

GUIDE TO BUYING A HOME IN THE GEORGIAN TRIANGLE



LOCATIONS **N**ORTH

BROKERAGE



TABLE OF CONTENTS

Overview	2
Understanding The Georgian Triangle Real Estate Market	3
Defining Your Goals, Researching Your Options, Making Your Plans	4
Selecting Your REALTOR®	5
Researching Your Mortgage Options And Getting Pre-Approval For A Loan	6
Viewing Homes And Selecting THE ONE	9
Making An Offer And Successfully Negotiating The Deal	10
Finalizing Your Mortgage Financing	14
Completing The Transaction	17
Real Estate Closing Costs For Buyers	20
Considerations For First-Time Home Buyers	22
Purchasing Luxury And Heritage Homes	25
Investing In Georgian Triangle Real Estate	26
Home Buyer's Glossary	27
Home Search Worksheets	30
Home Viewing Notes	32
Buyer Representation Agreements: Understanding The Fine Print	44
OREA Form 300: Buyer Representation Agreement	46
About Locations North	51



GUIDE TO BUYING A HOME IN THE GEORGIAN TRIANGLE

Overview

Without question, buying a home can be one of the most exciting experiences you ever go through. And that's true whether you've bought many homes or you're looking to buy your first, whether you're in the market for a new primary residence, an investment property or that perfect vacation getaway.

Regardless of market conditions within the Georgian Triangle area or generally, there will always be great opportunities, some risks, and many factors to consider. That's why it's crucial for you to have all the resources necessary to make well-informed decisions, as well as the time required to make complete use of them.



For this reason, we hope this Guide will provide helpful info about all the most important aspects of finding and purchasing a home here, to include:

- Understanding the Georgian Triangle real estate market
- Defining your goals, researching your options and making your plans
- Interviewing one or more REALTORS® and selecting the one you wish to work with
- Researching your mortgage options and getting pre-approved for a loan
- Viewing a variety of listings and selecting THE ONE
- Making an offer and negotiating with the seller
- Securing your financing and fulfilling all other conditions of the sale
- Completing the transaction

Additionally, this Guide provides information for both first-time home buyers and investors, as well as about purchasing luxury properties. It also includes: a buyers' glossary; a home search worksheet for clearly defining the kind of property you're looking for; pages for making notes about the listings you view; and information about buyers' representation.

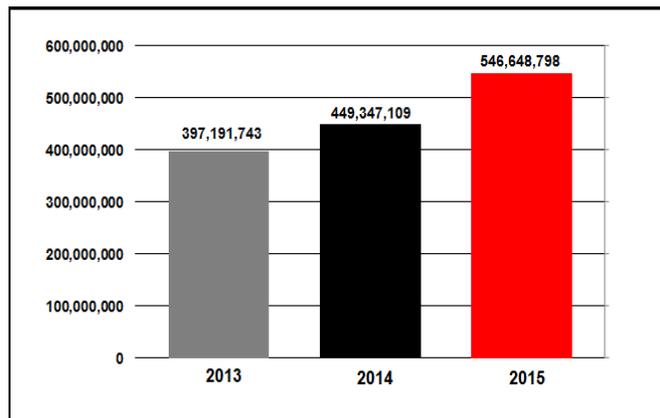
That said, the Guide can only supplement the extensive knowledge and experience of a trusted REALTOR®. Along these lines, one benefit of working with Locations North is that each of our five offices includes many REALTORS® who can provide you with expert consultation at each step of the homebuying process. All this and more is why we are the Georgian Triangle's #1 – and fastest growing – brokerage. It is also why so much of our business is with past clients and referrals. So we do hope to hear from you when you decide to make a move.

Understanding The Georgian Triangle Real Estate Market

Given that buying a home is such a big and often emotional step, it is all the more important for you to educate and prepare yourself as much as possible in advance. Your getting the very best deal you can on the home you want – as well as just as successfully selling your current home, if you have one – depends upon it.

On the education side this means, for instance, learning as much as you can about what the Georgian Triangle real estate market is doing.

Are sales up or down this year and this quarter? How are sales doing in different price brackets? Have home prices been trending upwards or downwards, and by how much? Is it a buyers' market or a sellers' market? Comparatively speaking, how has the market been performing in the different communities within the Georgian Triangle?



It's clear that being informed about the Georgian Triangle market and those of its communities can give you a big advantage when buying and selling. That's why Locations North publishes a free monthly, in-depth **Georgian Triangle Market Report**, as well as free, in-depth **Quarterly Market Reports** for each of the six main communities we serve: Collingwood, The Blue Mountains, Meaford, Wasaga Beach, Grey Highlands and Clearview.

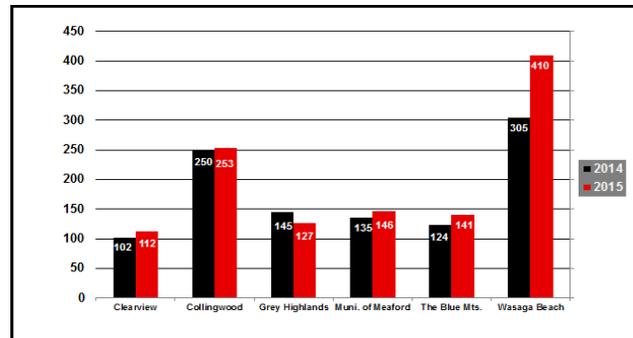
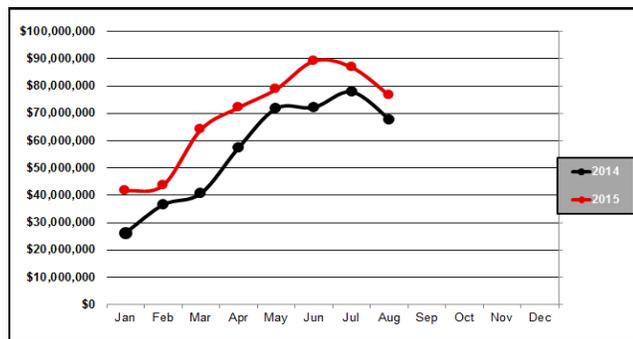
So if as a buyer (and perhaps also a seller) you want the answers to the market questions above as well as many others, ask your Locations North REALTOR® to send you these free, regular Reports, or sign up for them at www.locationsnorth.com.

What you DO know WILL help you.

Defining Your Goals, Researching Your Options, Making Your Plans

As well as being informed about the local market, it will help you to clearly determine why you're buying and what kind of property you're looking for. Doing so will save you time, keep you focused, and maximize your possibilities for getting the home you want.

In order to help you do that, this Guide includes **Home Search Worksheets** on pages 30-1 that you can use directly or as a basis for setting priorities and making plans. Once you've done that even tentatively you'll be in a better position to research your housing and mortgage options, as well as create an action plan and timelines for moving forward. You may want to do this yourself, but you may also benefit by consulting an experienced REALTOR® right from the start.



Selecting A REALTOR®

Buying real estate can be a complex matter at the best of times, given that there are many factors to consider and that no two homes or transactions are alike.

In selecting a REALTOR® to help you with the property search, financing, negotiation and transaction processes, you should consider their local market knowledge, experience and track record. It also helps if you've successfully worked with a REALTOR® before or had one referred by a trusted source. However you select your REALTOR®, be sure to ask lots of questions.

In addition, it is important to note that REALTORS® are governed by the legal concept of 'agency'. As such, they are legally obligated to represent and protect the best interests of those who they work for.

The concept of 'agency' and, with it, the concept of 'buyer representation' include a number of aspects and related conditions of service. When you decide to work with a REALTOR® to buy a home you will, at some point, be asked to sign what is called a 'Buyer Representation Agreement'. In order to clarify your relationship to the REALTOR® described in the Agreement, this Guide includes:

- A layman's description, on page 44, of the 'Agreement' from the *Real Estate Council Of Ontario*, the administrative body which governs real estate activity in Ontario.
- A copy of the 'Buyer Representation Agreement' itself on page 46.

That said, in assisting you in your purchase of a property your REALTOR® will:



- Educate you about Buyer Agency, outlining their responsibilities to you, including complete Disclosure, Loyalty, Confidentiality, Obedience and Accountability
- Help you explore your financing options and, if required, refer you to some excellent mortgage professionals so you can make the best possible mortgage decision
- Not only save you time by searching the market for homes that meet your criteria, but in some cases give you the 'inside line' on homes *even before they go on the market*
- View homes with you and provide comparative analysis. They can also refer you to professional home inspectors who will provide more in-depth analysis and advice
- Represent your best interests and provide advice throughout the negotiation process, get you the best possible price/terms, and take care of all the contractual details
- Keep you fully informed about all activities that lead to the transaction closing
- Assist you, if required, in finding any home-related services you need.

