

THE IDEAL JOURNEY TOWARDS THE PROPERTY OF your dreams!

JENNIFER SMITH

REAL ESTATE BROKER

"I invite you on a journey filled with serenity, guiding you towards your dream home through well-planned tactics and strategies that only the wisdom that 24 years of real estate can provide."

BUYER'S GUIDE

BIO

"For me, real estate is about far more than buying or selling property—it is about cultivating trust and delivering a seamless experience from beginning to end."

Jennifer Smith

Jennifer Smith – Real Estate Broker

Jennifer Smith approaches real estate with a refined, people-first philosophy rooted in understanding, trust, and exceptional client care.

With a degree in Criminology and Anthropology, Jennifer developed a deep appreciation for the complexities of human relationships and the unique dynamics that shape communities.

Although her career did not follow a traditional path within those fields, the insight they provide continues to influence the way she connects with people and understands the importance of thoughtful guidance during significant life decisions.

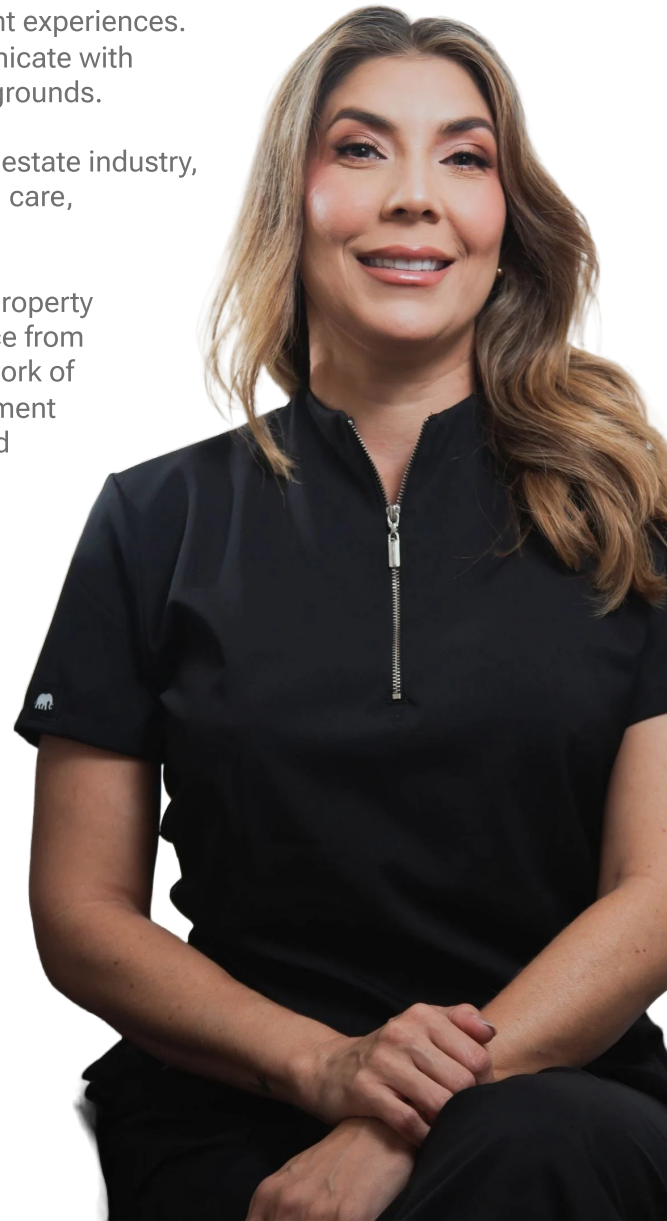
Her professional journey led her through multidisciplinary roles in customer service, where she built a reputation for creating meaningful client experiences. Those years strengthened her ability to listen attentively, communicate with clarity, and anticipate the needs of individuals from diverse backgrounds.

Today, Jennifer brings that same intentional approach to the real estate industry, where she believes that every transaction should be handled with care, professionalism, and a deep respect for the client's journey.

For Jennifer, real estate is about far more than buying or selling property—it is about cultivating trust and delivering a seamless experience from beginning to end. She collaborates with a carefully selected network of professionals, including industry experts, who share her commitment to excellence and who are known for their expertise, integrity, and dedication to serving clients at the highest level.

Her mission is to ensure that every client feels confident, informed, and exceptionally supported before, during, and long after the transaction is complete.

Guided by professionalism, discretion, and genuine care, Jennifer is dedicated to delivering a real estate experience that is both elevated and personal—one that reflects the significance of the moments her clients are navigating.





JOURNEY TO

YOUR DREAM HOME

04

The Dream Diagnosis



09

The financials behind buying

07

Building a winning game plan



14

Getting you to the finish line



10

Strategies for visits and the offer to purchase explained



BUYER'S GUIDE

THE DREAM DIAGNOSTICS

The following questionnaire allows you to clarify and specify what is important to you about your dream home. Take the time to go over all questions as some of them may respond to certain aspects you may not have thought about at the onset. Once completed, I will review your answers and have an optimal sense of what you expect while allow me to tailor my services in a more personalized fashion.

WHO'S INVOLVED?



Indicate name of Buyer 1: _____ Indicate name of Buyer 2: _____

Are there other persons who will be buyers? No ☐ Yes ☐ If yes, indicate names: _____

What are their relationships to Buyer 1? spouse family friend other _____

	spouse	family	friend	other
buyer 2	☐	☐	☐	☐
buyer 3	☐	☐	☐	☐
buyer 4	☐	☐	☐	☐

Who will be moving with you?	children	☐	If yes, indicate name: _____	Age	
			name: _____	Age	
	pets	☐	name: _____	Age	
	parents	☐	name: _____	Age	
	other	☐	name: _____	Age	

What is your present legal status?	canadian citizen	permanent resident	landed immigrant	foreign investor	work or student visa	other	Do you have a social ins #?			
buyer 1	☐	☐	☐	☐	☐	☐	Y	☐	N	☐
buyer 2	☐	☐	☐	☐	☐	☐	Y	☐	N	☐
buyer 3	☐	☐	☐	☐	☐	☐	Y	☐	N	☐
buyer 4	☐	☐	☐	☐	☐	☐	Y	☐	N	☐

