



It is the intention of Hayhoe Homes to show the most up-to-date Agreement of Purchase and Sale on their website. Should you have any questions about the Agreement of Purchase and Sale shown here please consult with a sales representative at one of our presentation centres.

## AGREEMENT OF PURCHASE AND SALE

I/We, \_\_\_\_\_

of \_\_\_\_\_ as Purchaser(s), hereby agree to and with

**HAYHOE HOMES (a division of H.J. Hayhoe Ltd.)**(as vendor),

1. to purchase all and singular the premises situate on the \_\_\_\_\_ side of \_\_\_\_\_ in the City of St. Thomas, known municipally as \_\_\_\_\_ and having frontage of about \_\_\_\_\_ Feet more or less, by a depth of about \_\_\_\_\_ Feet, being Lot # \_\_\_\_\_ according to Registered Plan 11M- \_\_\_\_\_

2. at the price of \_\_\_\_\_ **Dollars (\$ \_\_\_\_\_ )** including the Goods and Services Tax as follows: a deposit of \_\_\_\_\_ **Dollars (\$ \_\_\_\_\_ )** received on this date and a further deposit of \_\_\_\_\_ **Dollars (\$ \_\_\_\_\_ )** to be paid \_\_\_\_\_ and covenant, promise and agree to pay balance on closing subject to the usual adjustments.

3. The Vendor to construct a new home on the said lot according to the specifications in Schedule A and the plan as noted in Schedule B.

4. The following Schedules attached hereto shall form a binding part of this agreement.

- |   |                                 |
|---|---------------------------------|
| A - Standard Specifications                 | D – Sketch of Development       |
| B - Artist’s concept of plans and elevation | E – Conditions to the Agreement |
| C – Price Schedule                          |                                 |

5. The Purchaser is responsible to arrange his own financing and to pay all the costs necessary to arrange suitable financing, if required, such as legal fees, appraisals, etc.

6. The Purchaser agrees that all the rebates of monies regarding the Goods and Service Tax shall be assigned to the vendor and the purchaser further agrees to sign all the necessary forms to assign the monies to the vendor. In the event that the Purchaser is not entitled to the new housing rebate in whole or in part and such determination is made either prior or subsequent to the closing, the Purchaser shall immediately pay to the Vendor the full amount of the new housing rebate or the non-eligible portion, plus interest at the rate of ten (10) percent per annum, calculated from the closing date until payment is received.

7. The GST Rebate program of Canada Revenue Agency is available at a standard calculation for new homes not exceeding a \$350,000.00 purchase price and thereafter is reduced or clawed back by Canada Revenue Agency in increasing amounts until the rebate is not available at all for a home priced at or more than \$450,000.00. The GST Rebate calculation by the Vendor in pricing of this Agreement and in pricing of any change order has been done based upon a home value not to exceed \$350,000.00. If the Purchase Price, together with all change orders and extras exceeds \$350,000.00 then the Purchaser shall pay to the Vendor on closing or completion of this transaction, in addition, an amount for GST which is equivalent to the GST rebate claw back by Canada Revenue Agency for such home price.

**8.** The Vendor agrees to pay for and supply to the purchaser evidence of the home being enrolled in the TARION Warranty Corporation, together with registration numbers which apply to the builder and the property on or before closing. The Vendor further agrees to conduct an inspection walkthrough with the purchaser and prepare the Certificate of Completion and Possession prior to the closing.

**9.** The Vendor agrees to supply at his own expense a building location survey on or before the closing date.

**10.** Provided the title is good and free from all encumbrances, except rates and except as aforesaid; said title to be examined by the Purchaser at his own expense, and the Purchaser is not to call for the production of any Title Deed, Abstract of Title, Survey, Proof or Evidence of Title, or to have furnished any copies thereof, other than those in Vendor's possession or under his control.

**11.** Provided the same have been complied with, the Purchaser accepts the property subject to municipal requirements, including building and zoning by-laws, and to restrictions and covenants that run with the land. It is agreed that the property is subject to a subdivision agreement between the Developer and the Municipality. In the event that any exterior work, whether the responsibility of the Developer and/or the Vendor remains incomplete on the date of the sale, the Purchaser agrees to complete the sale without holdback of any part of the purchase price. Where the incomplete work is the responsibility of the Vendor, it shall be completed within a reasonable time after the closing, subject to weather conditions and the availability of supplies and tradesmen. The Purchaser further acknowledges that the subdivision agreement may require the Developer to plant a tree or trees on or near the property, the size, location and species of tree or trees as at the sole discretion of the developer and the municipality, and the Purchaser further agrees to properly maintain the tree or trees by watering as required