In short, your REALTOR® will provide you with comprehensive and highly-professional service, representing your best interests throughout the homebuying process.

Researching Your Mortgage Options And Getting Pre-Approval For A Loan

Without question, your most important consideration when buying will be how much you can *really* afford. Generally, this will depend on the following six factors:

- Your household income
- Your outstanding debts
- Your credit rating and history
- Current interest rates
- The type of mortgage you select
- The cash you have available for the down payment and closing costs



Now, you can easily go online and find many formulae and calculators for determining how much you can and should spend on a home. However, because there can be such variance in the six factors noted above, there are no simple 'rules of thumb'.

That's why your best bet is to speak directly with one or more financial institutions *before you begin to seriously look at properties*. They'll tell you how much you can borrow and what it will cost. They'll also be able to provide advice and options for harmonizing your mortgage and homeowner costs within your broader financial goals.

Even more importantly, they will be able to pre-approve you for a given size loan so you can search for homes with a certainty that will save you time and maximize your opportunities.



1 – Getting Pre-Approval For A Loan: *It Makes Everything Easier*

The pre-approval process involves meeting with a lender and authorizing them to examine your financial situation. If you qualify to buy, you'll then be provided with a certified document that details how much you can borrow. This will give you the following important advantages:

- You'll have reliable info about the most you CAN spend, and so you'll be able to decide how much you WANT to spend given all your other financial obligations and priorities.
- You'll be able to search for homes based on a price range. This will help you to stay focused, save time and make more informed decisions about details (e.g. upgrades).
- As a qualified, motivated buyer you'll be taken more seriously when you make an offer.

- If you find a home you love — maybe one with multiple offers — you'll be able to make an offer immediately and assure the seller you're ready to buy. This might make the difference between getting it or not, as well as put you in a better negotiating position.
- You'll find out if you qualify for special programs (e.g. if you're a first-time buyer)

Also keep in mind that an experienced REALTOR® will be able to suggest lenders with a history of offering excellent mortgage products and services. For more information about the loan process in general, see **Finalizing Your Mortgage Financing** on page 14.

One thing to note is that your pre-approval letter will tell you how much you CAN spend on a home, not how much you SHOULD spend. **You don't want to be 'house rich and cash poor'.**

That's why it's crucial for you to sincerely ask yourself how big a mortgage and down payment you can *really* afford – i.e. when you work all the taxes, homeowner fees, insurance, improvements, and other potential costs into the equation.



Make yourself accountable. What might you be giving up – not just every month, but in the long run – by overextending yourself into mortgage debt? Maybe taking on a big mortgage will pay off as an investment, maybe it won't. Be sure to weigh in the risks and opportunity costs.

Generally, because there are so many considerations and so much at stake, make sure you bring all your questions to the table, and this includes asking the lender to explain all terms of the mortgage. You may find that having a trusted and knowledgeable REALTOR® by your side to explain every aspect of the mortgage contract will increase your peace of mind.

Viewing Homes And Selecting THE ONE

It is difficult to generalize about the home search process in the Georgian Triangle for two main reasons:

1. There is such a variety of properties – residential, recreational, rural, retirement and commercial – within the communities; and the communities themselves are so varied.
2. There is such a diversity of buyers from both in and out of the Georgian Triangle who are looking at this variety of properties with a wide range of motivations and timelines.

For instance, for long-term residents of the area the search process may be a straightforward and typical one of looking at homes online for the better part of a year before they sell their current home and move to another in the same community, having viewed 10-15 properties.

On the other hand, there are many people from the Greater Toronto Area who come to the area year after year to ski, and who look at recreational properties for years before finally buying one.



The mix is further complicated by the fact that so much of the sale of real estate within the Georgian Triangle is 'discretionary': buyers and sellers may *want to buy or sell*, but they *don't have to buy or sell*, a fact that impacts on both on the market and resulting home prices.

Regardless your personal buying scenario, again, the most practical thing you can do is: know the market, define your goals and priorities, make your plans and, if possible, get pre-approved for a loan so you can search confidently and act instantly when you do find THE ONE.

Two further points that we hope will help you with your home search:

- In searching online consider using our website, www.locationsnorth.com, which enables you to view all of the properties on the market in the Georgian Triangle.
- This Guide, on pages 32-43, includes forms for making notes about listings you view.

Lastly, an obvious point but one worth noting: While viewing listings online can be a time-saver, there is no substitute for viewing properties in person with the help of an experienced and eagle-eyed REALTOR® who will notice things that you might miss, provide expert analysis, and act as an impartial sounding board. Properties that seem similar online can actually be very different in terms of design, layout, workmanship, quality of features and finishings, the streets they're on, the views they offer, their overall condition and a variety of other factors.

Making An Offer And Successfully Negotiating The Deal

Now that you've found the home you want to buy, it's time to make an offer and negotiate a mutually-satisfactory purchase agreement with the seller.

With rare exception, negotiating the deal is the most complex part of buying a home. It is also the one that can involve the most creativity.

That's why it helps to have an experienced and savvy REALTOR® who has successfully worked through many different transaction scenarios, and who will be happy to address your questions, as well as suggest a negotiation strategy.



What follows is, first, a brief description of the offer and negotiation process and, second, a few proven negotiation strategies, all of which involve: keeping your priorities in mind; keeping your emotions in check and not giving your situation away; respecting the seller's priorities; and lastly, being creative and, where necessary, willing to compromise to get the deal done.

1 – The Offer And Negotiation Process

When you make an offer on a home you will do so using a contract that has been developed by your local real estate association in conjunction with legal counsel. These contracts enable you to suggest a sale price and also include many clauses for specifying the terms of purchase, such as the closing and possession dates, the deposit amount, and a variety of other conditions.

Typically, your REALTOR® will write up the contract, carefully review it with you to ensure that all aspects of it express your desired offer, and address all of your questions about the offer or offer process itself.

Your REALTOR® will then deliver your offer to the seller's representative, who will present it to the seller for review. At that point the seller can accept the offer, reject it, or counter it to initiate the negotiation process. Successive counter-offers, each with deadlines for responding and meeting various conditions (e.g. your securing financing, home inspection), will then be exchanged between until you and the seller either reach a mutually-satisfactory pending agreement or the negotiations collapse.



Strategy #1: Strike A Balance – Motivated *But Not Too Eager*

For you as a buyer, the need for strategy begins before you even make an offer, the first time you see the home that you think might be THE ONE. It is very important that you not give yourself away to the seller's REALTOR® by getting too excited about your "find". If anything, ask a few questions, maybe take a few notes, and let your REALTOR® do most of the talking.

The point is that ideally you will want to appear, on the one hand, to be a qualified, motivated buyer (just the kind sellers want) while, on the other hand, not appear too eager. Generally speaking, the better you are able to maintain this balance throughout the negotiation process, the better your chances will be of getting the very best deal that you can.

Remember, it's the selling REALTOR'S® job to get the best possible deal for the seller. So any overexcitement – or vulnerability – you show could compromise your position and cost you \$\$\$.

Strategy #2: Look Beyond The Sale Price

While a property's sale price is generally the focus of the negotiations, often both you and the seller will have specific needs such that the terms of the purchase significantly influence the final deal.

Additionally, it is in relation to the terms – which can represent thousands of dollars in value – where you can get most creative when it comes to resolving the obstacles to transacting. Here are some elements in the purchase agreement that you and the seller might want to consider:



- Closing and Possession Dates – for some sellers a quick or long close could be the key
- The amount of earnest money deposit you provide
- The inclusion of furniture, fixtures, etc., not considered part of the property
- The seller's payment for repairs
- The seller's payment of taxes, utilities, title search and insurance, survey, inspections and attorney's fees
- And of course, sellers always like all-cash offers

If there are incentives or other special terms, make sure to get them all in writing within the purchase agreement. These terms must be carefully reviewed and clearly understood by both you and the seller so that you are on the same page and the negotiations move forward.

Along these lines, you can rely on your REALTOR® to provide creative and trustworthy counsel.

Have You Really Found THE ONE? If So, Make It So

If you're really interested in buying a home, you should be willing to make some compromises to make the deal work. If that's not the case, you should listen to your heart and consider looking for another home. It just might be out there waiting for you. Here are a few principles of successful negotiation to consider if you're committed to making the purchase:

- **Respect the seller's priorities in order to achieve your own.** Don't let small things get in the way of your better judgment. Meet halfway and split the difference or defer until later. Consolidate your agreement on big issues and come back to the small ones.



- **Stay cool and be patient.** Keep communication civil.
- **Take care with all of the contingencies.** Your signed acceptance of a counter-offer is your contract.
- **Rely on your REALTOR®.** It is his or her responsibility to represent your best interests every step of the way. Your success is his or her success.
- **Remember:** Where there's a will there's a way.