What is your present work status?	salaried	self employed	retired	corporation	investor	other	# of years in work status?	
buyer 1	☐	☐	☐	☐	☐	☐		yrs
buyer 2	☐	☐	☐	☐	☐	☐		yrs
buyer 3	☐	☐	☐	☐	☐	☐		yrs
buyer 4	☐	☐	☐	☐	☐	☐		yrs

What income bracket do you fall into?	less 25K	25K-50K	50K-100K	100K-150K	150K-200K	200K +
buyer 1	☐	☐	☐	☐	☐	☐
buyer 2	☐	☐	☐	☐	☐	☐
buyer 3	☐	☐	☐	☐	☐	☐
buyer 4	☐	☐	☐	☐	☐	☐

BUYER'S GUIDE

THE DREAM DIAGNOSTICS

This section briefly deals with past or present experiences. Certain buyers are new and others have a few transactions under their belt. In order to best propose an optimal buying strategy, please share with me your present or past experiences.

HISTORY AND CLARITY



	NO	YES in last week	YES in last month	YES in last 3 months	YES for over 3 months
Have you been LOOKING for property lately?	☐	☐	☐	☐	☐
Have you VISITED homes for sale lately?	☐	☐	☐	☐	☐
Have you made an OFFER on a property lately?	☐	☐	☐	☐	☐
	NO	YES			
Are you in contact or contract with a broker presently?	☐	☐			
Have you ever had a negative experience with a broker before?	☐	☐			

Dreaming of a new home stems from the desire of a new lifestyle and your imagination. Here, my goal is to capture that dream in detail prior to launching you and your loved ones into this new venture. This section allows me to pinpoint with accuracy the type of property, location and area services that best suit your needs and wants.

What is causing you to want to move?	NEED MORE SPACE ☐	NEED LESS SPACE ☐	JOB TRANSFER ☐	SEPARATION DIVORCE ☐	RETIREMENT ☐	FIRST HOME ☐	OTHER
What type of property are you looking for?	SINGLE FAMILY ☐	CONDO ☐	PLEX ☐	LAND ☐	NEW CONSTRUCTION ☐	SECOND PROPERTY ☐	OTHER
How many rooms or spaces do you need in the following features? <i>(indicate quantity, i.e. 0, 1, 2, 4...)</i>	BEDROOMS 	BATHROOMS 	GARAGES 	PARKING SPACES 	OTHER 		
Which of the following features are a MUST HAVE in your next property?	HEATPUMP ☐	AIR CONDITIONING ☐	CENTRAL VACUUM ☐	FIREPLACE ☐	AIR EXCHANGER ☐	POOL ☐	INTERNET ☐
	HANDICAP ACCESS ☐	FINISHED BASEMENT ☐	BACHELOR ☐	ENSUITE BATHROOM ☐			
	OTHER 				OTHER 		
How comfortable are you with renovations?	WANT A TURN-KEY ☐	DECOR ONLY ☐	MINOR RENOS ARE OK ☐	WANT A FIXER UPPER ☐	WANT A FLIP ☐		
Which of the following NEIGHBORHOOD SERVICES are a must have in your next destination?	DAYCARE ☐	ELEMENTARY SCHOOL ☐	HIGH SCHOOL ☐	CEGEP ☐	PUBLIC TRANSPORT ☐	PARK ☐	MEDICAL CTR HOSPITAL ☐
	SHOPPING ☐	SPORTS FACILITIES ☐	SPORTS CLUBS ☐	BICYCLE PATHS ☐	AIRPORT ☐	VET ☐	PLACE OF WORSHIP ☐

BUYER'S GUIDE

THE DREAM DIAGNOSTICS

Indicate here elements you NEED PROXIMITY to at your next destination.	CLOSE TO FAMILY	CLOSE TO WORK	CLOSE TO RESTAURANTS	CLOSE TO HIGHWAYS	CLOSE TO CITY	CLOSE TO NIGHTLIFE	CLOSE TO FRIENDS	CLOSE TO LAKE
	☐	☐	☐	☐	☐	☐	☐	☐
Indicate here what may be expected in the near future.	MAY GET TRANSFERRED	KIDS TO COME	RETIRING SOON	MEDICAL ASSISTANCE	KIDS TO LEAVE	PARENTS MOVING IN	JOB LOSS	NO CHANGE ANTICIPATED
	☐	☐	☐	☐	☐	☐	☐	☐

Please answer some important questions that will affect your purchasing power. My goal here is to minimize your costs of acquiring your next home and maximize your purchasing power by analyzing your situation.

Do you need to sell an existing property in order to purchase the next one?	NO	YES					
	☐	☐	→ What type of property?	PRINCIPAL RESIDENCE	COTTAGE OR 2ND HOUSE	INVESTMENT PROPERTY	OTHER
			Is property on the market?	Y ☐	N ☐		
			How is it being marketed?	LISTED WITH BROKER	PRIVATELY	COURT ORDER	DUPROPRIO
			What is the present status?	NO OFFERS TO DATE	IN NEGOTIATIONS	SOLD WITH CONDITIONS	WAITING TO SIGN DEAL

What MONTHLY budget are you comfortable with to carry the property (mortgage + taxes) + condo fees if applicable	\$1000 OR LESS	\$1000 TO \$1500	\$1500 TO \$2000	\$2000 TO \$2500	\$2500 TO \$3000	\$3000 TO \$3500	\$3500 TO \$4000	\$4000 +
	☐	☐	☐	☐	☐	☐	☐	☐
What PRICE RANGE are you comfortable paying for the property?	\$300K OR LESS	\$300K TO \$400K	\$400K TO \$500K	\$500K TO \$600K	\$600K TO \$700K	\$700K TO \$800K	\$800K TO \$1MM	\$1MM +
	☐	☐	☐	☐	☐	☐	☐	☐
What proportion of CASH DOWN are you comfortable to apply on the price?	LESS THAN 20%	MORE THAN 20%	ALL CASH 100%					
	☐	☐	☐					
What SOURCES will you want to draw from for your cash down?	LIQUID CASH	CASHABLE INVESTMENTS	DONATION	INHERITANCE	RRSP	EQUITY FROM PROPERTY	OTHER	
	☐	☐	☐	☐	☐	☐	☐	

Thank you so much for responding to this survey. Just a few final questions to allow us to set up the next steps to get you closer to that dream...

