

## **BUILDING PERMIT**

This Offer is conditional upon the Buyer determining, at his own expense, that a building permit for the structure indicated on Schedule \_\_\_\_ attached hereto is available with respect to the property. Unless the Buyer gives notice in writing delivered to the Seller by \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction or interest.

## **BUYER AGENCY DEPOSITS**

### **Deposit Increase – Additional Payment**

The Buyer agrees to pay a further sum of \_\_\_\_\_ (\$ \_\_\_\_\_) to the Listing Broker, by cheque, on or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as a supplementary deposit to be held in trust pending completion or other termination of this Agreement. This amount is to be credited towards the purchase price on completion of this transaction.

### **Deposit – Interest Bearing**

NOTE: The Listing Broker is required to have Social Insurance Number(s) before paying interest on deposits.

#### a) Condition

The Buyer and the Seller hereby direct that the Broker holding the deposit to place same in an interest bearing account or term deposit, with any accrued interest on the deposit to be paid to the Buyer as soon as possible after completion or other termination of this Agreement. In the event that possession date is advanced, the Buyer agrees to accept the short term rate for deposits withdrawn before maturity.

#### b) Notice to Buyer of Investment of Deposit

Pursuant to the terms of the agreement of purchase and sale dated \_\_\_\_\_, the deposit of \$ \_\_\_\_\_ in this transaction has been invested in an interest bearing account at the \_\_\_\_\_ (insert name of financial institution) on the following terms:

## **SAMPLE DISCLAIMER CLAUSE FOR FEATURE SHEETS**

The information contained herein has been obtained through sources deemed reliable by INSERT NAME OF SALESPERSON and INSERT NAME OF REAL ESTATE COMPANY, but cannot be guaranteed as to its accuracy. The buyer is advised to obtain independent verification of any information which is of material interest to them.

## **ENVIRONMENTAL CONDITION**

### **All Inclusive (Condition)**

This Offer is conditional upon the Buyer determining, at his/her own expense:

- that all environmental laws and regulations have been complied with;
- that no hazardous conditions or substances exist on the land;
- that no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein;
- that no pending litigation exists or has arisen respecting environmental matters;
- that no outstanding orders, investigations, charges, or prosecutions respecting environmental matters from or by either the federal or provincial Departments of Environment exist for the said property; that there has been no prior use of the said property as a waste disposal site; and
- that all applicable licenses are in force.

The Seller agrees to provide to the Buyer upon request all documents, records, and reports relating to environmental matters in possession of the Seller. The Seller further authorizes Environment Canada and Manitoba Conservation to release to the Buyer, his agent or solicitor, any and all information that may be on record in the Ministry offices with respect to the said property. Unless the Buyer gives notice in writing delivered to the Seller by \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction or interest.

## **FIXTURES/CHATTELS**

### **Fixtures/Chattels - No Warranty**

The Seller and Buyer acknowledge that there is no express or implied warranty on the chattels included in this Agreement of Purchase and Sale.

### **Fixtures/Chattels - Good Working Order**

The Seller represents and warrants to the best of his knowledge and belief that the following fixtures and chattels: \_\_\_\_\_  
\_\_\_\_\_ are now, and on the possession date will be, in good working order. The parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

### **Seller Representation (General Clause)**

The Seller represents and warrants to the best of his knowledge and belief, and acknowledges that the Buyer is relying upon such representation and warranties in connection with the purchase by the Buyer of the property that, on possession date:

- There are no known problems with the electrical, plumbing, or heating systems.
- The property and adjacent lands have never been used as a waste disposal site and that hazardous material or potential contaminants (save for things in normal household use) have not been stored on the property or in the dwelling, or on any lands adjacent thereto.

- There is no known damage to the basement, roof or elsewhere caused by water see page or flooding.
- The chattels and fixtures remaining with the property are the property of the Vendor, are free and clear of encumbrance, and are in good working order.