Finalizing Your Mortgage Financing

Once you have a pending agreement with the seller, it's time – unless you are one of the fortunate few who is able to pay cash for a property – to secure your financing so you can close the deal. This means finalizing your mortgage terms, to include the down payment, interest rate, payment schedule and any other financial conditions associated with the closing.

That said, different buyers have different options, so it is difficult to generalize. If you were pre-approved by a specific lender you may want to take out a mortgage with them, in which case this aspect of the home purchase should be a straightforward matter of finalizing the loan details and signing the mortgage papers.

However, it is by no means that you take out a mortgage with the lender who pre-approved you. So you might want to shop around to see if you can find better options.



1 – Shopping For A Mortgage

In basic terms, purchasing a mortgage can be viewed as similar to purchasing a home. You look at different mortgage providers and products before deciding on one, just as you view multiple properties before concluding that you've found THE ONE.

In shopping for a mortgage there are two main sources: direct lenders and mortgage brokers. Direct lenders have the money and make the decisions, but they have a limited number of in-house products to offer. Mortgage brokers are intermediaries who can provide you with options from multiple lenders and can often save you money overall. Along these lines, your REALTOR® will probably have some beneficial connections.



2 – Choosing The Right Mortgage For You

Finding the right mortgage is a crucial step in purchasing a home given that the mortgage you select will impact upon your finances as long as you live in your home – and beyond. Generally speaking, lenders offer two main kinds of mortgage: **fixed-rate** and **variable-rate**.

A fixed-rate mortgage is one in which the interest rate remains the same throughout the life of the mortgage even if the bank's prime rate rises. The advantages of fixed rate mortgages – particularly if you lock in at a low rate – are that they protect you against the risk of rising

interest rates, and their stability can make it easier for you to plan and budget for your short and long-term expenses. Their downside is that they generally have higher rates than variable-rate mortgages. As well, by locking in you run the risk of being trapped at a relatively high rate if interest rates fall.

Another main consideration when getting a fixed-rate mortgage is the term. Shorter term mortgages like a 15-year have lower rates than a 25-year. The shorter term and lower rate mean that you'll pay both less principal and interest over the life of the loan, but your monthly payments will generally be higher.

A variable-rate mortgage – is one in which the interest rate is pegged to the bank's prime rate, so it fluctuates as the prime rate does. There are a few advantages to variable rate. It will generally be lower than a fixed rate, and so can either help you to qualify for a larger mortgage or enable you to make smaller payments than that of the same sized fixed-rate mortgage.

In addition, if the prime rates drop your payments will drop and you'll save even more money over a fixed rate. However, their downside is that if the prime rate rises, your payments will as well, and this risk of instability can make it more difficult for you to plan and budget for the future.



One other consideration when selecting a mortgage is whether it is **open** or **closed**.

An open mortgage allows flexibility of prepayment, thus enabling you to pay off part or all the balance owing without any interest penalty. **A closed mortgage** keeps payments unchanged

for the duration of the loan and provides stability, but penalizes you if you want to terminate the mortgage early. Each institution will have its own repayment policies. Most offer some prepayment option so you can make extra principal payments to pay off your mortgage faster.

Lastly, it is necessary to note the difference between **conventional** and **high-ratio** mortgages.

A conventional mortgage is a loan of up to 80% of the property's appraised value or purchase price – whichever is less. The remaining amount, or down payment, comes from the buyer's resources. **A high-ratio mortgage** is used for loans that exceed conventional mortgage limits of 80%. These mortgages are granted under the National Housing Act (NHA) and must, by law, be insured against default through the Canada Mortgage And Housing Corporation (CMHC) or Genworth Financial Canada.

With a CMHC or Genworth insured high-ratio mortgage, the borrower pays the insurance premium, which depends on the total mortgage amount. Typically, the premium is added to the mortgage principal. With a high-ratio mortgage, you can buy a home with as little as a 5% down payment.



Completing The Transaction

If you and the seller both efficiently take care of your contractual obligations, the process of completing the transaction or 'closing' – not to mention your experience of taking ownership of the home – will be a positive joy with no surprises.

1 – Fulfilling Contingencies And Special Conditions

As noted in **Making An Offer And Successfully Negotiating The Deal**, a pending sales agreement always includes contingencies and special conditions which must be fulfilled by the buyer and seller by the closing date. Typical contingencies and special conditions include:

- Your securing of mortgage financing.
- A Title Search – an historical review of all legal documents which relate to ownership of the property to ensure that there are no claims against the title. The purchase of Title Insurance in case the records include errors or the review process includes mistakes.
- A professional appraisal of the home, sometimes requested by the buyer's lender in order to ensure that the home's actual value justifies the loan amount.
- An independent inspection of the home's structural and functional condition by a professional home inspector of your choice.
- A final walk-through – as the buyer, you're given the chance to look at the home in order to make sure that it's in the same condition as when the sale agreement was signed.
- Any additional contractual promises which you and the seller have made to one another.



It's important to review the sales agreement with your REALTOR® so you understand your obligations. Any mistakes at this point can be very costly. Your REALTOR® will remind you of these obligations, help arrange for their fulfillment, and prepare you for the closing generally.

2 – Closing The Deal: Making Sure Everything's Signed, Sealed & Delivered

Generally, a third-party professional – usually a lawyer – reviews the sales agreement and does the following:

- Determines the total amount due from the buyer and collects the check.
- Calculates the adjustments (e.g. seller prepayment of taxes, utilities, etc.) and ensures that they're factored into transaction.
- Assures that the transaction costs (closing costs, legal fees, title search, transfer taxes, etc.) are paid.
- Determines the seller's payments, credits and adjusted net proceeds.
- Witnesses the seller's signing away of the property title and all other documentation associated with the transaction.
- Collects the keys and any other necessary items from the seller.
- Provides the seller with the net proceeds as well as copies of the documentation pertaining to the sale.
- Ensures that the buyer's title is properly recorded in the local records office along with any mortgage liens.



And that's it! In most cases, your Possession Date will fall within a couple days of the Closing Date, at which point you'll be able to move into – and begin enjoying – your new digs.

Real Estate Closing Costs For Buyers

Here is a summary of the approximate closing costs you will incur when buying a home. It is intended as a general guideline. Your actual closing costs may vary.

Bank Appraisal Fee – Usually about \$200.00 + HST but the bank may absorb that cost depending on your negotiations.

HST – Typically, a resale home is exempt from HST unless it has been “extensively renovated.” HST is payable on the fees paid to real estate agents, mortgage brokers, appraisers, lawyers fees, etc. A new home is not exempt from HST even if the home is in an individual’s name but may be rebated in part if it will be your principal residence. HST may be paid by either the builder or the buyer, depending on what is negotiated at the time of purchase.

Home Inspection – \$350-\$500 plus HST. Not mandatory, but recommended!

Homeowners Insurance – Varies

Legal Fees And Expenses – Varies but usually \$900 to \$1300 for legal fees and disbursements.

Land Transfer Tax – This is a provincial tax levied when title to land is transferred. It is payable by the Purchaser upon the registration of every transfer of land (i.e. on closing day), The calculation of this tax on a single family home in Ontario is as follows, where the first column is the purchase price and the second is the variable applied to the purchase price:

➤ 0 – 55,000	.005 x Purchase Price
➤ 55,001 – 250,000	(.01 x Purchase Price) minus 275
➤ 250,001 – 400,000	(.015 x Purchase Price) minus 1,525
➤ 400,000 +	(.02 x Purchase Price) minus 3,525

Mortgage Application Fee – Find out whether or not your lending institution charges to process your mortgage application. In many cases, if you are dealing with a bank that you have other accounts with, they will waive the application fee.

Mortgage Insurance Premium – This premium is usually only applicable if you are putting less than 20% of the purchase price as a down payment on a residential home. You have the option of adding the premium to your mortgage and amortizing it over the term of your mortgage.

Moving Costs – Varies

Purchase Deposit – Usually submitted upon acceptance of an Offer to Purchase. The deposit is usually held in trust by the Listing Brokerage and it forms part of the down payment on the closing date. Typically ranges from \$1,000 to 5% of the purchase price

Septic Inspection Report – Approximately \$250.00

Service and Utility Connections – Depends on the service provider but, for example, COLLUS in Collingwood requires a \$200.00 deposit from new customers.

Status Certificate – \$100, but only applies to condominiums.

Survey – \$700 and up if necessary

Tax Adjustment – Depending on what the Seller has already paid for the year, there will be an adjustment based on the number of days you will own the house in that year.

Title Insurance – Title insurance is an insured statement of the condition of title or ownership of real property, at the time the policy is issued. Approximate cost \$200.00 to \$350.00 depending on the value of the house and the insurer you choose.

Considerations For First-Time Home Buyers

Buying your first home is a major step. There is a lot you need to know to make the right decisions – and also to avoid making the wrong ones.