What is your target MOVING DATE?							
Are you familiar with the Brokerage Contract to Purchase?	NO	YES					
	☐	☐					
Which virtual teleconferencing platform do you prefer using?	ZOOM	MEETS	FACETIME	HANGOUTS	OTHER	NONE	
	☐	☐	☐	☐	☐	☐	

the 5 pillars of planning



01 **HIRING ME AS YOUR BROKER**

As rules and governance change in our industry, buyers now have the privilege of legal representation through the Purchase Brokerage Contract, a new way to ensure your rights are protected just as much as those of the seller.

04 **OUR ROLES WHEN VISITING**

Visiting a house is much more than just a walk-through. While you focus on the aspects and features, I'll be looking at the less obvious elements... This means I pay particular attention to safety, health, and structural elements.

02 **FINANCIAL OPTIMIZATION**

Should I contact my bank or a mortgage broker? I'll explain in detail the advantages and disadvantages of focusing solely on finding the best interest rate...

05 **PRESENTING YOUR OFFER TO SELLERS**

From the purchase agreement to the special clauses you need to include, I will guide you step by step through all the forms required to make offers and negotiate on your behalf to exclusively represent your best interests under the law.

03 **MARKET ACCESSIBILITY**

A signed contract between us means I can initiate a process that connects you to the market. My systems allow me to ensure that all listings that meet your requirements are forwarded to you before they appear on public websites! You'll have priority over them before anyone else even realizes it.

financial expectations

Getting well prepared means having your financials in place at the onset. By doing so, you increase your ability to demonstrate to sellers that you are going to go on your promise to purchase and that your due diligence is in place, reducing their fears and perceiving you as the better buyer for their home.

What the banks will need

Here is a checklist of documents your bank or mortgage broker will need to process your file for a mortgage approval: I recommend that all PART A documents be sent at the onset in order to feed your pre-qualification file. This will give you a better position during negotiations as we can reduce the lead time on the mortgage approval delays.

for pre-qualification:

Notices of assessment from both gov'ts for last 2 or 3 years	☐		
Pay stubs	☐	Credit score	☐
T4 slips	☐	Loans and credit balances	☐
Letter of employment	☐	Assets and investments	☐
Your lease*	☐	Marital status*	☐

for mortgage approval: (Marc handles this for you!)

A copy of your accepted final offer on a property sale for equity	☐
The inspection report on the purchased home	☐
A copy of the entire offer with amendments	☐
A copy of the listing	☐
The name and coordinates of your notary	☐

What you will need money wise

Liquidity (cash down sourced from savings in Canada)	☐
RRSP (must be cashable at time of notary)	☐
Donation letters*	☐
Funds to cover the Welcome Tax	☐
Funds to reimburse the seller on prepaid taxes	☐
Notary fees	☐
Moving costs	☐

* if applicable (may vary from institution to institution)



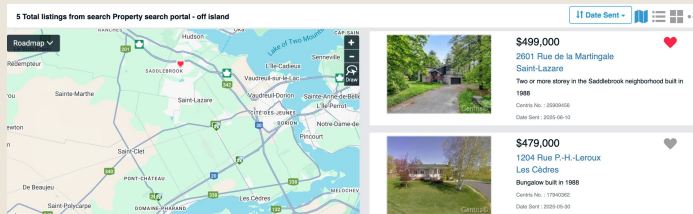
being opportunistic

People who are curious about home prices often end up on search engines such as Centris.ca or Realtor.com. Many spend hours looking, entering their parameters and hoping to land on something interesting, simply to find out offers are already submitted on the property or at worst already sold. The difference between the public access and my access to market listings is OPPORTUNITIES.



Here is what I provide for you during the search process:

1. YOUR OWN CUSTOMIZED SEARCH PORTAL



Your portal provides you with automated advisories each and every time a listing, that fits your parameters, is uploaded on the system the second they press Enter! You can send me notes on each one and together we can react to the best ones to book a visit.

You can sift through them daily and pic favorites, maybes and trash those you don't like. Each day a new listing pops in, you get notified!

2. ALL PERTINENT DOCUMENTS ON THE PROPERTY MADE AVAILABLE BY THE LISTING BROKER
Such as the Sellers' Declarations, certificate of location and many others to consider before visiting.



You may reach your destination faster than you think...

NOW COMES THE TIME TO SHARE PERSPECTIVES...

While you enjoy visiting homes and navigating throughout the rooms and the land, my job is not to present the obvious... In fact, as we do our walkthrough, you may see me drift elsewhere for a few minutes as you continue to consider how the property meets your desired lifestyle. Here's what I look for on your behalf:



SIGNS OF HEALTH RELATED ISSUES

Certain issues may not be obvious at first glance, especially when visiting a nice home for the first time. What I scan for are signs like mold, potential asbestos contained materials, lack of ventilation in certain high humidity rooms and the like.



SAFETY RELATED ISSUES

Issues such as loose or short deck rails, uneven steps, missing handrails and potential fire hazards are just a few of the things I look for and note as potential considerations and check to see if disclosed by the seller. Children and the elderly are most vulnerable to these issues.



STRUCTURAL ISSUES

From the chimney to the foundation, I seek to find issues such as cracks, effervescence, unevenness and other signs that may be causes of structural weaknesses. We then cross reference my notes with the Seller's Declarations and make sure that your inspector goes through all our points during inspection time.

Let's go see it!

Understanding the offer to purchase



Using a marker, identify the sections of the offer that raise questions for you so that we can review them thoroughly together.