The parties agree that these representations and warranties shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction. The Buyer, at the Buyer's sole option, may terminate this Agreement at any time prior to completion in the event any of the representations and warranties contained herein are incorrect, and the deposit shall be returned to the Buyer in full without interest or deduction.

## **GST CLAUSES**

### **Property Subject To GST**

If this transaction is subject to Goods and Services Tax (GST), then such GST shall be in addition to and not included in the purchase price, and GST shall be collected and remitted in accordance with applicable legislation.

### **Property Not Subject To GST**

The Seller warrants that this transaction is not subject to Goods and Services Tax (GST) and agrees to provide, on or before closing, to the Buyer, or Buyer's lawyer, a certificate in the form prescribed by the applicable legislation (if so prescribed, or otherwise in a form reasonably satisfactory to the Buyer or Buyer's lawyer) certifying that the transaction is not subject to GST.

### **GST Where Buyer is a Registrant (Commercial Component)**

The Buyer shall deliver to the Seller on closing:

1. a statutory declaration that the Buyer is a registrant within the meaning of Part IX of the Excise Tax Act of Canada (the "Act") and that the Buyer's registration is in full force and effect;
2. reasonable evidence of the Buyer's registration under the Act; and
3. an undertaking by the Buyer to remit any tax owing under the Act in respect of this transaction and to indemnify the Seller against all loss, costs, and damages resulting from the Buyer's failure to do so.

## **HIGHWAYS PROTECTION ACT**

### **Condition for Permit from Highway Traffic Board for Construction of Access**

This Offer is conditional upon the Buyer obtaining a permit under The Highways Protection Act from The Highway Traffic Board for the construction of an access from Provincial Trunk Highway No. \_\_\_\_\_ to the said property and any proposed building within the control area by \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, failing which this Offer shall become null and void, and the Buyer's deposit shall be returned in full without interest or deduction.

## **INSPECTION OF PROPERTY**

### **Inspection by a Home Inspector**

This Offer is conditional upon the inspection of the subject property by a qualified home inspector who is a member in good standing of the Manitoba Chapter of the Canadian Association of Home Inspectors and the obtaining of a report that is satisfactory to, and paid for by, the Buyer. Unless the Buyer gives notice in writing delivered to the Seller by \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction or interest. The Seller agrees to cooperate in providing access to the structure for the purpose of this inspection. This condition is included for the sole benefit of the Buyer and may be waived at his option by notice in writing to the Seller within the time period stated herein.

### **Inspection by a Third Party**

This Offer is conditional upon the inspection of the subject property by

\_\_\_\_\_ and the obtaining of a report satisfactory to the Buyer at his own expense. Unless the Buyer gives notice in writing delivered to the Seller by \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction or interest. The Seller agrees to cooperate in providing access to the structure for the purpose of this inspection. This condition is included for the sole benefit of the Buyer and may be waived at his option by notice in writing to the Seller within the time period stated herein.

### **Inspection of Property – Termites**

This Offer is conditional upon the Buyer or his appointed representative inspecting the subject property for termites and the obtaining of a report satisfactory to the Buyer at his own expense. Unless the Buyer gives notice in writing delivered to the Seller by \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction or interest. The Seller agrees to cooperate in providing access to the structure for the purpose of this inspection. This condition is included for the sole benefit of the Buyer and may be waived at his option by notice in writing to the Seller within the time period stated herein.

### **Right of Re-inspection**

The Buyer shall have the right to inspect the property one further time prior to possession, provided that written notice is given to the Seller. The inspection is to be at a mutually agreed upon time.

## LAND RESTRICTIONS

### Crown Land Restrictions/Reservations

The Seller hereby declares to the Buyer, and the Buyer acknowledges, understands, and accepts that this property is subject to certain reservations of the Crown, specifically but not limited to the fact that the \_\_\_\_\_ have been reserved.