Fortunately, if you know what you're doing, or if you work with an experienced REALTOR® who does, the Georgian Triangle offers fantastic opportunities to get a nice home in a nice area at a great price. And with the current low mortgage rates you may be able to lock in at a good rate.

1 – Owning Versus Renting

Without question, owning a home comes with responsibilities and risks that you don't have to worry about when you rent, such as a mortgage, taxes, ongoing maintenance and repairs, to name a few. However, financial advisers – not to mention homeowners themselves – say there are far more advantages to owning:



- In the long run, you'll lose money by renting instead of owning your own home. Why not build up equity in a home instead of paying your landlord's mortgage?
- Although there are periodic market drops, historically owning a home has been a prime financial investment
- Owning a home isn't just a good investment in financial terms, it's also an investment in a higher quality of life – particularly if you have a family or if you're planning one
- There is a special kind of pride in the ownership and upkeep of a home that you won't get with renting

At the end of the day, it just feels good to own your own home. You can decorate it any way you like, renovate or build additions, personalize your landscaping, and much more.

2 – You Might Financially Qualify To Own And Not Know It

There's only one way to find out whether or not you qualify to buy a home: go to your bank, or another lending institution, or a mortgage broker and allow them to do a credit check and analyze your financial situation generally.

You might be pleasantly surprised, because the pity is that there are many renters who financially qualify to own homes, but don't realize it. Are you in this category? It would be a shame if you wanted to own your own home, but didn't know that you could – particularly given the current market, the low mortgage rates, and the first-time buyer programs outlined below.

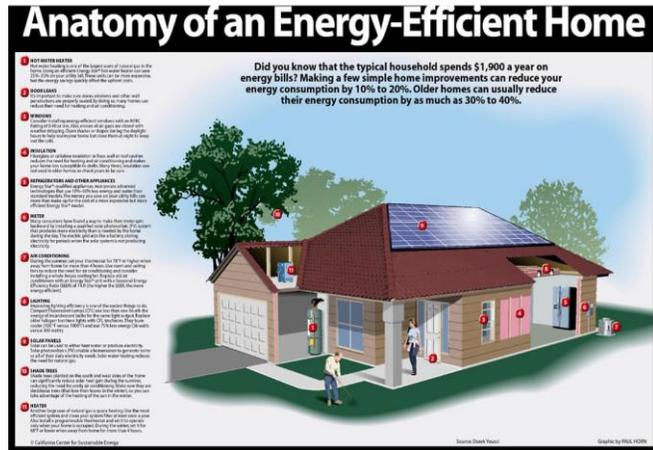


3 – Helpful Federal And Provincial Government Programs

You'll be happy to know that the governments of Canada and Ontario offer special programs designed to first-time home buyers. These include:

- 1. Canadian Mortgage And Home Corporation (CMHC) 5% Down Payments** – The CMHC provides mortgage insurance to first-time buyers even if they can only afford a 5% down payment. The property must be owner-occupied and worth less \$1,000,000. The insurance is only available for mortgages with amortization periods of 25 years or less.
- 2. Home Buyers' Plan (HBP)** – The Home Buyers' Plan lets you use up to \$50,000 from your RRSP towards buying a new home. You can withdraw the money without paying the normal taxes. However, you have to pay back this money within fifteen years. It is only available if you have not occupied an owned home for at least five years.

3. **First-Time Home Buyer's Credit** – This tax credit offsets closing costs. If you are buying your first house, you are eligible for a 15% credit on your closing costs. The maximum amount for the credit is \$750.
4. **HST New Housing Rebate** – The federal government offers an HST rebate of up to 36% to those who purchase a newly built or greatly renovated home. The rebate is meant to encourage people to build on and improve their properties. The provincial government offers an even more generous rebate, of up to 75% off the provincial part of the HST.
5. **Mortgage Loan Insurance Rebate For Energy-Efficient Homes** – To keep demands on the power grid to a minimum, the CMHC offers a rebate of up to 10% of mortgage insurance costs if a home meets certain standards for energy efficiency. You'll need to provide an EnerGuide assessment showing a score of 82 or higher. This tax credit applies to both previously- and newly-built homes.



6. **Land Transfer Tax Rebates** – The province, and some municipalities, levy a land transfer tax when you buy a new home. For first-time homeowners, the province can provide a rebate of up to \$2000. This is often enough to completely cancel out the taxes on smaller homes.

4 – The Bottom Line

If you're currently renting but want to own, this is a good time to buy in the Georgian Triangle. There are lots of great home values, and you may qualify to buy and not know it. Each of our offices includes many REALTORS® who've helped people buy their first home. And the good news is that all their work to help you buy won't cost you a penny: it's all paid for by the seller!



Purchasing Luxury And Heritage Homes

When buying a principal or recreational home in the Georgian Triangle's high-end home market it is particularly important you do so with a REALTOR® who has proven experience and extensive knowledge in this area.

And here, the point is that assessing the true quality and value of luxury and heritage homes requires a special set of skills and experience. This expertise includes a working knowledge of custom features, designs, fine craftsmanship and materials – i.e. masonry, flooring, cabinetry, finishings, fixtures, windows, automated security/lighting/sound systems, etc. – as well as land values, issues around septic systems and much more.



We're The Area's #1 Because We Provide Our Clients With VIP Service

One benefit of working with Locations North is that there are a number of REALTORS® in each of our five offices who have done many luxury and heritage home deals over the years. In addition, our REALTORS® have developed a working relationship with a variety of local and regional service providers who specialize in high-quality and customized home features. So if you are looking for a full-service, high-end home expert, you can count on us.

Along these lines, you'll be happy to know that **Locations North is the area's leader in premier property sales (see the graph on page 54)**. So if you decide to purchase a luxury or heritage home in the Georgian Triangle, we look forward to hearing from you.



Investing In Georgian Triangle Real Estate

Welcome to a wealth of possibilities!

Investing in real estate throughout the Georgian Triangle can be one way to increase your wealth and diversify your portfolio – as always, provided that you fully research your options and undertake such investing wisely, with conservative financing and a clear understanding of the tax implications.

As Ontario's premier, four-season playground – as well as a great place to live in its own right – the Georgian Triangle offers a wide variety of investment options that can potentially generate equity growth and rental income.



Each community – from Wasaga Beach, through Collingwood and The Blue Mountains, south to Creemore and the Grey Highlands, and back north to Meaford on the Bay – has its own mix of investment opportunities. Whether you are looking for residential, recreational, rural or commercial properties, this area has it all.

Locations North has many knowledgeable, experienced REALTORS® who for years (and in some cases, for decades!) have helped buyers purchase investment properties, and who know all the ins and outs. Please contact us anytime to find out more.

Home Buyers' Glossary

When buying a home it's important to understand the key concepts and terms. Throughout the buying process, each of our REALTORS® at Locations North will be happy to explain any unfamiliar terms you encounter. That said, here is a short list of terms for reference purposes:

Abstract Of Title – A complete historical summary of the public records relating to the legal ownership of a particular property from the time of the first transfer to the present.

Agreement of Sale – Also known as contract of purchase, purchase agreement, or sales agreement according to location or jurisdiction. A contract in which a seller and buyer agree to transact under certain terms spelled out in writing and signed by both parties.

Amortization – The process of reducing the principal debt through a schedule of fixed payments at regular intervals of time, with an interest rate specified in a loan document.

Appraisal – A professional appraiser's estimate of the market value of a property based on local market data and the recent sale prices of similar properties.

Assessed Value – The value placed on a home by municipal assessors for the purposes of determining property taxes.

Closing – The final steps in the transfer of property ownership. On the Closing Date, as specified by the sales agreement, the buyer inspects and signs all the documents relating to the transaction and the final disbursements are paid. Also referred to as the Settlement.

Closing Costs – The costs to complete a real estate transaction in addition to the price of the home, to include: points, taxes, title insurance, appraisal fees and legal fees.

Contingency – A clause in the purchase contract that describes certain conditions that must be met and agreed upon by both buyer and seller before the contract is binding.

Counter-offer – An offer, made in response to a previous offer, that rejects all or part of it while enabling negotiations to continue towards a mutually-acceptable sales contract.

Debt-to-Income Ratio – A ratio that measures total debt burden. It is calculated by dividing gross monthly debt repayments, including mortgages, by gross monthly income.

Down Payment – The money paid by the buyer to the lender at the time of the closing. The amount is the difference between the sales price and the mortgage loan. Requirements vary by loan type. Smaller down payments, less than 20%, usually requires mortgage insurance.

Earnest Money – A deposit given by the buyer to bind a purchase offer and which is held in escrow. If the property sale is closed, the deposit is applied to the purchase price. If the buyer does not fulfill all contract obligations, the deposit may be forfeited.

Equity – The value of the property, less the loan balance and any outstanding liens or other debts against the property.