**12.** The Purchaser acknowledges that the Vendor is not responsible for the repair of any exterior work resulting from ordinary settlement, including driveways, patio stones, sidewalks, or sodded areas. Furthermore, the Purchaser acknowledges that it is anticipated that soil settlement will occur on the lot due to soil disturbances. Any structures erected by the Purchaser subsequent to the closing date (including, but not limited to, sheds, decks, pools) should incorporate a footing or foundation design which can tolerate differential settlement. All soil settlements are the responsibility of the Purchaser. The Purchaser acknowledges that the Vendor is not responsible for any damage to interior household improvements or décor caused by material shrinkage, warping or twisting. Provided further, the Vendor shall not be liable for any secondary, or consequential damages whatsoever.

**13.** The purchaser to be allowed until 14 days prior to closing to investigate the title at his own expense, and if within that time he shall furnish the Vendor in writing with any valid objection to the title which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this agreement shall, notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser without interest and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the real property.

**14.** This offer to be accepted by 11:59 p.m. on the \_\_\_\_\_, otherwise void; and sale to be completed by \_\_\_\_\_, on which date vacant possession of the said premises is to be given to the Purchaser.

**15.** This offer, when accepted, shall constitute a binding contract of purchase and sale and time in all respects shall be the essence of this agreement.

**16.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement or the real property or supported hereby other than as expressed herein in writing.

**17.** Taxes to be proportioned and allowed to date of completion of sale. Any tender of documents or money hereunder may be made upon the solicitor acting for the party on whom tender is desired and it shall be sufficient that a negotiable certified cheque may be tendered instead of cash.

**18.** Each party is to pay the costs for registration and taxes on his own documents.

**19.** Whenever the singular or masculine are used in this Offer, they shall mean and include the plural and feminine if the context or the parties hereto so require.

20. The Vendor further agrees to review the working drawings with the purchaser(s) prior to construction and the Purchaser(s) acknowledge(s) that after completion of the working drawing review that structural changes to the plan are not permitted and furthermore what defines a structural change is at the sole discretion of the Vendor.

21. The Purchasers acknowledge that in order to make selections for this home on a timely basis and in keeping with the construction schedule they will be required to attend meetings with our design consultants during regular working hours (weekdays 9am-5pm). This may require taking time off from work to accommodate our selection schedule.

22. The Purchaser further acknowledges that there may be existing fencing on or near the lot, such fencing may or may not be located on the property line. The Purchasers acknowledge that the Vendor shall not be responsible to move, adjust, or repair any existing fencing on or near the property.

23. The Purchaser further acknowledges that the property is subject to a subdivision agreement between the Developer and the Municipality which prevents duplicate front elevations within 4 lots on the same side of the street and therefore the front elevation of the home may have to be revised to meet the requirement of this agreement and such revisions shall be at the sole discretion of the Vendor without the prior approval of the Purchaser.

DATED at St. Thomas, this \_\_\_\_\_ day of \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
in the presence of:

IN WITNESS WHEREOF I have hereunto set my hand and seal

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(PURCHASER)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(PURCHASER)

The undersigned hereby accepts the above offer and its terms, and covenants, promises and agrees to and with the above-named Purchaser to duly carry out the same on the terms and conditions above mentioned.

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_

Hayhoe Homes (a division of H. J. Hayhoe Ltd.)

Per: \_\_\_\_\_  
Authorized Signing Officer

**Purchaser's Address:**

Street Address:  
City and Province or State:  
Postal Code or Zip:  
Phone:

**Purchaser's Solicitor:**

**Vendor's Solicitor:**

Arlene Gavloski  
680 Waterloo Street  
London, Ontario  
N6A 3V8  
Phone: (519) 672-2251  
Fax: (519) 672-6065

## Schedule 'A'

### STANDARD SPECIFICATIONS

#### EXTERIOR FEATURES:

- Quality brick front elevation, sides, and rear first storey only, second storey front, sides and rear as per elevations. Purchaser's choice from builder's samples.
- Prefinished, maintenance-free, quality siding, soffits, fascia and eaves troughs as per elevation, purchaser's choice from builder's samples.
- Maintenance-free, insul-glazed, white, prefinished, vinyl windows, complete with screens on operable windows. Basement windows are all sliders. All front windows are either casement or single-hung type, as per elevation with white internal grilles.
- Steel or fiberglass insulated entry doors with high-quality weather stripping
- 20 year asphalt shingles – purchaser's choice from builder's samples.
- Lot graded to the requirements of the City of St. Thomas, fully sodded front and rear (including boulevards) except treed areas, precast concrete slab walkway and steps from driveway to front entry with asphalt-paved driveway. (Asphalt driveway to be installed by July 31st of the year following the closing date)
- Raised sectional steel, non-insulated garage door(s), as per plan, where applicable, colour selection from builder's samples.
- Reinforced poured concrete porch as per model type, with full height, painted wood posts, as per plan, where applicable.