### Hazard Land, Flood Plain, Environmentally Protected Area

This Offer is conditional upon the Buyer determining, at his own expense, that no portion of the property has been designated as an environmental hazard, flood plain, or an environmentally protected area. Unless the Buyer gives notice in writing delivered to the Seller by \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, that this condition has been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction or interest.

### LAWYER/SOLICITOR APPROVAL

This Offer is subject to the approval of the terms and conditions stated herein by the Buyer's (or Seller's) lawyer on or before \_\_\_\_\_. Unless the Buyer (or Seller) gives notice in writing delivered to the Seller (or Buyer) by \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction or interest. This condition is included for the sole benefit of the Buyer (or Seller) and may be waived at his option by notice in writing to the Seller (or Buyer) within the time stated herein.

### MORTGAGES

#### Mortgage Finder's Fee

The Seller acknowledges that the agent will receive a Finder's Fee of \$ \_\_\_\_\_ in connection with the arranging of financing for the Buyer.

#### Vendor Take Back Mortgage

The Seller agrees to take back a \_\_\_\_\_ Mortgage in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) to secure the unpaid portion of the purchase price, bearing interest at the rate of \_\_\_\_\_% per annum, calculated semi-annually not in advance, repayable in blended monthly payments of \_\_\_\_\_ (\$ \_\_\_\_\_), including both principal and interest, and to run for a term of \_\_\_\_\_ years from the date of completion of this transaction, at which time the unpaid portion shall become payable in full.

### **Prepayment Privileges:**

a) Fully Open

This Mortgage shall contain a clause permitting the Mortgagor, when not in default, the privilege of prepaying the whole or any part of the principal sum outstanding on any payment date or dates without notice or bonus.

b) Open on Anniversary Date

This Mortgage shall contain a clause permitting the Mortgagor, when not in default, the privilege of prepaying on each anniversary date a sum not to exceed \_\_\_\_\_% of the original principal amount, without notice or bonus.

c) Subject to Bonus

This Mortgage shall contain a clause permitting the Mortgagor, when not in default, the privilege of prepaying on each anniversary date a sum not to exceed \_\_\_\_\_% of the original principal amount, subject to a bonus of \_\_\_\_\_ month's interest on the amount of principal being repaid.

### **Renewal Privilege**

This Mortgage shall contain a clause permitting the Mortgagor, when not in default, the privilege of renewing this Mortgage on its maturity, for a further term of \_\_\_\_\_ years on the same terms and conditions save and except for the right to any further renewal and the rate of interest which is to be mutually agreed upon. If the parties cannot agree to the rate of interest, the rate shall equal the prime rate of \_\_\_\_\_% on the maturity date of this mortgage plus \_\_\_\_\_%.

### **Right to Demolish**

This Mortgage shall contain a clause providing that the Mortgagor shall have the right to alter or demolish any or all of the existing buildings now on the property without such activity constituting waste under the terms of this Mortgage, provided that such alteration or demolition shall comply with all applicable bylaws, building codes, or other applicable laws or regulations.

### **Transfer/Acceleration Provision**

This Mortgage shall contain a clause providing that if the Mortgagor sells, assigns, or otherwise transfers title to the property or places a Mortgage on the property without the express consent of the Mortgagee then, at the sole option of the Mortgagee, all monies secured thereby shall become due and payable immediately, together with interest accrued to the date thereof.

### **POSSESSION DATE**

#### **Change of Possession Date by Buyer**

Notwithstanding the possession date set out in this Offer, the Buyer may advance (postpone) the possession date of this transaction by not more than \_\_\_\_\_ days, by giving written notice of the amended possession date to the Seller or his solicitor at least \_\_\_\_\_ days in advance of the earlier of the possession date set out herein and the amended possession date.

## **Change of Possession Date by Seller**

Notwithstanding the possession date set out in this Offer, the Seller may advance (postpone) the possession date of this transaction by not more than \_\_\_\_\_ days, by giving written notice of the amended possession date to the Buyer or his solicitor at least \_\_\_\_\_ days in advance of the earlier of the possession date set out herein and the amended possession date.