Easements – Legal right of access to use of a property by individuals or groups for specific purposes. Easements may affect property values and are sometimes part of the deed.

Escrow – Funds held by a neutral third party (the escrow agent) until certain conditions of a contract are met and the funds can be paid out. Escrow accounts are also used by loan servicers to pay property taxes and homeowner's insurance.

Fixed-Rate Mortgage – A type of mortgage loan in which the interest rate does not change during the entire term of the loan.

Home Inspection – Professional inspection of a home, paid for by the buyer, to evaluate the quality and safety of its plumbing, heating, wiring, appliances, roof, foundation, etc.

Homeowner's Insurance – A policy that protects you and the lender from fire or flood, a liability such as visitor injury, or damage to your personal property.

Lien – A claim or charge on property for payment of a debt. With a mortgage, the lender has the right to take the title to your property if you don't make the mortgage payments.

Market Value – The amount a willing buyer would pay a willing seller for a home. An appraised value is an estimate of the current fair market value.

Mortgage Insurance – Purchased by the buyer to protect the lender in the event of default (typically for loans with less than 20% down. Available through a government agency or through private mortgage insurers (PMI).

Possession Date – The date, as specified by the sales agreement, that the buyer can move into the property. Generally, the it occurs within a couple days of the Closing Date.

Pre-Approval Letter – A letter from a mortgage lender indicating that a buyer qualifies for a mortgage of a specific amount. It also shows a home seller that you're a serious buyer.

Principal – The amount of money borrowed from a lender to buy a home, or the amount of the loan that has not yet been repaid. Does not include the interest paid to borrow.

Purchase Offer – A detailed, written document which makes an offer to purchase a property, and which may be amended several times in the process of negotiations. When signed by all parties involved in the sale, the purchase offer becomes a legally-binding sales agreement.

Title – The right to, and the ownership of, property. A Title or Deed is sometimes used as proof of ownership of land. Clear title refers to a title that has no legal defects.

Title Insurance – Insurance policy that that guarantees the accuracy of the title search and protects lenders and homeowners against legal problems with the title.

Title Search – A historical review of all legal documents relating to ownership of a property to determine if there have been any flaws in prior transfers of ownership or if there are any claims or encumbrances on the title to the property.

Variable-Rate Mortgage – A type of mortgage loan in which the interest rate changes over time, relative to changes in the lender's prime interest rate.

Home Search Worksheet – 1

Price range: _____

Lot size: _____

Community: _____

Square footage: _____

Areas: _____

Number of bedrooms: _____

Detached/Attached: _____

Number of Bathrooms: _____

House style(s): _____

Garage: _____

Specific features

(e.g., waterfront, view, large lot, pool, fireplace, basement, garage size, built-in vacuum, distance to school, additional room preferences, etc.):

Additional comments

Home Search Worksheet – 2

Price range: _____

Lot size: _____

Community: _____

Square footage: _____

Areas: _____

Number of bedrooms: _____

Detached/Attached: _____

Number of Bathrooms: _____

House style(s): _____

Garage: _____

Specific features

(e.g., waterfront, view, large lot, pool, fireplace, basement, garage size, built-in vacuum, distance to school, additional room preferences, etc.):

Additional comments

Home Viewing Notes – 1

Address: _____

Lot size: _____

Area: _____

Square footage: _____

Price: _____

Number of bedrooms: _____

Detached/Attached: _____

Number of Bathrooms: _____

House style(s): _____

Garage: _____

Specific features

(e.g., waterfront, view, large lot, pool, fireplace, basement, garage size, built-in vacuum, distance to school, additional room preferences, etc.):

Notes

Home Viewing Notes – 2

Address: _____

Lot size: _____

Area: _____

Square footage: _____

Price: _____

Number of bedrooms: _____

Detached/Attached: _____

Number of Bathrooms: _____

House style(s): _____

Garage: _____

Specific features

(e.g., waterfront, view, large lot, pool, fireplace, basement, garage size, built-in vacuum, distance to school, additional room preferences, etc.):

Notes

Home Viewing Notes – 3

Address: _____

Lot size: _____

Area: _____

Square footage: _____

Price: _____

Number of bedrooms: _____

Detached/Attached: _____

Number of Bathrooms: _____

House style(s): _____

Garage: _____

Specific features

(e.g., waterfront, view, large lot, pool, fireplace, basement, garage size, built-in vacuum, distance to school, additional room preferences, etc.):

Notes

Home Viewing Notes – 4

Address: _____

Lot size: _____

Area: _____

Square footage: _____

Price: _____

Number of bedrooms: _____

Detached/Attached: _____

Number of Bathrooms: _____

House style(s): _____

Garage: _____

Specific features

(e.g., waterfront, view, large lot, pool, fireplace, basement, garage size, built-in vacuum, distance to school, additional room preferences, etc.):

Notes

Home Viewing Notes – 5

Address: _____

Lot size: _____

Area: _____

Square footage: _____

Price: _____

Number of bedrooms: _____

Detached/Attached: _____

Number of Bathrooms: _____

House style(s): _____

Garage: _____

Specific features

(e.g., waterfront, view, large lot, pool, fireplace, basement, garage size, built-in vacuum, distance to school, additional room preferences, etc.):

Notes

Home Viewing Notes – 6

Address: _____

Lot size: _____

Area: _____

Square footage: _____

Price: _____

Number of bedrooms: _____

Detached/Attached: _____

Number of Bathrooms: _____

House style(s): _____

Garage: _____

Specific features

(e.g., waterfront, view, large lot, pool, fireplace, basement, garage size, built-in vacuum, distance to school, additional room preferences, etc.):

Notes

Home Viewing Notes – 7

Address: _____

Lot size: _____

Area: _____

Square footage: _____

Price: _____

Number of bedrooms: _____

Detached/Attached: _____

Number of Bathrooms: _____

House style(s): _____

Garage: _____

Specific features

(e.g., waterfront, view, large lot, pool, fireplace, basement, garage size, built-in vacuum, distance to school, additional room preferences, etc.):

Notes

Home Viewing Notes – 8

Address: _____

Lot size: _____

Area: _____

Square footage: _____

Price: _____

Number of bedrooms: _____

Detached/Attached: _____

Number of Bathrooms: _____

House style(s): _____

Garage: _____

Specific features

(e.g., waterfront, view, large lot, pool, fireplace, basement, garage size, built-in vacuum, distance to school, additional room preferences, etc.):

Notes



Home Viewing Notes – 9

Address: _____

Lot size: _____

Area: _____

Square footage: _____

Price: _____

Number of bedrooms: _____

Detached/Attached: _____

Number of Bathrooms: _____

House style(s): _____

Garage: _____

Specific features

(e.g., waterfront, view, large lot, pool, fireplace, basement, garage size, built-in vacuum, distance to school, additional room preferences, etc.):

Notes

Home Viewing Notes – 10

Address: _____

Lot size: _____

Area: _____

Square footage: _____

Price: _____

Number of bedrooms: _____

Detached/Attached: _____

Number of Bathrooms: _____

House style(s): _____

Garage: _____

Specific features

(e.g., waterfront, view, large lot, pool, fireplace, basement, garage size, built-in vacuum, distance to school, additional room preferences, etc.):

Notes

Home Viewing Notes – 11

Address: _____

Lot size: _____

Area: _____

Square footage: _____

Price: _____

Number of bedrooms: _____

Detached/Attached: _____

Number of Bathrooms: _____

House style(s): _____

Garage: _____

Specific features

(e.g., waterfront, view, large lot, pool, fireplace, basement, garage size, built-in vacuum, distance to school, additional room preferences, etc.):

Notes

Home Viewing Notes – 12

Address: _____

Lot size: _____

Area: _____

Square footage: _____

Price: _____

Number of bedrooms: _____

Detached/Attached: _____

Number of Bathrooms: _____

House style(s): _____

Garage: _____

Specific features

(e.g., waterfront, view, large lot, pool, fireplace, basement, garage size, built-in vacuum, distance to school, additional room preferences, etc.):

Notes

Buyer Representation Agreements: Understanding The Fine Print

Note: The following – which is intended to clarify the relationship between you and the real estate professional who represents you when you purchase a property – is quoted directly from the Real Estate Council Of Ontario (RECO) website. RECO is the administrative body which governs the practice of real estate in Ontario.

When you are buying your home, a real estate broker or salesperson may ask you to sign a representation agreement. A representation agreement defines the nature of the relationship between you and the brokerage, including the broker or salesperson.

Representation agreements can be written, oral or implied. However, your salesperson or broker or is required by law to reduce the agreement to writing and provide it to you for your signature. The agreement should be in writing in order to protect the interest of all parties.