MANDATORY FORM PROMISE TO PURCHASE CHIEFLY RESIDENTIAL IMMOVABLE CONTAINING LESS THAN FIVE DWELLINGS EXCLUDING CO-OWNERSHIP

NOTE – This form does not constitute the preliminary contract required under articles 1785 and following of the *Civil Code of Québec* for the sale of an immovable by a builder or promoter. Where a preliminary contract is required, a specific form must be used.

1. IDENTIFICATION OF THE PARTIES

_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 1 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)	NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 1 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CORPORATION)
_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 2 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)	NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 2 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CORPORATION)
_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 3 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)	NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 3 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CORPORATION)
_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 4 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)	NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 4 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CORPORATION)
_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
(hereinafter called "the BUYER")	(hereinafter called "the SELLER")

PAGE 1

This page is for identifying the parties.

Up to 4 different buyers can be listed here.

Although some personal information is requested, only your name and address suffice.

Understanding the offer to purchase...

PAGE 2 - Section 2

Here, I am identified as your intermediary by my name and license number.

- Section 3 relates to the legal description of the property in question.

- Section 4 relates to the price and deposit of the offer, as well as the preferred method for paying said deposit.



PAGE 3 - Section 5

This section defines the financial structure of the offer.

From the deposit offered to demonstrate your financial stability to the seller to the type of financing you are proposing.

In Section 6, if your choice in 5.3 is to obtain approval for a new mortgage, the terms of this condition are detailed, along with the proposed timelines.

Section 7 reminds the seller of the date of your last visit and the fact that you declared yourself satisfied, despite your right to a building inspection mentioned in Section 8.

Also, in 7.2, it is noted that you are legally represented under a brokerage agreement.

2. OBJECT OF THE PROMISE TO PURCHASE

2.1 The BUYER hereby promises to purchase the immovable described hereinafter, at the price and under the conditions stated below, through:

_____, broker _____
LICENCE NUMBER _____
☐ carrying on activities within the following business corporation: _____
☐ representing the following agency: **RE/MAX ROYAL (JORDAN) INC.** _____ or ☐ acting on his own account.

3. SUMMARY DESCRIPTION OF THE IMMOVABLE

3.1 The immovable, with building erected, if applicable, is designated as follows:

NUMBER	STREET	CITY	PROVINCE	POSTAL CODE
CADASTRAL DESCRIPTION _____				
DIMENSIONS _____		☐ m ☐ ft	AREA _____	☐ m ² ☐ ft ²

(hereinafter called "the IMMOVABLE")

4. PRICE AND DEPOSIT (PLUS TAXES, IF APPLICABLE)

4.1 **PRICE** – The purchase price shall be _____ dollars
(\$ _____) which the BUYER agrees to pay in full upon the signing of the deed of sale.

4.2 The IMMOVABLE ☐ is not subject OR ☐ is subject to the Goods and Services Tax and the Québec Sales Tax in a proportion of _____%. Consequently, any tax that may be imposed as a result of the sale and to be collected by the SELLER under applicable tax laws shall, upon the signing of the deed of sale, be remitted by the BUYER to the SELLER for this purpose.

4.3 **DEPOSIT** – If the BUYER chooses to pay a deposit, he shall remit to the broker identified in clause 2.1 (hereinafter called the "TRUSTEE"), as a deposit on the sale price to be paid, a sum of _____ dollars
(\$ _____), as well as bank fees, if applicable. The deposit may be remitted ☐ with this promise to purchase OR ☐ within 72 hours following fulfillment of the conditions outlined in the promise to purchase, excluding the signing of the deed of sale before the notary and the payment of the purchase price:

☐ by cheque "payable to the order of" _____ NAME OF AGENCY OR BROKER TRUSTEE _____ in trust."

☐ by electronic transfer from _____ COUNTRY _____. It is understood that the sum in Canadian dollars deposited in the trust account of the TRUSTEE, after deduction of the exchange rate and banking fees, if applicable, will be the amount of the deposit paid.

☐ by bank draft "payable to the order of" _____ NAME OF AGENCY OR BROKER TRUSTEE _____ in trust."

Upon receipt, the amount shall be deposited without delay in the trust account of _____ NAME OF AGENCY OR BROKER TRUSTEE _____ until the sum is required by the acting notary for the purpose of the deed of sale, whereupon that sum shall be applied against the purchase price. As soon as this sum is deposited into his trust account, the TRUSTEE shall give the depositor a receipt.

Should this promise to purchase become null and void, the TRUSTEE shall immediately refund the deposit to the depositor, without interest. The TRUSTEE shall require that the request for a refund be made in writing. Otherwise, the TRUSTEE may use that deposit only in accordance with this promise to purchase or with the law.

If the deposit is to be paid within 72 hours and the BUYER does not remit this sum within the above-mentioned period, the SELLER shall notify the BUYER, in writing, within five (5) days following the expiry of this period, that he grants the BUYER an additional period, failing which the promise to purchase shall become null and void. Should the SELLER fail to notify the BUYER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

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5. METHOD OF PAYMENT

5.1 **DEPOSIT** – Deposit paid in accordance with clause 4.3 of this promise to purchase: \$ _____

5.2 **ADDITIONAL SUM** – Within the deadline indicated by the acting notary, the BUYER shall pay, or shall cause to be paid, to the acting notary, in trust, an additional sum: \$ _____

5.3 **NEW LOAN** – Within the deadline indicated by the acting notary, the BUYER shall cause to be paid to the notary, in trust, a sum corresponding to any amount to be obtained in the form of a new hypothecary loan in accordance with clause 6.1: \$ _____

5.4 **EXISTING LOAN** – The BUYER shall assume, in accordance with Financing Annex AF- _____, the obligations relating to the existing hypothecary loans, of which the overall balance is approximately: \$ _____

5.5 **BALANCE OF THE SALE PRICE** – The BUYER shall pay to the SELLER, in accordance with Financing Annex AF- _____, the balance of the sale price: \$ _____

TOTAL PRICE \$ _____

6. NEW HYPOTHECARY LOAN

6.1 **TERMS AND CONDITIONS** – The BUYER undertakes to take in good faith, as soon as possible and at his expense, all steps necessary to obtain a loan of \$ _____, secured by hypothec; this loan bearing interest at the current rate, which shall not exceed _____ % per annum (calculated semi-annually and not in advance), shall be calculated according to a maximum amortization plan of _____ years, the balance becoming due in a minimum of _____ years.

