

## Negotiation Worksheet



The purpose of this document is to assist with negotiating the terms of the sale/purchase of a residential property within the province of Ontario. Once the information has been completed below, the Purchaser should take a copy of this document to their lawyer to have a formal binding offer prepared. Note that the lawyer will be able to supply the Offer to Purchase/Agreement of Purchase & Sale form.

Purchaser(s) \_\_\_\_\_ agrees to purchase from:

Vendor(s) \_\_\_\_\_ the following property:

Address: \_\_\_\_\_

In The: \_\_\_\_\_ (city, township) Of: \_\_\_\_\_

Legally Described As: \_\_\_\_\_  
(Lot & Plan # or Condo, Level & Unit #)

Purchase Price: \_\_\_\_\_ Dollars  
( \$ \_\_\_\_\_ Canadian)

Deposit: The Purchaser submits the sum of \_\_\_\_\_ Dollars  
(CDN \$ \_\_\_\_\_) payable by cheque to the Vendor's Lawyer as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on completion.

**The Purchaser agrees to pay the balance on closing subject to the usual adjustments and to the following conditions (check all that apply):**

\_\_\_ Home Inspection (by a certified Inspection company) to be completed no later than:  
\_\_\_\_\_ (date/time)

\_\_\_ Financing to be completed no later than:  
\_\_\_\_\_ (date/time)

\_\_\_ The re-sale of the purchaser's property\* at:  
\_\_\_\_\_ (address)

\* Subject to first refusal clause to be outlined in formal Agreement

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1. **Items Included:** \_\_\_\_\_

2. **Fixtures Excluded:** \_\_\_\_\_

3. **Rental Items:** \_\_\_\_\_

These items are rented and **not** included in the Purchase Price. The Purchaser agrees to assume the rental contract(s) if applicable.

4. **Completion Date (Closing Date):** This Agreement shall be completed by no later than 6:00 p.m. on the \_\_\_\_\_ Day Of \_\_\_\_\_ (Date). Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.

### **CONDOMINIUMS (all above clauses are applicable plus the following should be completed):**

1. **Condominium Fees:** The Vendor represents that the present monthly common expense payments are \$\_\_\_\_\_ and include \_\_\_\_\_

The Vendor represents that the owner of the Unit is entitled to the exclusive use of the following portions of the common elements (IE: parking space #, storage locker) \_\_\_\_\_

2. **Estoppel Certificate:** The Offer will be subject to the Purchaser obtaining a satisfactory Status Certificate from the Condominium Corporation

**The parties agree that the terms agreed to herein will be incorporated into a formal Agreement of Purchase & Sale Form customary to accepted real estate practices. The Vendor agrees to give the Purchaser until \_\_\_\_\_ (Date) at \_\_\_\_\_ (Time) to present a formal written offer prepared by the Purchaser's Solicitor as per the terms agreed upon in this document.**

This document is for negotiation purposes only. The Purchaser should take a copy to their lawyer to have a formal Agreement of Purchase & Sale form prepared. The Vendor will not be under any obligation to enter into a formal agreement as contemplated above in the event that the Purchaser does not provide the formal agreement within the specified time period, and will therefore be free to enter into negotiations with other interested parties. The formal Agreement of Purchase & Sale will be subject to review by the lawyer representing the Vendor.

Vendor's Lawyer (name) \_\_\_\_\_ Purchaser's Lawyer (name) \_\_\_\_\_

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