Parry Sound.

The neighborhood is centrally located within the Town of Parry Sound and the property is bordered by Gibson St. to the west, Logan's Lane to the north, William St. to the east and Rosetta St. to the south.

Availability of Services

Water, electricity, natural gas, sewer lines, telephone, storm sewers and garbage collection, are provided by municipal services. O.P.P. and fire protection services are all available.

LAND DESCRIPTION AND ANALYSIS

Location

The subject property is municipally addressed as 89 Gibson Street.

Dimensions and Shape

The subject property is irregular rectangular in shape (see sketch appendix A) and contains a calculated area of .28 acres (12,196 square feet) without any buildings on it.

Topography, Drainage and Soil Capacity

The subject property is relatively flat and level. Drainage is via the municipal storm sewer. No soil core samples were analyzed in connection with this report, but it is assumed, from lack of evidence otherwise the soil is capable of supporting the existing improvements.

Rights of Way and Easements

See General Overview

Services

Full municipal services are available to the subject property.

DESCRIPTION OF IMPROVEMENTS

Type and Style

100 Vacant residential land not on water

Age and condition

N/A

Design and Layout

Relatively flat and somewhat irregular rectangular in shape.

Construction and Finish

N/A

Dimensions

See Land Description and Analysis

Services and Systems

N/A

Effective Age and Economic Life

N/A

Site Improvements

N/A

ASSESSMENT

According to information provided by MPAC and the Town of Parry Sound the subject property is assessed as follows:

Address	89 Gibson Street, Parry Sound
Legal Description	PT LT 35 E/S Gibson ST PL 22 PT 1, 2, 3, 4 & 5 42R4815; S/T RO113375
Owner	Near North District School Board and Trustees
Roll Number	4844 010 086 009 10900 0000

ZONING

According to town zoning maps the subject property is zoned ***Residential First Density (R2)***. ***Permitted uses are quoted from zoning by-law 2015-30 and include the following:***

See Zoning By-law 7.0 and 7.1

For clarification contact the town of Parry Sound at 705 746-2101

Town of Parry Sound Zoning By-law

7.0 RESIDENTIAL SECOND DENSITY (R2) ZONE

No person shall use any land or erect, alter or use any building or structure in the Residential Second Density (R2) Zone except in accordance with the following provisions.

7.1 Permitted Uses

Permitted Uses	
Main Use	Accessory Use
All uses permitted in the R1 Zone	All accessory uses to permitted uses in the R1 Zone
Converted Dwelling	<ul style="list-style-type: none"> Home Based Business (see 4.18) Accessory use, building or structure (see 4.1)
Semi-detached Dwelling	<ul style="list-style-type: none"> Home Based Business (see 4.18) Accessory use, building or structure (see 4.1) Bed & Breakfast Establishment (see 4.3)
Duplex Dwelling	<ul style="list-style-type: none"> Home Based Business (see 4.18) Accessory use, building or structure (see 4.1) Bed & Breakfast Establishment (see 4.3)
Triplex Dwelling	<ul style="list-style-type: none"> Home Based Business (see 4.18) Accessory use, building or structure (see 4.1)
Boarding House	<ul style="list-style-type: none"> Accessory use, building or structure (see 4.1)
Home for the Aged, Nursing Home, Long Term Care Facility	<ul style="list-style-type: none"> Accessory use, building or structure (see 4.1)
School	<ul style="list-style-type: none"> Accessory use, building or structure (see 4.1)
Place of Worship	<ul style="list-style-type: none"> Accessory use, building or structure (see 4.1)

PROPOSAL FORM

Name: _____

- .1 Pursuant to and in compliance with Instructions for the Request for Proposal, relating to the sale of the former William Beatty Public School Parking Lot by the Near North District School Board, as per issued documents including Addenda numbered and dated as follows:

1. _____ 3. _____
2. _____ 4. _____

The undersigned, having become thoroughly familiar with the terms and conditions of the document and with the property being offered for sale by the Near North District School Board hereby attaches a formal legal offer to purchase in the form of an **“Agreement of Purchase and Sale”** along with a certified cheque for 10% of the stipulated price, in lawful Canadian Funds made out to the “Near North District School Board”.

- .2 The undersigned hereby accepts the terms of the instructions for the Request for Proposal as related to the RFP process and acknowledges that the Owner has the right to reject this Proposal, but that this Proposal shall remain open and irrevocable for a period of 30 days from the date of closing.
- .3 All bidders will be notified in writing by the Owner, or a representative on behalf of the Owner, of the acceptance of this Proposal, within 30 days of the closing date.