In his efforts to obtain such a loan, the BUYER declares that:

☐ he is bound by an exclusive mortgage brokerage contract;

OR

☐ he is not bound by an exclusive mortgage brokerage contract.

6.2 **UNDERTAKING** – The BUYER undertakes to supply to the SELLER, within _____ days following acceptance of this promise to purchase, a copy of the undertaking by a hypothecary lender to grant the BUYER a loan in the amount set out in clause 6.1 or higher. Receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions set out in clause 6.1.

6.3 **ABSENCE OF UNDERTAKING** – In the absence of proof of such an undertaking, the SELLER may, within a period of five (5) days following the expiry of the period set out in clause 6.2 or following receipt of a notice of refusal, notify the BUYER, in writing:

a) that he is requiring the BUYER to file immediately, at his expense, with a hypothecary lender designated by the SELLER, a new application for an hypothecary loan conforming to the conditions set out in clause 6.1. Should the BUYER not succeed in obtaining, within the time period specified in the SELLER's notice, a written undertaking from that hypothecary lender to grant the BUYER the loan applied for, this promise to purchase shall become null and void. However, the receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions of this section;

OR

b) that he renders this promise to purchase null and void. This notice shall take effect upon its receipt by the BUYER.

Where the SELLER does not avail himself of the provisions of paragraph (a) or (b) above within the specified time period, this promise to purchase shall become null and void.

7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

7.1 Subject to clause 8.1, to any stipulation to the contrary in clause 12.1, and to the declarations by the SELLER, the BUYER has visited the IMMOVABLE, on _____, and declares that he is satisfied therewith.

7.2 The BUYER declares that ☐ he is not bound OR ☐ he is bound to the agency or the broker identified in clause 2.1 by a brokerage contract to purchase _____ DATE _____

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PAGE 4

- Continuation of Section 7

- Section 8 details the parameters of the building inspection condition, the proposed timelines, and the necessary notices to the seller.

- Section 9 defines the documents you wish to review to your satisfaction before proceeding with the final offer.

- Section 10 relates to the seller's basic disclosures beyond those included in the "Seller's Disclosures" form attached to their registration.



PAGE 5 -

This page details the seller's various responsibilities regarding the delivery of the property and relevant documents, in addition to those mentioned in section 9.

- 10.4 states that the seller is responsible for ensuring that no legal encumbrances remain on the property at the time of the sale at the notary's office and that they are responsible for the costs of removing them.

- 10.5 If a defect or irregularity is observed by the seller between the finalization of your offer and the date of signing at the notary's office, this section outlines the notification process to you.

- 10.6 stipulates that if the seller's spouse is not a legal co-owner of the property, they must still give their consent to the sale.

- 10.7 addresses damages in the event that the seller withdraws from the sale. In such a case,

your insurance protects you!



- 7.3 The costs and fees of the deed of sale, of its registration and of the copies required for all the parties shall be at the BUYER's expense.
- 7.4 Transfer duties following the signing of the deed of sale shall be at the BUYER's expense.
- 7.5 The BUYER may not sell, assign or otherwise alienate his rights in this promise to purchase without obtaining the prior written consent of the SELLER.
- 7.6 **DAMAGES** – In the event that no deed of sale is signed for the IMMOVABLE through the BUYER's fault, the BUYER acknowledges that, in addition to the damages he may have to pay to the SELLER, he may have to compensate directly the agency or the broker, bound to the SELLER by brokerage contract, in accordance with the ordinary rules of law, by paying damages that can be equivalent to the remuneration that the SELLER would otherwise have had to pay.

8. INSPECTION BY A PERSON CHOSEN BY THE BUYER

WARNING: A PROMISE TO PURCHASE WITHOUT AN INSPECTION CLAUSE IS APPROPRIATE ONLY IN SPECIAL CIRCUMSTANCES, FOR EXAMPLE, WHEN THE IMMOVABLE IS TO BE REPLACED OR SUBSTANTIALLY RENOVATED.

- 8.1 ☐ This promise to purchase is conditional upon the BUYER being permitted to have the IMMOVABLE inspected by a building inspector or a professional within a period of _____ days following acceptance of this promise to purchase. Should this inspection reveal the existence of a factor relating to the IMMOVABLE and liable to significantly reduce the value thereof, reduce the income generated thereby or increase the expense relating thereto, the BUYER shall notify the SELLER, in writing, and shall give him a copy of the inspection report no later than the 4th day following the expiry of the above-mentioned time period, before 8:00 pm. This promise to purchase shall become null and void upon receipt, by the SELLER, of this notification together with a copy of the inspection report. Should the BUYER fail to notify the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

OR

☐ By initialing this box, the BUYER acknowledges having been informed of his right to have the IMMOVABLE inspected by a building inspector or a professional and having waived his right to do so. He also acknowledges having been informed by the broker identified in clause 2.1 of the risks of not having an inspection conducted.

9. REVIEW OF DOCUMENTS BY THE BUYER

- 9.1 This promise to purchase is conditional upon the BUYER's examination and verification of the following documents:

To this effect, the SELLER shall submit to the BUYER a copy of the above documents within _____ days following acceptance of this promise to purchase.

Should the BUYER not be satisfied upon examining and verifying these documents or should he fail to receive them within the specified time period and wishes to make this promise to purchase null and void as a result, he shall notify the SELLER, in writing, within seven (7) days following the expiry of the above mentioned time period.

This promise to purchase shall become null and void upon receipt of this notification by the SELLER. Should the BUYER fail to notify the SELLER within the above mentioned time period, he shall be deemed to have waived this condition.