#### STRUCTURAL FEATURES:

- Basement floor to be 3" poured concrete over 6" of 3/4" stone
- Garage floor, as per plan, where applicable to be 4" poured concrete over compacted granular material complete with saw cut(s) for expansion purposes
- 8" poured concrete foundation walls complete with damp proofing and drainclad installed on 6" x 16" footings and foundation collector drains.
- Foundation to be parged from grade to brick line (Note this is a masonry veneer for esthetic purposes only and cannot be warranted)
- Floor joists as per Ontario Building Code requirements and steel supporting beams and/or bearing walls as per model type
- 5/8" tongue and groove, spruce **plywood floor sheeting**, nailed and **screwed** to joists
- 3/8" **plywood roof** sheeting
- Engineered roof trusses
- 2 x 4 @ 16" o.c. exterior walls with insulated sheathing and R13 batt insulation in walls; R40 blown-in insulation in attic and R31 insulation in sloped areas; exterior **basement walls framed with 2 x 3's, insulated with full height R12 batts and 6 mil poly.**
- 1/2" drywall throughout finished areas only, nailed and screwed to structural lumber

#### INTERIOR FEATURES:

- Kitchen cabinets, and bathroom vanity(ies), selected from builder's samples as per plan and model type.
- Flooring selections to be chosen from builder's samples (**ceramic tile in the foyer, and around whirlpool tub and fireplace, as per plan, where applicable**, vinyl flooring in the bathroom(s), kitchen, dinette, and back entry, all other flooring to be carpet including the stairs where applicable)
- Lower level carpet (if applicable) and carpet on stairs to lower level (if applicable) is from builder's samples of standard 'berber' style carpet.
- Note: in making colour and material selections and upgrades the purchaser(s) acknowledge(s) being advised that ceramic tile, vinyl flooring and carpeting are subject to pattern, shade and colour variations, and that

hardwood flooring is subject to natural variations in colour and grain. Furthermore hardwood flooring is made of a natural material which is subject to natural shrinkage and expansion and the purchaser(s) will not hold the Vendor responsible for normal shrinkage and expansion. The purchaser(s) further acknowledge(s) being advised that the purchase of a humidifier for home where hardwood flooring is installed is recommended.

- **4" colonial baseboard and 2 5/8" colonial casing** to be either finger joint pine or MDF material for painting throughout (Note trim may vary in width by 1/8"); **doors to be Colonist 6 panel** for paint with brass or pewter coloured hardware (bathrooms and master bedroom to have privacy locks)
- Closets: standard wire shelving,
- **Cathedral and/or vaulted or raised ceilings as per model and plan, where applicable**, all other ceilings to be standard 8'.
- **Railings to be natural finish oak** with painted spindles as per plan and model type, all railings to be mounted on oak nosings.
- **California stipple ceilings in the entire home**, except the bathroom(s) and laundry
- Home completely painted with latex eggshell paint. (Purchaser's choice of three off-white colours. Note **Benjamin Moore** paint is standard on interior walls, dark colours are available at an additional charge of \$185 per colour/room). Interior trim and doors are painted with white, semi-gloss latex paint
- **Garage drywalled and painted** with one coat of latex paint
- Mirror(s) installed over bathroom vanity(ies), 36" high and full width of vanity, (oval cut mirror installed over pedestal basins, if applicable)

## PLUMBING

### BATHROOM(S)

- One piece acrylic 5' tub/shower(s) (white) **including cap**, complete with **pressure-balance faucet** (chrome) and shower curtain rod, as per plan, where applicable.
- **Corner whirlpool tub(s) (white) with 6 jets and roman tub faucet (chrome), as per plan, where applicable.**
- Neo-angle shower(s) (white) complete with **pressure-balance faucet** (chrome) and shower door (chrome and obscure glass), as per plan, where applicable.
- China basin(s) (white) complete with **lever style faucet** (chrome)
- Toilet (white) with lined tank

### KITCHEN:

- Stainless steel double sink with ledge back and **single lever deck faucet** (chrome) with swivel spray.
- **Built-in dishwasher** (white on white) supplied and installed

### LAUNDRY AND OTHER:

- Connections provided for purchaser's washer and electric dryer complete with single laundry tub installed, as per plan and model type. Exterior vent provided for dryer exhaust.
- **Rough-in for 3-piece bath in basement**, as per plan, where applicable
- Direct vent gas hot water tank installed, but supplied by Union Energy Company on rental basis (where applicable)
- Sump pump installed, discharged to storm sewer.
- Water meter installed but supplied by City of St. Thomas
- **Two exterior water taps installed.**