## **SALE OF BUYER'S PROPERTY**

### **Sale of Buyer's Property**

This Offer is conditional upon the sale of the Buyer's property known as \_\_\_\_\_ . Unless the Buyer gives notice in writing delivered to the Seller by \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without interest. This condition is included for the sole benefit of the Buyer and may be waived at his option by notice in writing to the Seller within the time period stated herein.

### **Sale of Buyer's Property - 48 Hour Clause**

The attached offer to purchase is accepted by the Seller, subject to a condition that the Seller may continue to offer the property for sale and if the Seller receives any other acceptable offer to purchase during the period in which the attached offer remains conditional upon the arranging of financing, or the sale of the Buyer's own residence, or upon any other condition, the satisfaction of which or the waiver of which is necessary before this offer and its acceptance shall be binding upon the Seller and Buyer, then the Seller may give 48 hours written notice, exclusive of Sundays and statutory holidays, to the Buyer that the Seller wishes to terminate this agreement. This notice shall commence from the delivery of such written notice to the Buyer, and during which 48 hour period the Buyer shall waive or satisfy all the conditions to which the Offer is subject by delivery of such written notice of waiver or satisfaction to the Seller and, failing such delivery of written waiver or satisfaction of the conditions to the Seller, the attached agreement of purchase and sale shall be deemed to be cancelled by mutual agreement of both Seller and Buyer. Delivery of notice is deemed to have occurred when the party to whom notice is to be given, or his/her agent, has received written notice by personal delivery or by facsimile transmission of the notice to be given.

### **Conditional Upon Removal of Conditions on Buyer's Property**

This Offer is conditional upon the Buyer receiving notification of the removal of all conditions relating to the sale of the Buyer's property known as \_\_\_\_\_ . Unless the Buyer gives notice in writing delivered to the Seller by \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without interest or deduction. This condition is included for the sole benefit of the Buyer and may be waived at his option by notice in writing to the Seller within the time period stated herein.

### **Seller's Release from Previous Agreement**

This Offer is conditional upon the Seller being released from a prior Agreement of Purchase and Sale. Unless the Seller gives notice in writing to the Buyer (or the Buyer's representative) by \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction or interest.

### **SEWAGE SYSTEM/SEPTIC TANK**

#### **Warranty - Good Working Order**

The Seller represents and warrants, to the best of his knowledge and belief, that, during his occupancy of the dwelling, the sewage system/septic tank has operated satisfactorily and was installed according to the provisions of the health authorities having jurisdiction at the time of installation. Further, the Seller agrees to provide any and all documentation within his possession relating to the sewage system to the Buyer by \_\_\_\_\_, 20 \_\_\_\_\_. The parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property existing at completion of this transaction.

#### **Condition - Approvals and Good Working Order**

This Offer is conditional upon the Buyer determining, at the Buyer's own expense, that at the time of installation:

1. all sewage systems serving the property are wholly within the setback requirements of the said property and have received all required certificates of installation and approval pursuant to The Environment Act;.
2. all sewage systems serving the property have been constructed in accordance with the said certificates of installation and approval;
3. all sewage systems serving the property have received all required use permits under the said Act or any other legislation; and
4. further, all sewage systems serving the property have been maintained in good working order during the Seller's occupancy and will be in good working order on closing.

Unless the Buyer gives notice in writing delivered to the Seller by \_\_\_\_\_ p.m. on \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, that these conditions have been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction or interest. These conditions are included for the sole benefit of the Buyer and may be waived at his option by notice in writing to the Seller within the time period stated herein.

## **SURVEYS**

### **Seller to Provide Existing Survey with Declaration**

The Seller agrees to provide, at his own expense, by \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, an existing original sealed copy of a Building Location Certificate, completed by a Manitoba Land Surveyor of said property showing the current location of all structures, buildings, improvements, easements, rights-of-way, and encroachments affecting said property. The Seller will further deliver, on possession date, a declaration confirming that there have been no additions to the structures, buildings, and improvements on the property since the date of this survey.