Before You Sign

Your broker or salesperson wants to provide you with the best service he or she can. To make the most of this relationship, it's important to clarify your needs and expectations. To avoid misunderstandings later on, it's important not to make any assumptions. You should also take time to ask what the broker or salesperson expects from you and what your obligations are. Discuss all of the services that will be provided. Take the time to clarify the fees and costs related to these services and make sure the written agreement is clear.

Don't Sign It If You Don't Understand It

Never sign an agreement unless you are sure you know what it means, how long it will be in effect and what the different clauses mean. It's one of the most important steps you can take to protect yourself. Take the time to read it thoroughly. Ask questions. Your salesperson or

broker can't provide legal advice, but they are familiar with these agreements and should be able to answer your questions and explain what the clauses mean and what effect they will have. Feel free to seek legal advice at any time.

If you choose not to sign an agreement, the brokerage is still responsible for outlining the services that will be provided to you by the brokerage.

What If I Don't Sign?

The Code of Ethics clearly states that loyalty ultimately rests with the client and that a broker or salesperson must protect and promote the client's best interests. However, the Code also requires that a broker or salesperson deal fairly, honestly and with integrity and provide conscientious service to all clients and customers. You can decide to be a customer, rather than a client, but should be aware that the obligations of the brokerage will differ.

Multiple Representation

Multiple representation means that a brokerage is representing both the seller(s) and buyer(s) of a property. There are no standard terms of services under multiple representation so you need to refer to your representation agreement before any offer is submitted. RECO can't provide a legal interpretation of your contract. However, multiple representation must be consented to in writing. When such a situation arises, ask questions and make sure you are comfortable with how it may affect the services provided to you.

DISCLAIMER:

The Ontario Real Estate Association ("OREA") owns certain standardized forms that are commonly used in Ontario real estate transactions ("OREA Standard Forms"), and a set of standard clauses ("Clauses") for use with these forms.

In an effort to assist its members, OREA has prepared a set of annotated OREA Standard Forms (the "Annotated Forms") providing explanations of a general nature with respect to certain provisions contained therein. These Annotated Forms are provided for personal educational purposes only and are not for commercial use. While great care and consideration is taken in researching and creating these Annotated Forms, the explanations contained therein are for informational purposes only and are not to be relied upon or construed as real estate, legal, accounting or other professional advice or a substitute thereof. The explanations are meant only to be a general simple overview and are not meant to replace the full text and legal ramification of each Form and any provision, paragraph or section therein.

Members are urged to seek legal advice on specific issues affecting them. These Annotated Forms are for members' personal educational use only and not for re-use or distribution to any third party. OREA makes no representations or warranties with respect to the accuracy of the information contained in these Annotated Forms.

© Ontario Real Estate Association 2015. All rights reserved.

These Annotated Forms were developed by OREA for its members and other licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA.

PROCEED TO NEXT PAGE...



Buyer Representation Agreement Authority for Purchase or Lease

Form 300 for use in the Province of Ontario

GENERAL USE: This Form is a contract between a Buyer and a real estate company that gives the real estate company permission to act on the Buyer's behalf in the purchase of a property. Assuming the Buyer is a Client of the real estate company, the Real Estate Council of Ontario (Ontario's governing body) REBBA Code of Ethics requires that Salespeople have a written Buyer Representation Agreement presented for signature prior to an offer being presented on behalf of the Buyer.

TOP SECTION OF THE AGREEMENT: The section at the top identifies the parties involved in the Agreement and sets the time frame for which the contract is valid. The REBBA Code of Ethics requires the Buyer's initials on this Form if the Agreement is to extend beyond six months.

This is an Exclusive Buyer Representation Agreement

BETWEEN:

BROKERAGE:....., Tel.No. (.....).....

ADDRESS:.....

..... Fax.No. (.....).....

hereinafter referred to as the Brokerage.

AND:

BUYER(S):....., hereinafter referred to as the Buyer,

ADDRESS:.....
Street Number Street Name

MUNICIPALITY:..... **POSTAL CODE:**.....

The Buyer hereby gives the Brokerage the **exclusive and irrevocable authority** to act as the Buyer's agent

commencing at..... a.m./p.m. on the..... day of....., 20.....,

and expiring at 11:59 p.m. on the..... day of....., 20..... [Expiry Date],

{ Buyer acknowledges that the time period for this Agreement is negotiable between the Buyer and the Brokerage, however, in accordance with the Real Estate and Business Brokers Act of Ontario (2002), **if the time period for this Agreement exceeds six months, the Brokerage must obtain the Buyer's initials.** }

○
[Buyer's Initials]

for the purpose of locating a real property meeting the following general description:

Property Type (Use):.....

GEOGRAPHIC LOCATION: *This is the area within which the Buyer and real estate company agree that the Buyer is interested in buying or leasing a property.*

Geographic Location:.....

WARRANTY: *The Buyer is warranting that the Buyer has not entered into any buyer representation agreement with another real estate brokerage.*

The Buyer hereby warrants that the Buyer is not a party to a buyer representation agreement with any other registered real estate brokerage for the purchase or lease of a real property of the general description indicated above.

INITIALS OF BROKERAGE:

○

INITIALS OF BUYER(S):

○

1. **DEFINITIONS AND INTERPRETATIONS:** This section of the form defines the terms that follow in the document, including Seller, Buyer, purchase, etc.

1. **DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Buyer Representation Agreement ("Authority" or "Agreement"), "Buyer" includes purchaser and tenant, a "seller" includes a vendor, a landlord or a prospective seller, vendor or landlord and a "real estate board" includes a real estate association. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, and a lease includes any rental agreement, sub-lease or renewal of a lease. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, Buyer shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the property.

2. **COMMISSION:** This section of the Agreement sets the structure for the commission to be paid to the real estate company. It states that the Buyer agrees to pay a commission to the real estate company the detail of which is set out in this section. The real estate company is entitled to commission when the Buyer enters into an agreement to buy or lease property. The Buyer agrees the commission may come from a listing brokerage or by the the seller. If it turns out that there isn't enough the Buyer will make up the difference.

2. **COMMISSION:** In consideration of the Brokerage undertaking to assist the Buyer, the Buyer agrees to pay commission to the Brokerage as follows: If, during the currency of this Agreement, the Buyer enters into an agreement to purchase or lease a real property of the general description indicated above, the Buyer agrees the Brokerage is entitled to receive and retain any commission offered by a listing brokerage or by the seller. The Buyer understands that the amount of commission offered by a listing brokerage or by the seller may be greater or less than the commission stated below. The Buyer understands that the Brokerage will inform the Buyer of the amount of commission to be paid to the Brokerage by the listing brokerage or the seller at the earliest practical opportunity. The Buyer acknowledges that the payment of any commission by the listing brokerage or the seller will not make the Brokerage either the agent or sub-agent of the listing brokerage or the seller.

If, during the currency of this Agreement, the Buyer enters into an agreement to purchase any property of the general description indicated above, the Buyer agrees that the Brokerage is entitled to be paid a commission of.....% of the sale price of the property

or

or for a lease, a commission of

The Buyer agrees to pay directly to the Brokerage any deficiency between this amount and the amount, if any, to be paid to the Brokerage by a listing brokerage or by the seller. The Buyer understands that if the Brokerage is not to be paid any commission by a listing brokerage or by the seller, the Buyer will pay the Brokerage the full amount of commission indicated above.

The Buyer agrees to pay the Brokerage such commission if the Buyer enters into an agreement withindays after the expiration of this Agreement (**Holdover Period**) to purchase or lease any real property shown or introduced to the Buyer from any source whatsoever during the term of this Agreement, provided, however, that if the Buyer enters into a new buyer representation agreement with another registered real estate brokerage after the expiration of this Agreement, the Buyer's liability to pay commission to the Brokerage shall be reduced by the amount paid to the other brokerage under the new agreement.

The Buyer agrees to pay such commission as described above even if a transaction contemplated by an agreement to purchase or lease agreed to or accepted by the Buyer or anyone on the Buyer's behalf is not completed, if such non-completion is owing or attributable to the Buyers default or neglect. Said commission, plus any applicable taxes, shall be payable on the date set for completion of the purchase of the property or, in the case of a lease or tenancy, the earlier of the date of occupancy by the tenant or the date set for commencement of the lease or tenancy. All amounts set out as commission are to be paid plus applicable taxes on such commission.

This Agreement applies for the purchase or lease of one real property. Notwithstanding the foregoing, in the event that the Buyer leases a property, this agreement remains in force as set out herein for the purchase of the leased property or a property of the general description indicated above. The leasing of a property by the Buyer does not terminate this Agreement with respect to the purchase of a property.

3. **REPRESENTATION:** This paragraph confirms that the real estate company and the salesperson have explained the different types of agency and other relationships that may occur in a real estate transaction.