10. DECLARATIONS AND OBLIGATIONS OF THE SELLER

- 10.1 The SELLER declares that:

1. he is the sole owner of the IMMOVABLE or is duly authorized to sign this promise to purchase;
2. he is a Canadian resident within the meaning of the *Income Tax Act* (RSC 1985, c. 1 (5th Supp.)) and the *Taxation Act* (CQLR, Chapter I-3) and does not intend to change this residence until the signing of the deed of sale, otherwise the tax provisions concerning the issuance of a certificate of compliance or the withholding of a portion of the sale price shall be applied;

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3. the IMMOVABLE is not the subject of an agreement to sell or exchange it;
 4. the IMMOVABLE is not the subject of an agreement to lease it under conditions that would result in preventing the sale from taking place;
 5. the IMMOVABLE is not the subject of a pre-emptive right in favour of a third party;
 6. the IMMOVABLE is not an immovable referred to in article 1785 of the *Civil Code of Québec*, i.e. an existing or planned residential immovable sold by the builder or a promoter to a natural person who acquires it to occupy it, whether or not the sale includes the transfer to this buyer of the seller's rights over the land;
 7. the IMMOVABLE is sold with legal warranty of ownership and quality unless otherwise stipulated in clause 12.1.
- 10.2 **DELIVERY OF THE IMMOVABLE** – The SELLER promises to sell the IMMOVABLE to the BUYER and, unless stipulated otherwise in clause 12.1, undertakes to deliver the IMMOVABLE in the condition in which it was when the BUYER visited it.
- 10.3 **OWNERSHIP DOCUMENTS** – The SELLER shall supply the BUYER with a valid title of ownership. The IMMOVABLE shall be sold free of any real right or other charges, other than the usual and apparent servitudes of public utility. The SELLER shall be warrantor towards the BUYER for any violation of the restrictions of public law that affect the IMMOVABLE and that are exceptions to the ordinary law of ownership, except those appearing on the certificate of location provided to the BUYER.
- The SELLER shall supply to the BUYER a true copy of his act of acquisition and of his certificate of location for the IMMOVABLE:
- reflecting any operation, amendment or cadastral renovation;
 - reflecting the current physical state of premises (e.g. heat pump, terrace, fence, shed, swimming pool), the restrictions of private law (e.g. servitude, real rights or other charges), and the restrictions of public law (e.g. municipal by-laws);
- The BUYER who wishes to obtain another certificate of location shall bear the cost thereof.
- The SELLER shall also supply to the BUYER, upon request, any documents in his possession concerning the IMMOVABLE. These documents shall be forwarded to the acting notary identified in clause 11.1.
- 10.4 **COSTS RELATING TO REPAYMENT AND CANCELLATION** – The costs relating to the repayment and cancellation of any debt secured by hypothec, prior claim or any other real right affecting the IMMOVABLE shall be borne by the SELLER, unless otherwise stipulated in clause 12.1. The costs relating to repayment include any penalty that may be applicable in case of early repayment.
- 10.5 **DEFECT OR IRREGULARITY** – Should the BUYER or the SELLER be notified, following the fulfilment of conditions, but before the signing of the deed of sale, of any defect or irregularity whatsoever affecting the titles of the IMMOVABLE or the declarations or obligations of the SELLER contained herein, the SELLER shall, within twenty-one (21) days following receipt of a written notice to that effect, notify the BUYER, in writing, that he has remedied that defect or irregularity at his expense or that he will not remedy it.
- Unless the BUYER has already been informed in writing, the BUYER may, within a period of five (5) days following receipt of a notice from the SELLER that the latter will not remedy the defect or irregularity, or following the expiry of the twenty-one (21) day period in the absence of any notice, notify the SELLER, in writing:
- a) that he is purchasing with the alleged defects or irregularities mentioned. Consequently, the SELLER's declarations and obligations shall be reduced accordingly;
- OR
- b) that he renders this promise to purchase null and void. Consequently, the fees, expenses and costs reasonably incurred until that time by the BUYER and the SELLER shall be borne only by the SELLER.
- Where the BUYER has not availed himself of the provisions of paragraphs (a) or (b) above within the specified time period, this promise to purchase shall become null and void, in which case the BUYER and the SELLER shall each bear the fees, expenses and costs incurred by them respectively.
- 10.6 **INTERVENTION OF SPOUSE** – If part of the IMMOVABLE constitutes the SELLER's family residence, or where rendered necessary by the SELLER's matrimonial status, the SELLER undertakes to remit to the BUYER, as soon as this promise to purchase is accepted, either a document evidencing the consent of the married or civil union spouse and an undertaking by his spouse to intervene for the same purposes in the notarial deed of sale, or a copy of a judgment authorizing him to sell the IMMOVABLE without the consent of the married or civil union spouse. Failing that, the BUYER may, by giving written notice to this effect, render this promise to purchase null and void.
- 10.7 **DAMAGES** – In the event that, through the SELLER's fault, no deed of sale is signed for the IMMOVABLE, the SELLER acknowledges that, in addition to the damages he may have to pay to the BUYER, he may have to compensate directly the agency or the broker, bound to the BUYER by a brokerage contract to purchase, in accordance with the ordinary rules of law, by paying damages that could be equivalent to the remuneration that the BUYER would otherwise have had to pay.

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Page 6 defines the following contractual obligations:

11.1 - The date on which the deed is signed at the notary's office. This date can remain flexible depending on the availability of the parties and the notary you choose.

11.2 - Occupancy of the premises generally takes place after the signing date, at least 72 hours later, to allow the seller to receive their funds following the registration of the deed with the Quebec land registry.

11.3 - Indicates the date on which tax and other adjustments will be made.

11.4 - Indicates to whom my commission should be paid.

11.5 - Indicates the inclusions in the sale.



Page 7 defines the following contractual obligations:

11.6 - Exclusions stipulated by the seller.

11.7 - Lease agreements used by the seller that you assume responsibility for upon taking possession of the premises.

11.8 - Goods and services used by the seller that you assume responsibility for upon taking possession of the premises.

12.1 - Any other statements and conditions made by the seller or by you as the buyer.

11. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER

11.1 DEED OF SALE – The BUYER and the SELLER undertake to sign a deed of sale before, _____ notary, on or before _____. The BUYER shall be the owner upon the signing of the deed of sale. The BUYER and the SELLER hereby authorize the broker identified in clause 2.1 to forward to the notary identified above the information contained in this form and the annexes thereto, including any related document, within the deadline indicated by the notary.

11.2 OCCUPANCY OF PREMISES – The SELLER undertakes to render the immovable available for occupancy by the BUYER as of _____ at _____, and to leave it free of any property not included in this promise to purchase or not assumed by the BUYER, failing which the BUYER may have it removed at the SELLER's expense. If the SELLER vacates the IMMOVABLE before that date, he shall nevertheless remain responsible, unless otherwise stipulated in clause 12.1, for keeping the immovable in the condition that it was in when the BUYER visited it.

11.3 ADJUSTMENTS – Upon the signing of the deed of sale, all the adjustments in respect of general and special real estate taxes, fuel reserves, and income or expenses relating to the IMMOVABLE shall be made:

☐ as of the date of signing of the deed of sale OR ☐ as of the date of occupancy.

If the occupancy of the premises is to be subsequent to the signing of the deed of sale, an adjustment in regard of this occupancy shall be made at the signing of the deed of sale, according to the following calculation: the SELLER shall pay an amount equivalent to \$ _____ per month, calculated from the date of signing of the deed of sale to the date of occupancy set out in clause 11.2, as compensation for the SELLER's occupancy of the premises during that period. In such event, heating, electricity and general maintenance costs relating to the premises occupied shall be assumed by the SELLER. In addition, the SELLER shall supply to the BUYER, at his expense, proof of liability insurance. The BUYER and the SELLER instruct the acting notary to pay this compensation to the BUYER from the available sums payable to the SELLER.

11.4 AGENCY OR BROKER REMUNERATION – INSTRUCTIONS TO THE NOTARY – The BUYER and the SELLER irrevocably instruct the acting notary to pay directly to _____, agency or broker of the SELLER, the remuneration amount set out in the brokerage contract to sell awarded by the SELLER from the available sums payable to the SELLER after payment of any prior or hypothecary claim and any disbursements or fees incurred by the notary, notably for cancelling these claims and other costs. Upon instruction from the agency or broker of the SELLER, the notary shall pay a portion of this remuneration to the agency or broker identified in clause 2.1.

11.5 INCLUSIONS – Included in the sale are the following items:

which are sold without any legal warranty of quality, at the BUYER's own risk, but must be in working order at the time of delivery of the IMMOVABLE.

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11.6 EXCLUSIONS – Excluded from the sale are the following items:

11.7 Service and leasing contracts on appliances and equipment to be assumed by the BUYER:

☐ Water heater _____ ☐ Alarm system _____

☐ Propane tank _____

☐ Other _____

11.8 Items and services covered by a maintenance contract or an instalment sales contract, trial sales contract, sales contract with right of redemption, sale contract with resolatory clause, or leasing contract, and obligations of the SELLER to be assumed by the BUYER (appliances, swimming pool, heat pump, heating system, etc.):

12. OTHER DECLARATIONS AND CONDITIONS

12.1

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On page 8, we find the continuation of section 12.1 for adding any additional conditions.

Section 13 allows us to add any relevant appendices to your purchase that would form an integral part of your offer.

14.1 - This section is used strategically and informs the seller of the proposed deadline for accepting your purchase offer. However, if the seller is considering a counter-offer, they are not required to respond within this timeframe.



Finally, page 9 details the signatures of the parties and the responses submitted by the seller.

A section for the spouse and their consent to the sale is also included.

CO-OWNERSHIP:

Please note that the purchase agreement for a condominium differs slightly, although the general principles are essentially the same.

I will strategically guide you through understanding the contracts so that you are fully informed!

13. ANNEXES

13.1 The provisions set forth in the Declarations by the seller Annex DS- [] and those set forth in the Annexes identified below form an integral part of this promise to purchase:

General Annex AG- [] Residential immovable Annex AR- [] Financing Annex AF- []

Other(s): []

14. CONDITIONS OF ACCEPTANCE

14.1 The BUYER and the SELLER declare that their consent is not the result of any representation or condition not contained herein. The BUYER is irrevocably committed until [] : [] , on [] DATE []

If the SELLER accepts this promise to purchase, within this deadline, it shall constitute a contract that is legally binding on the BUYER and the SELLER until proper and full execution. If the SELLER does not accept it, within this deadline, this promise to purchase shall become null and void. A refusal by the SELLER shall render this promise to purchase null and void. A counter-proposal by the SELLER shall have the same effect as a refusal.

15. INTERPRETATION

15.1 Unless the context dictates otherwise, the masculine form includes the feminine and neutral forms and vice versa, and the singular includes the plural and vice versa.

15.2 This contract and the performance thereof are governed by the laws of Québec.

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16. SIGNATURES

ORGANISME D'AUTORÉGLEMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

The AGENCY or the BROKER declares being duly registered with the Organisme d'autoréglementation du courtage immobilier du Québec (OACIQ).

The mission of the OACIQ is to protect the public. In particular, it ensures that brokerage transactions are carried out in compliance with the *Real Estate Brokerage Act*. It oversees the activities of real estate brokers and agencies and enforces the rules of professional conduct. The OACIQ issues licences to real estate brokers and agencies. Consumers may contact the OACIQ to submit a request for assistance or investigation regarding a real estate broker or agency or to get information on real estate transactions and the oversight of licence holders.

[] Initials of BROKER identified in clause 2.1.

The parties have requested that this form and all related documents be drawn up in English only. *Les parties aux présentes ont exigé que le présent formulaire et tous les documents qui s'y rattachent soient rédigés en anglais seulement.*

BUYER – The BUYER acknowledges having read, understood and agreed to this promise to purchase, including any annexes thereto, and having received a copy thereof.

