



AGREEMENT OF PURCHASE AND SALE

Approved by The New Brunswick Real Estate Association for use by members under
An Act to Incorporate The New Brunswick Real Estate Association



The attached schedule, if applicable, forms part of this contract:

- Vacant Land
- Mini/Mobile Home
- Condominium
- Multi-Use Residential Income Properties

The Buyer Guillaume Girard

offers to buy from the Seller Dwight Hornibrook through

The Right Choice Realty

Seller's Agent (Company)

eXp Realty

Buyer's Agent (Company)

the Property designated as civic address: 155 Lian Street Unit# 103 103 Fredericton NB E3C0L9

having PID(s): 75503789 PAN #: 06378231 (the "Property")

at a purchase price of Two Hundred Seventy-Nine Thousand Nine Hundred Dollars

(\$ 279,900.00) on the following terms and conditions:

1. HST


The Seller is responsible to determine if the transaction is subject to HST. The parties agree that **IF** this transaction is subject to HST, any such HST applicable to the transaction

IS included in the purchase price.

IS NOT included in the purchase price.


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Initials

2. CLOSING DATE

This Agreement shall be completed on or before the 31 day of August, 2023 (hereinafter called the "Closing Date"). Vacant possession of the Property shall be given to the Buyer, unless otherwise specified. The Seller shall ensure that the Property is available and accessible for the pre-closing inspection by 3 **p.m.** on or before the 30 day of August, 2023.

3. SALE OF BUYER'S PROPERTY

(a) This offer **IS** or **IS NOT** subject to the sale of the Buyer's Property located at _____ on or before the _____ day of _____, 20____.

(b) It is agreed and understood that the Seller may continue to offer the Seller's property for sale. If another offer, acceptable to the Seller, is obtained, the Seller or Seller's Agent shall notify the Buyer or Buyer's Agent. This notice shall be communicated without delay and followed up by written notice to the Buyer or Buyer's Agent. The Buyer will be allowed _____ hours, Sundays and holidays included, from the time of the written notice to remove all conditions related to the sale of the Buyer's property, failing which this agreement becomes null and void. Neither the Seller nor the Seller's Agent will be liable for any cost or damages incurred by the Buyer.

(c) The Buyer **IS** or **IS NOT** required to meet or exceed (in the opinion of the Seller), the terms and conditions of any new offer acceptable to the Seller.

(d) It is agreed and understood that at any time before the Seller or Seller's Agent gives notice to the Buyer or Buyer's Agent regarding another acceptable offer, the Buyer may waive this condition however, this condition must be waived _____ days before the Closing Date, failing which this Agreement becomes null and void.

Acknowledgement of completion of Page 1 - Buyer's Initials


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Seller's Initials


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Page 1 of 6

Property designated as civic address: 155 Lian Street Unit# 103 103 Fredericton NB E3C0L9

4. DEPOSIT

(a) Deposit(s) will be payable to the Listing Agent, to be held in trust, pending completion or other termination of this Agreement. The deposit(s) shall be credited towards the purchase price on completion, and the Buyer shall pay the balance of the purchase price on closing or as otherwise stated in this Agreement.

(b) The Buyer submits with this offer Three Thousand Dollars (\$ 3,000.00) CASH / CHEQUE / OTHER: EFT April 25.

(c) The Buyer agrees to increase deposit to \$ _____ (or _____% of purchase price) CASH / CHEQUE / OTHER: _____ on or before _____ day of _____, 20____ or within _____ days of receipt of waiver of clause #3.

5. FINANCING

This Agreement is subject to the Buyer or the Buyer's agent delivering written proof of financing to the Seller or the Seller's Agent in the amount of approximately \$ _____ (or _____% of purchase price) on or before the 26 day of April, 2023, failing which this agreement becomes null and void. If Financing is subject to Sale of Buyer's Property, a final approval of financing will be provided to the Seller or Seller's Agent within _____ days of receipt of waiver of clause #3.