### **Buyer Acknowledges Possible Survey Requirement**

The Buyer acknowledges that a new survey by a Manitoba Land Surveyor may be required for purposes of financing and also to satisfy the requirements of the Buyer's Solicitor, and agrees to pay all expenses incurred in completing said survey.

### **Seller to Provide New Survey**

The Seller agrees to provide, at his own expense, by \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, a new original sealed Building Location Certificate of said property completed by a Manitoba Land Surveyor showing the current location of all structures, improvements, easements, rights-of-way, and encroachments affecting the said property.

## **SWIMMING POOL**

### **Swimming Pool - In Good Working Order**

The Seller represents and warrants to the best of his knowledge and belief that the swimming pool and equipment are now, and on the possession date, shall be in good working order. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property existing at completion of this transaction.

### **Swimming Pool - Bylaw Compliance**

The Seller represents and warrants to the best of his knowledge and belief that the swimming pool, its equipment, and the fencing of said pool comply with all applicable bylaws, regulations, and legislation. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction but apply only to the state of the property existing at completion of this transaction.

## **Swimming Pool – Winterization**

The Seller agrees to winterize the swimming pool and equipment prior to possession date, and shall be responsible for any costs or expenses incurred by the Buyer if the swimming pool and equipment are not properly winterized, provided only that the Buyer gives written notice of any claim to the Seller prior to \_\_\_\_\_p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, failing which the Seller accepts no responsibility for damages or costs.

## **TENANCIES**

### **Vacant Possession for Use by Buyer**

The buyer here authorized and directs the Seller, when this agreement becomes unconditional, to give to the tenant(s) the requisite Notice of Termination, under the Residential Tenancies Act, requiring vacant possession of the property for use by the Buyer or his immediate family effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NOTE: If the tenancy is a month-to-month tenancy, the notice period is one month. If the tenancy is a fixed term tenancy, the notice period is for the last three month's of the tenancy.

## **UFFI**

### **Seller Warrants No UFFI**

The Seller warrants that the building does not contain urea formaldehyde foam insulation. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but shall apply only to the state of the property existing on completion of this transaction.

### **UFFI Present in Building**

The Seller discloses that the building does contain urea formaldehyde foam insulation, and the Buyer acknowledges that the Seller has made this disclosure. The Buyer accepts the property in that state and further acknowledges that the Seller does not warrant the quality or quantity of the insulation or the quality of its installation.

### **Seller Has No Knowledge of UFFI**

The Seller has no knowledge as to whether the property has been insulated with urea formaldehyde foam insulation and specifically makes no warranty in that regard.

### **UFFI Found but Corrective Action Taken**

The Seller represents and warrants that the dwelling was insulated with urea formaldehyde foam insulation but has undergone the following corrective actions:

\_\_\_\_\_  
\_\_\_\_\_. As evidence of such  
corrective action, the Seller attaches the following documents \_\_\_\_\_  
\_\_\_\_\_ as Schedule \_\_\_\_\_ which shall form  
part of this Agreement of Purchase and Sale.

## **UFFI Removed from Building**

The Seller represents and warrants that, although urea formaldehyde foam insulation (UFFI) was installed in the dwelling, such UFFI was removed on \_\_\_\_\_, 20 \_\_\_\_ by \_\_\_\_\_; and the Seller further warrants that, to the best of his knowledge, no UFFI has been installed in the dwelling since such removal. As evidence of the removal, the Seller attaches the following documents \_\_\_\_\_ as Schedule \_\_\_\_\_ which shall form part of this Agreement of Purchase and Sale.

## **WATER SUPPLY**

### **Water Supply – Potability**

The Seller agrees to supply to the Buyer, on or before \_\_\_\_\_, 20 \_\_\_\_ a certificate of potability from the local health authority having jurisdiction over the area stating that the water is safe for human consumption.