3. **REPRESENTATION:** The Buyer acknowledges that the Brokerage has provided the Buyer with written information explaining agency relationships, including information on Seller Representation, Sub-Agency, Buyer Representation, Multiple Representation and Customer Service. The Brokerage shall assist the Buyer in locating a real property of the general description indicated above and shall represent the Buyer in an endeavour to procure the acceptance of an agreement to purchase or lease such a property.

The Buyer acknowledges that the Buyer may not be shown or offered all properties that may be of interest to the Buyer. The Buyer hereby agrees that the terms of any buyer's offer or agreement to purchase or lease the property will not be disclosed to any other buyer. The Buyer further acknowledges that the Brokerage may be entering into buyer representation agreements with other buyers who may be interested in the same or similar properties that the Buyer may be interested in buying or leasing and the Buyer hereby consents to the Brokerage entering into buyer representation agreements with other buyers who may be interested in the same or similar properties without any claim by the Buyer of conflict of interest. The Buyer hereby appoints the Brokerage as agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase or lease a property negotiated by the Brokerage.

MULTIPLE REPRESENTATION: The Buyer hereby acknowledges that the Brokerage may be entering into listing agreements with sellers of properties the Buyer may be interested in buying or leasing. In the event that the Brokerage has entered into or enters into a listing agreement with the seller of a property the Buyer may be interested in buying or leasing, the Brokerage will obtain the Buyer's written consent to represent both the Buyer and the seller for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase or lease being submitted or presented.

The Buyer understands and acknowledges that the Brokerage must be impartial when representing both the Buyer and the seller and equally protect the interests of the Buyer and the seller in the transaction. The Buyer understands and acknowledges that when representing both the Buyer and the seller, the Brokerage shall have a duty of full disclosure to both the Buyer and the seller, including a requirement to disclose all factual information about the property known to the Brokerage.

However, The Buyer further understands and acknowledges that the Brokerage shall not disclose:

- that the seller may or will accept less than the listed price, unless otherwise instructed in writing by the seller;
- that the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- the motivation of or personal information about the Buyer or seller, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the Buyer should offer or the price the seller should accept; and
- the Brokerage shall not disclose to the Buyer the terms of any other offer.

INITIALS OF BROKERAGE:

INITIALS OF BUYER(S):

However, it is understood that factual market information about comparable properties and information known to the Brokerage concerning potential uses for the property will be disclosed to both Buyer and seller to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Buyer understands and agrees that the Brokerage also provides representation and customer service to other buyers and sellers. If the Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Brokerage's relationship to each seller and buyer.

4. **REFERRAL OF PROPERTIES:** *The Buyer is committing to work with the Brokerage and agrees to communicate to the Brokerage any interest in any property that comes to the Buyer's attention. The Buyer will be responsible to pay commission to the Brokerage if the Buyer purchases a property during the term of the Buyer Representation Agreement or the holdover period.*
4. **REFERRAL OF PROPERTIES:** The Buyer agrees that during the currency of this Buyer Representation Agreement the Buyer will act in good faith and work exclusively with the Brokerage for the purchase or lease of a real property of the general description indicated above. The Buyer agrees that, during the currency of this Agreement, the Buyer shall advise the Brokerage immediately of any property of interest to the Buyer that came to the Buyer's attention from any source whatsoever, and all offers to purchase or lease submitted by the Buyer shall be submitted through the Brokerage to the seller. If the Buyer arranges a valid agreement to purchase or lease any property of the general description indicated above that came to the attention of the Buyer during the currency of this Agreement and the Buyer arranges said agreement during the currency of this Agreement or within the Holdover Period after expiration of this Agreement, the Buyer agrees to pay the Brokerage the amount of commission set out above in Paragraph 2 of this Agreement, payable within (5) days following the Brokerage's written demand therefor.
5. **INDEMNIFICATION:** *The Buyer acknowledges that the Salesperson and the Brokerage are not qualified to determine the physical condition of the property and the Buyer agrees that the Brokerage will not be liable for any defects.*
5. **INDEMNIFICATION:** The Brokerage and representatives of the Brokerage are trained in dealing in real estate but are not qualified in determining the physical condition of the land or any improvements thereon. The Buyer agrees that the Brokerage and representatives of the Brokerage will not be liable for any defects, whether latent or patent, to the land or improvements thereon. All information supplied by the seller or landlord or the listing brokerage may not have been verified and is not warranted by the Brokerage as being accurate and will be relied on by the Buyer at the Buyer's own risk. The Buyer acknowledges having been advised to make their own enquiries to confirm the condition of the property.
6. **FINDERS FEE:** *This clause provides consent in the event the Brokerage or salesperson receives a finder's fee or other reward as part of the transaction. This fee may come from a mortgage company. It should be noted that specific consent will be required when it actually happens.*
6. **FINDERS FEE:** The Buyer acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Buyer consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
7. **CONSUMER REPORTS:** *The Buyer acknowledges that credit checks and personal information may be referred to in the process of purchasing a property.*
7. **CONSUMER REPORTS:** **The Buyer is hereby notified that a Consumer Report containing credit and/or personal information may be referred to in connection with this Agreement and any subsequent transaction.**
8. **USE AND DISTRIBUTION OF INFORMATION:** *The following section gives Salespeople the right under the privacy legislation to use personal information provided to them by the Buyer in order to assist in making the transaction happen. It also assures the Buyer that this information will not be distributed to third parties (i.e. pool or moving companies).*
8. **USE AND DISTRIBUTION OF INFORMATION:** The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g. financial institutions, building inspectors, etc...); and such other use of the Buyer's information as is consistent with the services provided by the Brokerage in connection with the purchase or prospective purchase of the property.
The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes and for such other use of the information as the Brokerage and/or board deems appropriate in connection with the listing, marketing and selling of real estate, including conducting comparative market analyses.
The Buyer acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.
9. **CONFLICT OR DISCREPANCY:** *If something is added to the Agreement (usually in a Schedule) then the provision(s) that were added override the text (preset) provisions in the form.*
9. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any provisions added to this Agreement, shall constitute the entire Agreement between the Buyer and the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
10. **ELECTRONIC COMMUNICATION:** *This Agreement, if necessary, may be sent via electronic means and still be binding on all parties.*
10. **ELECTRONIC COMMUNICATION:** This Buyer Representation Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Buyer by electronic means shall be deemed to confirm the Buyer has retained a true copy of the Agreement.

INITIALS OF BROKERAGE:

○

INITIALS OF BUYER(S):

○

11. SCHEDULE(S): If additional terms or a specific form or document is added to the form then it is referred to here.

11. SCHEDULE(S): attached hereto form(s) part of this Agreement.

This section states that the company representing the Buyer will assist the Buyer in locating a property with a general description as indicated above and endeavor to obtain the acceptance of an Offer for the Buyer.

THE BROKERAGE AGREES TO REPRESENT THE BUYER IN LOCATING A REAL PROPERTY OF THE GENERAL DESCRIPTION INDICATED ABOVE IN AN ENDEAVOUR TO OBTAIN THE ACCEPTANCE OF AN AGREEMENT TO PURCHASE OR LEASE A PROPERTY ON TERMS SATISFACTORY TO THE BUYER.

The Salesperson signs this on behalf of the Brokerage.

(Authorized to bind the Brokerage) DATE (Name of Person Signing)

The Buyer acknowledges having read and understood the terms of the Buyer Representation Agreement.

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

(Signature of Buyer) (Seal) DATE (Tel. No.)

(Signature of Buyer) (Seal) DATE

The Declaration of Insurance is signed by the Salesperson stating that they carry insurance as required by the Real Estate and Business Brokers Act (REBBA).

DECLARATION OF INSURANCE

The broker/salesperson (Name of Broker/Salesperson)

hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.