SIGNATURE FORM

Signed, sealed and submitted for and on behalf of:

Company Name / Name

Address

Postal Code

Contact Information

Name and Title (Print)

Witness Name and Title (Print)

Signature

Witness Signature

Date

APPENDIX “A”

SEE IN SEPARATE FILES

Location Map

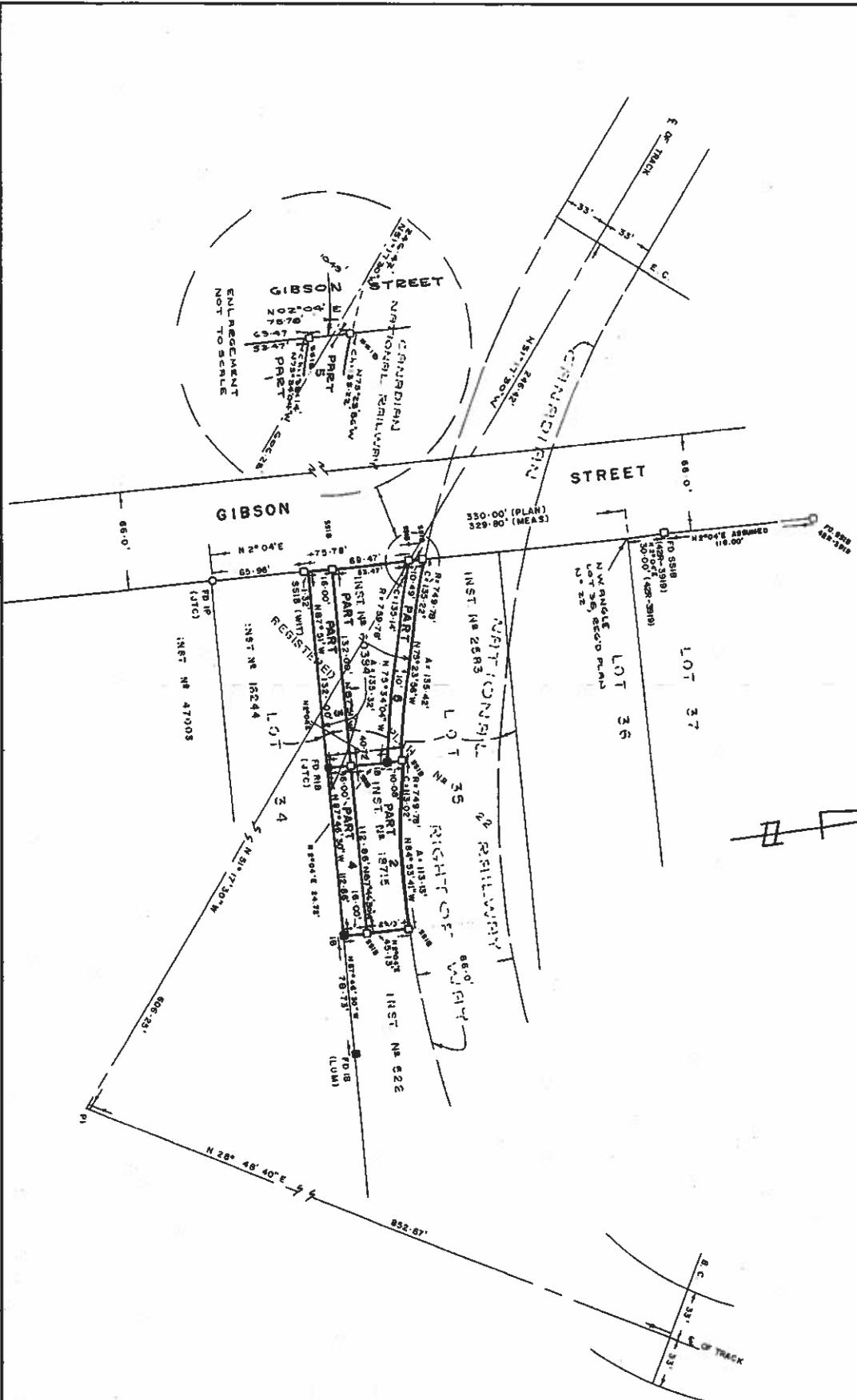
Property Sketch

SCHEDULE “B” TO THE AGREEMENT OF PURCHASE & SALE

FORM 500 - THE AGREEMENT OF PURCHASE & SALE



PLAN AND FIELD NOTES OF SURVEY OF
 PART OF LOT 36, EAST SIDE OF GIBSON STREET
 NORTH OF ROSETTA STREET, REGISTERED PLAN NO 22,
 TOWN OF PARRY SOUND
 DISTRICT OF PARRY SOUND
 SCALE: 1 INCH = 50 FEET
 PAUL F. FORTH, O.L.S. - 1976