Signed in [] , Signed in []
on [] DATE [] , at [] : [] , on [] DATE [] , at [] : []

SIGNATURE OF BUYER 1 OR HIS REPRESENTATIVE SIGNATURE OF BUYER 2 OR HIS REPRESENTATIVE
WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT) WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)
SIGNATURE OF WITNESS SIGNATURE OF WITNESS

Signed in [] , Signed in []
on [] DATE [] , at [] : [] , on [] DATE [] , at [] : []

SIGNATURE OF BUYER 3 OR HIS REPRESENTATIVE SIGNATURE OF BUYER 4 OR HIS REPRESENTATIVE
WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT) WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)
SIGNATURE OF WITNESS SIGNATURE OF WITNESS

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getting the deal done!

PRESENTING OFFERS

With today's technologies and communication streams, the days of old where agents had to meet sellers face to face to present offers is history.

Most listing brokers now demand that all offers be sent to them via email for them only to present them to their sellers.

In order to optimize your chances of success, I attach key documents to your offer, namely:

- * Your mortgage pre-qualification letter or certificate, and
- * Your buyer profile. This profile enhances the sellers' perception of you the buyer and highly influences the direction as to whom they want to deal with, especially when more than one offer is presented to them.

I do what is needed to enhance your chances of winning and acquiring that dream home!

BUYER PROFILE

FROM THE OFFICE OF
JENNIFER SMITH

REGARDING THE PROPERTY AT:

IN REFERENCE TO PROMISE TO PURCHASE # PP

Dear Mr. and Mrs. Smith,

I would like to introduce you to my buyers given this offer will most probably reach you through your broker representative,

Please meet the McCarthy family.



Gail and Robert are proud parents of 2 children, Eva (13) and Victor (11).

Gail is an accountant with a leading firm in Montreal and Robert is a software engineer for Ubisoft in Montreal.

The children will be attending the local high school and they have a few friends already in the neighborhood.

They have toured your home yesterday and immediately felt at home and appreciated the wonderful touches and decor that seems to fit their tastes like a glove.

You will find them to be a perfect buyer for your home who will continue to maintain it with love and care, just as you have done for all these years.

Attached to our offer is their qualification for financing. This certificate is fully documented which means we will need less time than the average buyer to obtain our financing.

They hope that you will find their offer satisfactory and invite you to respond the best way you can so as to finalize a mutually accepted agreement.

Should you have any questions, please have them passed through your broker and I will be happy to respond.

We thank you again for your consideration of this proposal.

Cordially,

Jennifer Smith
Certified Real Estate Broker
ABC REALTIES INC.



my support network

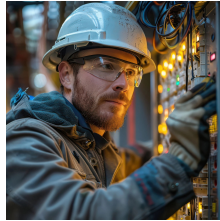
I HAVE THE CONTACTS TO SUPPORT YOU
IN YOUR TRANSACTION



INSPECTORS



LAB TESTS



ELECTRICIANS



MACONS



ROOFERS



DECONTAMINATION



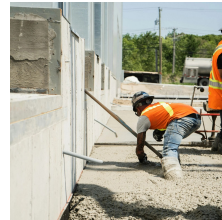
HVAC



PLUMBERS



MORTGAGE
BROKERS



FOUNDATIONS



NOTARY



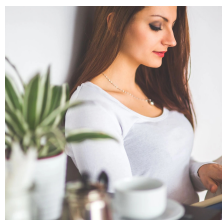
MOVERS

Different types of trades people are often required in the due diligence of offers. Once accepted agreements are made, certain issues may arise which call for experts to assess and provide quotes or opinions. My network of contacts, tested and tried, are at your disposal to ensure you received the best trade support.

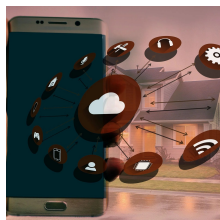
AND ONCE YOU BECOME OWNER - MY NETWORK GOES FURTHER FOR YOU



RENOVATORS



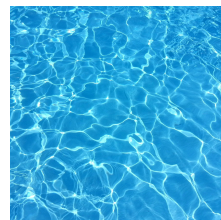
DESIGNERS



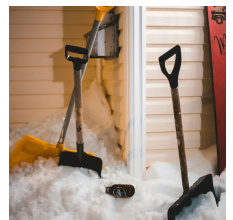
SMART HOME



LANDSCAPING



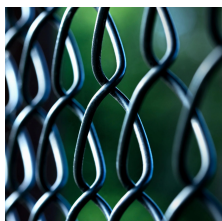
POOL SERVICES



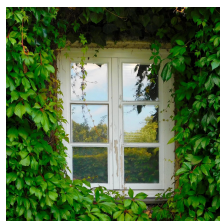
SNOW REMOVAL



PAINTERS



FENCES-DECKS



WINDOWS-DOORS



FLOORS



FIREPLACES



AND MORE!

Let me refer you to the best people in your neighborhood!

WWW.JENNIFERSMITH.COM



start packing!

You have an accepted final offer on your dream home

Once we secure an accepted offer, it is sent to the acting notary who takes over from me in his or her official capacity as a title attorney.

In the meantime, I provide you with important checklists and reminders as to the actions to undertake to make sure your purchase and subsequent move proceed smoothly.



GETTING YOU TO THE finish line!

An accepted offer is no guarantee of a sale... Diligent monitoring on my part during the waiting period requires me to ensure that the listing broker remains diligent in fulfilling their responsibilities.

LET'S GO SIGN!

I will be present at the notary's office to assist you and ensure that all financial adjustments, fees, and refunds are properly processed. In addition, I will ensure that the offer is properly reflected in your deed of sale.

READY FOR THE MOVE

I will provide you with the appropriate checklists and tasks to help you coordinate all your information transfers to your new location and the closing of your accounts from your current residence.

MY FAREWELL VISIT

On moving day, I will come by to greet you and check that your move is going as planned. I will note any potential issues regarding the condition of your new property and the items included in your purchase, making sure you receive your Tranquilli-T certificate.



 www.jennifersmith.com

 514.555.1212

 jennsmith@gmail.com

AUTHORIZED
LICENCE
HOLDER