## **ELECTRICAL:**

(Note: The purchaser will have opportunity to review the electrical plan, which details the location of lights, switches, and phone and cable T.V. outlets)

- Forced air, high-efficiency gas furnace.
- **Direct vent gas fireplace as per model type (where applicable)** with surround, mantel and hearth as per builder's selections.
- **Prewired and jacks installed for 2 cable Televisions and for 4 telephones.**
- 100-amp circuit breaker panel with copper wiring throughout.
- Kitchen exhaust hood, smoke detectors, door chime kit, **kitchen valance lights (under upper cabinets)**, unfinished basement and interior garage light fixtures supplied by builder.
- Heavy duty stove receptacle and dedicated outlet for refrigerator and microwave, all kitchen outlets are split receptacles
- Quality light fixtures provided, purchaser's choice from applicable allowance.
- Exhaust fans vented to exterior in the bathroom(s)
- **Two exterior weatherproof electrical receptacles with ground fault breaker feature.**
- **Rough-in for future security system, and for automatic garage door opener(s)**
- All switches and plugs are standard style white
- **Rough-in for central vacuum system** (pipe and low voltage wiring is roughed in to unfinished basement area.

**Please Note:** The foregoing specifications supercede any verbal discussions that the purchasers may have had with the vendor prior to execution of this agreement. Furthermore, any subsequent alterations to the plan and/or specifications must be in the form of a written change order, signed by both the purchaser and the vendor.

The builder reserves the right to substitute a comparable, alternative product for any of the products and/or materials included in the construction of the home without the express permission of the purchaser.

Furthermore the Purchaser(s) acknowledge(s) that the home may include bulkheads and boxed out walls to accommodate and/or conceal plumbing and mechanical systems. These bulkheads and boxed out walls will vary from home to home and the builder reserves the right to install bulkheads and boxed out walls as required. Furthermore the finish details of these bulkheads is at the sole discretion of the Vendor.

**SCHEDULE "C"**  
**PRICING**

Description	Price
<b>Model</b>	
<b>Lot</b>	
<b>Total Purchase Price</b>	\$

\_\_\_\_\_  
(Purchaser)

HAYHOE HOMES (a division of H. J. Hayhoe Ltd.)

\_\_\_\_\_  
(Purchaser)

Per: \_\_\_\_\_  
Authorized Signing Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCHEDULE 'E'**  
**CONDITIONS TO THE AGREEMENT**

**1. FINANCING CONDITIONS**

**Check if not Applicable**

This agreement is conditional upon the Purchaser arranging suitable financing by \_\_\_\_\_, failing which this agreement shall be null and void and the Purchaser's deposit shall be returned in full without interest or penalty. This condition is for the benefit of the Purchaser and may be waived at any time.

**2. SALE OF PURCHASER'S PROPERTY**

**Check if not Applicable**

This offer is conditional upon the sale of the Purchaser's property known as \_\_\_\_\_, in the \_\_\_\_\_ of \_\_\_\_\_, by \_\_\_\_\_, failing which this agreement shall be null and void and the Purchaser's deposit shall be returned in full without interest or penalty. Provided further that the Vendor may continue to offer the subject property for sale and in the event it receives another offer satisfactory to it, it may so notify the Purchaser in writing by regular mail or by delivery to the Purchaser's address as shown on the offer to purchase, or by facsimile to the facsimile number shown on the offer to purchase. Notice shall be deemed to be given, if delivered, at the time and date of delivery to the Purchaser's address, if sent by facsimile, at the time and date of facsimile transmission, or, if mailed, at 12:00 noon on the next business day after the day of mailing. The Purchaser shall have forty-eight (48) hours from the time of giving of such notice to waive this condition by notice in writing, delivered to the Vendor, failing which the Vendor shall be at liberty to accept the new offer, this offer shall become null and void, and the Purchaser's deposit shall be returned in full without interest or deduction.

**3. BUILDING PERMIT AVAILABILITY**

**Check if not Applicable**

This Agreement is conditional upon the registration of the plan of subdivision, and the completion of permit servicing requirements by \_\_\_\_\_, failing which this agreement shall be null and void and the Purchaser's deposit shall be returned without interest or deduction.

**4. OTHER CONDITIONS**

**Check if not Applicable**

\_\_\_\_\_  
(Purchaser)

HAYHOE HOMES (a division of H. J. Hayhoe Ltd.)

\_\_\_\_\_  
(Purchaser)

Per: \_\_\_\_\_  
Authorized Signing Officer