CAUTION

THIS PLAN IS NOT A PLAN OF SUBDIVISION
 WITHIN THE MEANING OF SECTION 29, 32
 OR 38 OF THE PLANNING ACT RSO 1970

RECEIVED AND DEPOSITED AS
 PLAN 42R-4815
 DATE NOVEMBER 25, 1976

PAUL F. FORTH
 ONTARIO LAND SURVEYOR
 PARTS 3, 4, 5 SUBJECT TO REGISTER-A
 DATE: NOVEMBER 12, 1976
Paul F. Forth

NOTE

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 HANGING LINES HAVE BEEN VERIFIED.
 BEARINGS ARE ASTROMONIC DERIVED FROM THE EAST
 SIDE OF GIBSON ST REGISTERED PLAN NO 22, CORNER
 N 2° 04' E ASSUMED, AS SHOWN ON 42R-3919.

LEGEND

- SSB DENOTES 1"90.124" SHORT STANDARD IRON BAR
- 1B - 5/8" 30.124" IRON BAR
- RIB - 1/2" 9.124" ROUND IRON BAR
- IP - 1" 9.124" IRON PIPE
- JTC - J.T. COLTMAN, O.L.S.
- L.M. - L.L. MAUGHAN, O.L.S.
- MEAS. - MEASURED

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE
 WITH THE SURVEY ACT AND THE REGISTER ACT AND THE
 REGULATIONS MADE THEREUNDER.

2. THIS SURVEY WAS COMPLETED ON THE 8TH DAY OF
 NOVEMBER, 1976

NOVEMBER 12, 1976
 PARRY SOUND, ONTARIO

Paul F. Forth
 PAUL F. FORTH
 ONTARIO LAND SURVEYOR

**SCHEDULE "B" TO THE
AGREEMENT OF PURCHASE AND SALE**

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

Purchaser:

Vendor: Near North District School Board

1. The Buyer acknowledges that it has or will inspect the property and acknowledges and agrees that the Seller has not made and will not be asked to make any representation or warranty of any kind with respect to the property. The Buyer further acknowledges that there are no conditions or warranties, whether express or implied, statutory or non-statutory, affecting or in any way relating to the property and the Buyer has satisfied himself on all matters concerning the property. In particular, there are no warranties or conditions, express or implied, statutory or non-statutory, relating to the Seller's interest in the property, its description, its quality, state of repair, degree of maintenance, fitness for any present or intended purpose or use, its physical condition and/or compliance or non-compliance with environmental rules, regulations or legislative provisions. The property is being acquired on an "as is", where is "basis".

2. For greater certainty, the Seller has not made and will not make any representation or warranty whatsoever as to the existence or non-existence of urea formaldehyde insulation, asbestos, PCB's, radium, radon or radon daughters, or any other substances, liquids or materials, whether hazardous or toxic or not, which are or which may constitute on their own or together in combination with any other substance contaminants or pollutants of any environment, including the natural environment. The Seller has not made and will not make any representation or warranty regarding the compliance of the property with any environmental regulation, whether federal, provincial or municipal. The Buyer acknowledges that it has satisfied or will satisfy itself with respect to such matters.

3. The Buyer acknowledges that the property may be subject to the following, all of which the Buyer agrees to accept and take title subject to, and further confirms that the Seller shall not be obligated to take any actions in respect thereof:
 - (i) The reservations, limitations, provisions and conditions expressed in the original Agreement from the Crown and all statutory exceptions to title;

- (ii) Any registered restrictions or covenants that run with the property provided the same have been complied with in all material respects;
- (iii) Any easements or rights of way, not materially or adversely impairing the present use of the property;
- (iv) Any agreements with municipal, utilities or public authorities provided the same have been complied with in all material respects; and
- (v) Any minor encroachments which might be revealed by an up to date survey of the property.