### **Water Supply - Buyer's Condition**

This Offer is conditional upon the Buyer determining at his own expense that:

- There is an adequate and potable water supply on the property;
- The well is located on the property and is capable of supplying a water volume of not less than \_\_\_\_\_ gallons per minute at standing level; and
- The pump and all related equipment serving this property are in proper operating condition.

Unless the Buyer gives notice in writing delivered to the Seller by \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction or interest.

### **Water Supply - Seller's Warranty**

The Seller represents and warrants, to the best of his knowledge and belief, that, during his occupancy of the property, the pump and all related equipment serving the said property have performed adequately and that the well is capable of supplying a water volume of not less than \_\_\_\_\_ gallons per minute at standing level.

### **Water Supply - Well Certificate**

This Offer is conditional upon the Buyer receiving from the Seller a Well Certificate, prepared by a qualified well driller, attesting that the well is capable of supplying a water volume of not less than \_\_\_\_\_ gallons per minute at standing level. Unless the Seller delivers this Well Certificate to the Buyer by \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction or interest.

## ZONING

### Obtaining Rezoning/Zoning Variance

This Offer is conditional upon the Buyer obtaining, at his own expense, a (rezoning/variance), to allow for (specify exact variance/use) for said property. The Buyer agrees to proceed in a diligent manner to acquire the (rezoning/variance) and the Seller agrees to provide all the necessary covenants to permit him/her to do so. Unless the Buyer gives notice in writing delivered to the Seller by \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction or interest.

### INSPECTION OF PROPERTY

The buyer has entered into this agreement without having had an opportunity to have the property inspected by a qualified building inspector or structural engineer. The purchaser acknowledges the benefits of such an inspection, but has specifically elected not to make this agreement conditional upon such an inspection, and reaffirms the representations made in paragraph 10 E of the agreement.

### SAFER COMMUNITIES AND NEIGHBOURHOODS ACT (MANITOBA)

The Seller hereby represents and warrants that no activities are being conducted in or about the Property which have resulted, or which would, could or might result in an order being made under *The Safer Communities and Neighbourhoods Act* (Manitoba) with respect to the Property.

The Seller is not aware of and has no reason to believe that the Property is being used for any of the "Specified Uses" as defined in Section 1(1) of *The Safer Communities and Neighbourhoods Act* (Manitoba). "Specified Uses" include:

- The use, consumption, sale, transfer or exchange of a substance designated as a non-potable intoxicating substance under *The Liquor Control Act*, in contravention of that Act and regulations under that Act;
- The sale of liquor, as defined in *The Liquor Control Act*, without a license issued under that Act;
- The use or consumption as an intoxicant by any person of an intoxicating substance, as defined in *The Minors Intoxicating Substance Control Act*, or the sale, transfer or exchange of an intoxicating substance where there is a reasonable basis to believe that the recipient will use or consume the substance as an intoxicant, or cause or permit the substance to be used or consumed as an intoxicant;
- The possession, use, consumption, sale, transfer or exchange of a controlled substance, as defined in the *Controlled Drugs and Substances Act* (Canada), in contravention of that Act, or;
- For prostitution and activities related to prostitution.

The Seller is not aware of and has no reason to believe that a complaint concerning the Property or any portion thereof has been made under *The Safer Communities and Neighbourhoods Act* (Manitoba) alleging that the Property's community or neighbourhood is being adversely affected by reason of the property being used for one or more "Specified Uses" aforementioned.

No application has been made to the courts for a community safety order under *The Safer Communities and Neighbourhoods Act* (Manitoba) pertaining to the Property or any portion thereof.

No Community Safety Order has been made under *The Safer Communities and Neighbourhoods Act* (Manitoba) pertaining to the Property or any portion thereof.

### **CRIMINAL PROPERTY FORFEITURE ACT**

The Seller further represents and warrants that no activities have been or are being considered in or about the Property which have resulted, or which would, could or might result in a Forfeiture Order being made under *The Criminal Property Forfeiture Act* (Manitoba) with respect to the Property.