6. INSPECTION

The Buyer DOES or DOES NOT require an inspection of the Property. The Buyer is urged to carefully inspect the Property and may, if desired, have the Property inspected at the Buyer's expense. If the results of the inspection are not satisfactory to the Buyer, the Buyer may terminate this Agreement by delivering written notice to the Seller or the Seller's Agent by the _____ day of _____, 20____ or within _____ days of receipt of waiver of clause #3, upon which this Agreement becomes null and void.

7. INSURANCE

This offer IS or IS NOT conditional on the Buyer obtaining insurance for the Property satisfactory to the Buyer, effective on the closing date. The Buyer must deliver written notice, to the Seller or Seller's Agent by the _____ day of _____, 20____ or within _____ days of receipt of waiver of clause #3, failing which this agreement becomes null and void. The Seller agrees to co-operate in providing access to the Property as required for the fulfillment of this condition.

8. WATER TEST

The Buyer, at the Buyer's expense, DOES or DOES NOT require the water supply to be tested for:

potability (E.coli / Coliform) any additional criteria (chemical / mineral): _____

If the results of such testing fail to meet the *Guidelines for Canadian Drinking Water Quality* or any additional criteria as specified, the Buyer may terminate this Agreement by delivering written notice to the Seller or Seller's Agent by the _____ day of _____, 20____ or within _____ days of receipt of waiver of clause #3, upon which this Agreement becomes null and void.

9. ENVIRONMENT

The Buyer DOES or DOES NOT require a Phase I environmental assessment at the Buyer's expense. If the results of the assessment are not satisfactory to the Buyer, the Buyer may terminate this Agreement by delivering written notice to the Seller or Seller's Agent by the _____ day of _____, 20____ or within _____ days of receipt of waiver of clause #3, upon which this Agreement becomes null and void.

10. RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

The Seller WILL or WILL NOT provide a current Residential Property Disclosure Statement to the Buyer on or before the 18 day of April, 2023. If the information contained in the Residential Property Disclosure Statement is not satisfactory to the Buyer, the Buyer may terminate this Agreement by delivering written notice to the Seller or Seller's Agent by the 18 day of April, 2023 upon which this Agreement becomes null and void.

Acknowledgement of completion of Page 2 - Buyer's Initials


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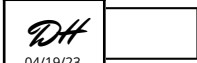
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Property designated as civic address: 155 Lian Street Unit# 103 103 Fredericton NB E3C0L9

11. ADDITIONAL TERMS AND CONDITIONS

This Agreement is further subject to the following terms and conditions:

 
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12. ADJUSTMENTS

Property taxes, rentals, leases, municipal charges, fuel/heating items on the premises and assessments are to be adjusted to the Closing Date. The cost of municipal improvements, betterment charges, and capital charges for utility or municipal services completed as of the date of this Agreement, whether billed or not, are to be paid by the Seller on or before the Closing Date unless otherwise stated.

13. RISK

The Property being purchased shall be and remain at the risk of the Seller, pending completion of the sale. The Seller shall hold all insurance policies and the proceeds thereof, in trust for the parties as their interests may appear. In the event of damage, the Buyer may, at the Buyer's option, agree to complete the purchase with the proceeds of the Seller's unit policy. Alternatively, the Buyer may, at the Buyer's option, declare this Agreement null and void.

14. FIXTURES / CHATTELS / LEASED EQUIPMENT

(a) All existing **fixtures** on the property, which may include but are not limited to: flooring and floor coverings, drapery tracks, ceiling fans and light fixtures, built-in appliances, bathroom mirror(s), heating-ventilating-air conditioning equipment, garage door opener(s), central vacuum, and all applicable accessories/remote(s) and all other items secured by means of nails, screws, plumbing, wiring, ducting and related accessories are to be included in the purchase price except items which are leased or rented including those specifically listed herein in this Agreement, with the following exceptions:

(b) The following **chattels** owned by the Seller and presently located at the Property shall remain with the Property, to be included in the purchase price, and shall be conveyed to the Buyer in good working order, free and clear of encumbrances, on the date of closing:


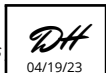
Fridge Stove Dishwasher Washer Dryer Window Covering , Garage door openers, remote for heat pump

(c) The Seller agrees to inform the Buyer of any **leased equipment**. In the case of leased equipment, the Buyer may be required to purchase the product from the lessor or assume the existing lease. Current leased equipment is (include lessor name below):

- Hot Water Tank: NB POWER Furnace / Heating System: _____
- Propane Tank: _____ Security System: _____
- Other: _____

15. SURVEY

The cost of a New Brunswick Land Surveyor's Real Property Report shall be the responsibility of the Buyer. Notwithstanding the foregoing, the Seller is to supply to the Buyer or Buyer's Agent any New Brunswick Land Surveyor's Real Property Report / Subdivision Plan / Survey Plan that may be in the Seller's possession, without warranty.

Acknowledgement of completion of Page 3 - Buyer's Initials  Seller's Initials 
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16. TITLE SEARCH

The Buyer may examine the title of the Property at the Buyer's expense and any valid objection to title which the Buyer wishes to make shall be made in writing to the Seller on or before the day of closing. In the event a valid objection to title is made that the Seller is unable or unwilling to remove prior to closing, and which the Buyer does not waive, this Agreement becomes null and void.

17. CONVEYANCE

The conveyance of the Property shall be by Transfer, Deed, or Bill of Sale drawn at the expense of the Seller, to be delivered on payment of the purchase price on the Closing Date. The Property is to be conveyed free from encumbrances, except utility easements that do not materially affect the enjoyment of the Property, registered restrictions, or covenants that affect the Property.

18. ADDITIONAL DOCUMENTS

The attached additional documents, if applicable, form part of this contract:

- Covenants
- Builder's Specifications
- Municipal Drainage Plans
- Floor Plans
- House Plans
- Schedule: A
- Other: _____
- Other: Condo Schedules

19. GENERAL

- (a) Any tender of documents to be delivered or money payable may be made by the Seller, Seller's Agent or Lawyer or the Buyer, Buyer's Agent or Lawyer or any other party acting on their behalf. Money paid, subsequent to the deposit, shall be by Solicitor's trust cheque, certified cheque, or the equivalent, drawn on a chartered Canadian Bank, Trust Company or Credit Union.
- (b) The Buyer shall have the right, upon providing the Seller with reasonable notice, to conduct a pre-closing inspection of the Property to ensure that the Property is in the same state of repair and condition as viewed on the date of this Agreement. If the Property is not in the same state of repair and condition and the Seller is unable or unwilling to make the necessary repairs, then this Agreement may become null and void at the Buyer's discretion.
- (c) All warranties and representations contained in this Agreement shall survive the closing unless otherwise stated in this Agreement.
- (d) In all aspects of this Agreement, time shall be of the essence. In the event of a written agreement of extension, time shall continue to be of the essence. This Agreement shall be to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and assigns.
- (e) This Agreement is to be read with all changes of gender or number as the context requires. This Agreement shall constitute the entire Agreement between the parties and shall be governed by the laws of the Province of New Brunswick.
- (f) The Seller and the Buyer agree to be bound by offers and counter offers and related documentation and/or communication that may be transmitted electronically and that reproductions of the signatures therein will be treated as originals.
- (g) The Buyer and Seller have the right to seek legal counsel with respect to this Agreement.
- (h) If the Buyer defaults in the completion of the sale under the terms of this Agreement, any money paid hereunder shall be forfeited to the Seller without interest or penalty by way of liquidated damages, or the Seller may, at the Seller's option, compel the Buyer to complete the sale.
- (i) If this Agreement becomes null and void under the terms of this Agreement, all deposits paid shall be returned to the Buyer in full. By signing this Agreement, the Buyer and Seller consent and irrevocably instruct the Seller's Agent to release all deposits to the Buyer without interest or penalty.
- (j) In the event that 19(i) is applicable, the Buyer and Seller both agree to release and forever discharge each other, the Seller's Agent and the Buyer's Agent from any claims that either party has or may have arising from the deposit.
- (k) Once received and accepted, all Schedules and additional documents attached shall form part of this Agreement of Purchase and Sale and shall be deemed acceptable to the Buyer and Seller.
- (l) The Seller warrants that the Property IS or IS NOT registered under the Farm Land Identification Program (FLIP).