4 The Seller shall not be obligated to remove from the property any unwanted fixtures or chattels existing as of the closing date but shall be entitled to do so if it so chooses.

5 The description of the property is believed by the Seller to be correct, but if any statement, error or omission shall be found to or in the particulars thereof, the same shall not annul the sale nor entitle the Buyer to be relieved of any obligation hereunder, nor shall any compensation be allowed to either the Seller or the Buyer in respect thereof.

6 The Buyer shall not cause or permit any assignment or notice of this Agreement or any caution or certificate of pending litigation (collectively "Notices") to be registered against title to the property, and the Buyer hereby agrees to indemnify and save the Seller harmless from all costs, claims, demands or damages (including solicitor's fees on a solicitor and client basis) suffered by the Seller as a result of the Buyer's breach of this provision. The Buyer hereby irrevocably appoints the Seller as its lawful attorney with full power to take all action necessary to remove any Notices from title. In addition to the foregoing, if the Buyer causes or permits any Notices to be registered, the Seller may upon written notice to the Buyer terminate this Agreement.

7 Except as herein expressly stated no representation, statement, understanding or agreement has been made or exists, either oral or in writing, which in any way affects the terms of this Agreement.

8 This Agreement may be assigned by the Buyer without the prior written consent of the Seller but the assignment of the Agreement shall not release the party which has executed this Agreement from any liability for non-completion of this Agreement, including without limitation, the payment of the purchase price. The Buyer shall be liable for all obligations and liabilities of the Buyer under this Agreement, including any obligations and liabilities arising from the failure to complete the transaction contemplated by this Agreement, notwithstanding any future assignment

of this Agreement. Any assignment of this Agreement by the Buyer shall also be deemed to assign all of the Buyer's interest in any Deposit or interest earned thereon.

- 9 In the event of any conflict or inconsistency between the provisions of the Agreement of Purchase and Sale and this Schedule A, the provisions of the Schedule B shall govern and prevail.

Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this day of, 20.....

BUYER,, agrees to purchase from
(Full legal names of all Buyers)

SELLER,, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address
fronting on the side of
in the
and having a frontage of more or less by a depth of more or less
and legally described as
..... (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$)
..... Dollars

DEPOSIT: Buyer submits
(Herewith/Upon Acceptance/as otherwise described in this Agreement)
..... Dollars (CDN\$)

by negotiable cheque payable to..... "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A **attached hereto form(s) part of this Agreement.**

1. IRREVOCABILITY: This offer shall be irrevocable by until a.m./p.m. on
(Seller/Buyer)
the day of, 20....., after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the day of
....., 20..... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLERS(S):

3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. CHATELS INCLUDED:

.....

.....

.....

.....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:

.....

.....

.....

.....

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

.....

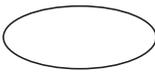
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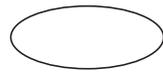
.....

.....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): 

INITIALS OF SELLERS(S): 

- 8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of....., 20....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- 9. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
- 10. TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
- 12. DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLERS(S):

- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
 (Witness) (Buyer/Authorized Signing Officer) (Seal) DATE

.....
 (Witness) (Buyer/Authorized Signing Officer) (Seal) DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
 (Witness) (Seller/Authorized Signing Officer) (Seal) DATE

.....
 (Witness) (Seller/Authorized Signing Officer) (Seal) DATE

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

.....
 (Witness) (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at a.m./p.m. this day of, 20.....

.....
 (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage Tel.No.(.....)

.....
 (Salesperson / Broker Name)

Co-op/Buyer Brokerage Tel.No.(.....)

.....
 (Salesperson / Broker Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE

(Seller)

..... DATE

(Seller)

Address for Service

..... Tel.No.(.....)

Seller's Lawyer

Address

Email

(.....) Tel.No. (.....) FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE

(Buyer)

..... DATE

(Buyer)

Address for Service

..... Tel.No.(.....)

Buyer's Lawyer

Address

Email

(.....) Tel.No. (.....) FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
 In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

.....
 (Authorized to bind the Listing Brokerage)

.....
 (Authorized to bind the Co-operating Brokerage)

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Schedule A

Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

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

BUYER,, and

SELLER,

for the purchase and sale of

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

Buyer agrees to pay the balance as follows:

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

INITIALS OF BUYER(S):

INITIALS OF SELLERS(S):

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