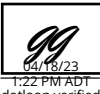
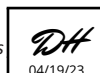
20. AGENCY RELATIONSHIP

The Seller and the Buyer acknowledge having received, read and understood the "WORKING WITH A REALTOR®" form, as published by The New Brunswick Real Estate Association and acknowledge and confirm as follows:

(a) The Seller DOES or DOES NOT have an Agency relationship with:

The Right Choice Realty as represented by Brent Urquhart
 NAME OF AGENT (company) NAME OF REALTOR® (please print)

 NAME OF AGENT (company) as represented by _____
 NAME OF REALTOR® (please print)

Acknowledgement of completion of Page 4 - Buyer's Initials  / Seller's Initials 
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(b) The Buyer DOES or DOES NOT have an Agency relationship with:

eXp Realty as represented by Alexandra Daigle
NAME OF AGENT (company) NAME OF REALTOR® (please print)

(c) The Buyer and the Seller acknowledge that by signing this Agreement they have consented to a Dual Agency relationship with:

_____ as represented by _____
NAME OF AGENT (company) NAME OF REALTOR® (please print)

NAME OF REALTOR® (please print)

21. TIME FOR ACCEPTANCE

This offer shall be open for acceptance until 6 p.m. on the 18 day of April, 2023.
Notification of the acceptance of this offer shall be communicated by the Seller's Agent to the Buyer's Agent prior to the designated time and date or this Agreement becomes null and void.

Dated at _____, this 18 day of April, 2023.

Signed and delivered in the presence of:

WITNESS

WITNESS

Guillaume Girard dotloop verified
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BUYER **Guillaume Girard**

BUYER

22. ACCEPTANCE

The Seller hereby confirms this offer was presented and accepted at _____ on the _____ day of _____, 20____.

Signed and delivered in the presence of:

WITNESS

WITNESS

Dwight Hornibrook dotloop verified
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SELLER **Dwight Hornibrook**

SELLER

23. REJECTION

The Seller hereby confirms this offer was presented and rejected at _____ on the _____ day of _____, 20____.

Signed and delivered in the presence of:

WITNESS

WITNESS

SELLER **Dwight Hornibrook**

SELLER

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dotloop verified

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24. COUNTER OFFER

(a) The Seller hereby confirms having read and understood this Agreement and has **MODIFIED THE PRICE TO** or **ACCEPTED THE PRICE**

OF: _____ Dollars (\$ _____)

along with the following amendments:

This counter offer shall be open for acceptance until _____ on the _____ day of _____, 20____.

Notification of the acceptance of this counter offer shall be communicated by the Buyer's Agent to the Seller's Agent prior to the designated time and date or this Agreement becomes null and void.

Dated at _____, this _____ day of _____, 20____.

Signed and delivered in the presence of

WITNESS

SELLER **Dwight Hornibrook**

WITNESS

SELLER

(b) The Buyer hereby agrees to the above price of \$ _____ and all other amendments contained in this counter offer.

- OR -

(c) The Buyer hereby confirms this counter offer was presented and rejected at _____ on the _____ day of _____, 20____.

Dated at _____, this _____ day of _____, 20____.

Signed and delivered in the presence of

WITNESS

BUYER **Guillaume Girard**

WITNESS

BUYER

Seller's Solicitor: Al Irvine

Phone: _____ Fax: _____

Buyer's Solicitor: Youseff Law Group

Phone: _____ Fax: _____