(Signature(s) of Broker/Salesperson)

ACKNOWLEDGEMENT

The Buyer(s) hereby acknowledge that the Buyer(s) fully understand the terms of this Agreement and have received a true copy of this Agreement on the day of, 20

(Signature of Buyer) Date:

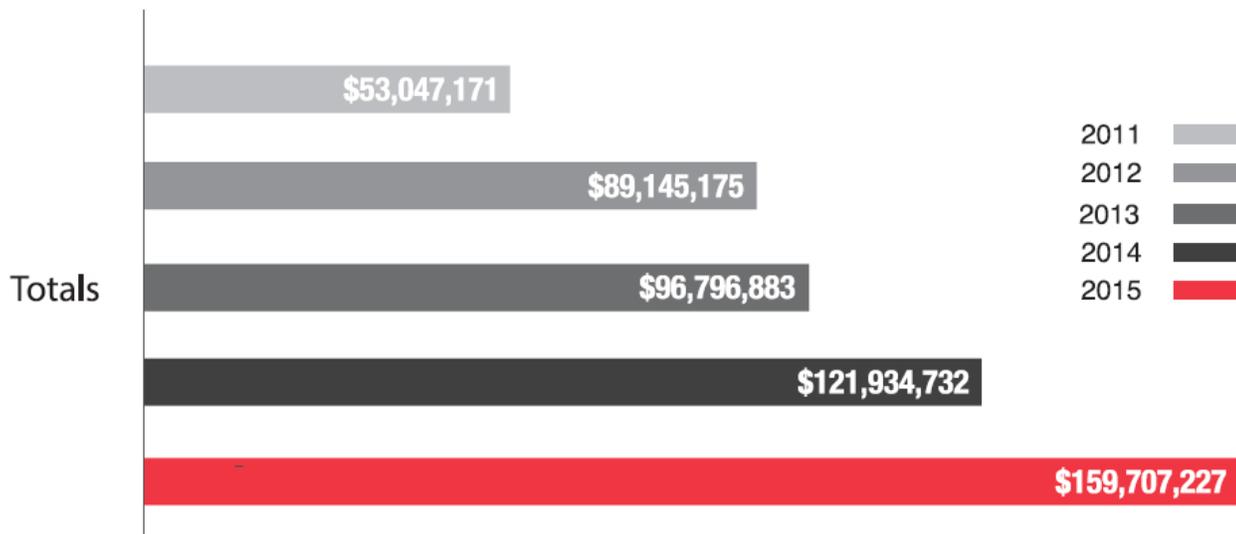
(Signature of Buyer) Date:

Royal LePage Locations North In 2015

2015 was **yet another record-breaking year** for Royal LePage Locations North. We:

- **Broke our own Georgian Triangle record for annual MLS sales – set in 2014 –** with just under **\$160,000,000** – up **31%** from 2014 and **more than tripling** our 2011 sales!
- Sold **47%** more real estate than our nearest competitor
- **Were #1 in each of our primary markets** – Collingwood, The Blue Mountains, Thornbury and Meaford (we only opened our Wasaga Beach office in June, 2015)

Locations North Sales Volume, 2011 - 2015



We couldn't have done all this without the trust that our clients have placed in us. **SO A BIG THANK-YOU to EVERYONE!** We look forward to serving you when you decide to buy or sell.

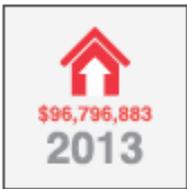
Locations North Sales Volume, By Office 2011 - 2015



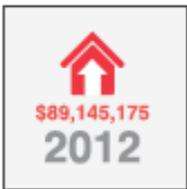
Collingwood	\$98,476,428
Thornbury	\$38,878,637
Meaford	\$16,399,887
Wasaga Beach	\$5,952,275



Collingwood	\$79,646,890
Thornbury	\$28,466,992
Meaford	\$13,820,850



Collingwood	\$57,836,608
Thornbury	\$26,813,125
Meaford	\$12,147,150



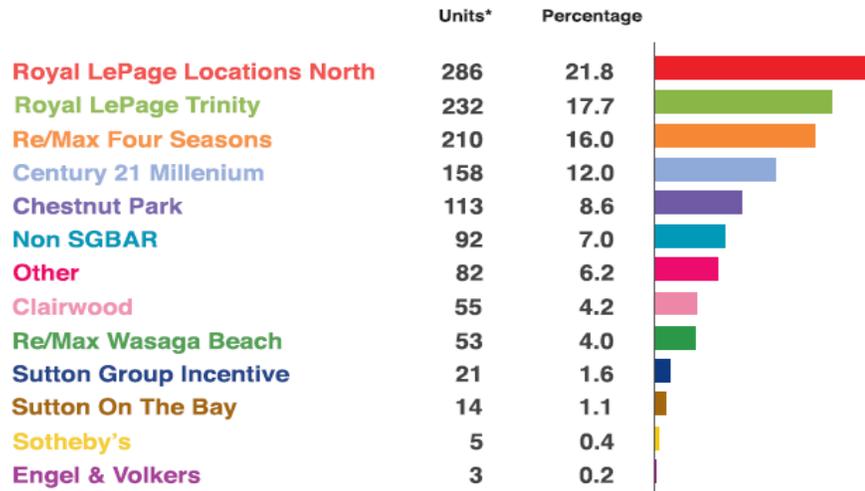
Collingwood	\$51,506,469
Thornbury	\$24,180,166
Meaford	\$13,458,540



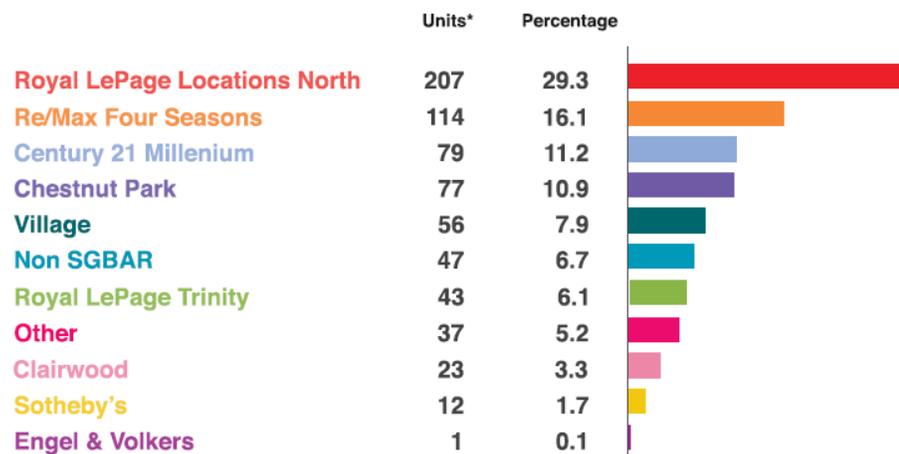
Collingwood	\$35,458,406
Thornbury	\$9,579,390
Meaford	\$8,009,375



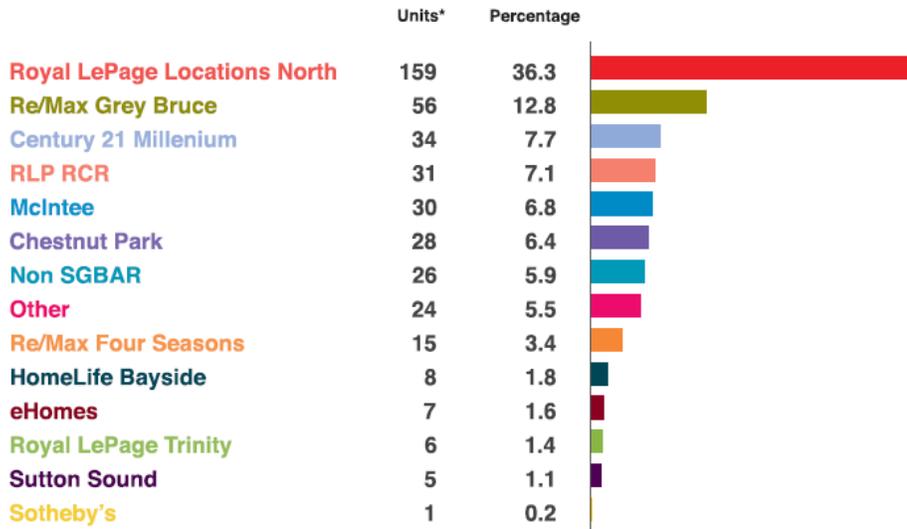
Collingwood Unit Sales, 2015



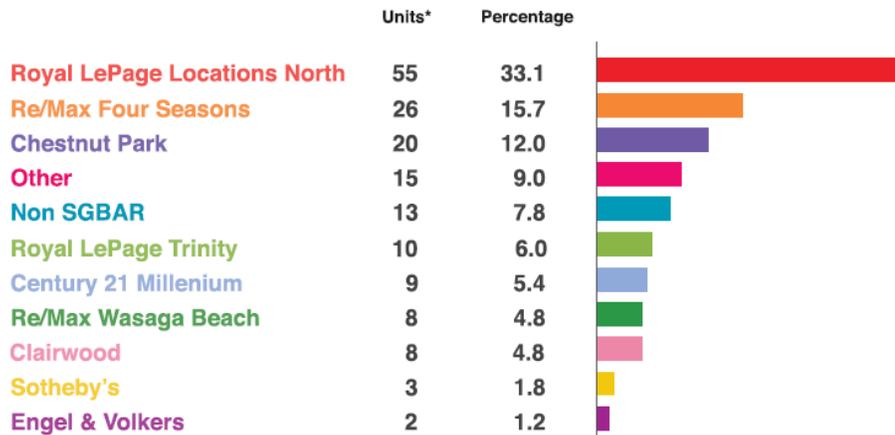
The Blue Mountains Unit Sales, 2015



Meaford Unit Sales, 2015



Georgian Triangle Luxury Homes Unit Sales, 2015



We Give YOU Options

At Locations North, we do everything we can to put **YOU** first – and that includes respecting your privacy by enabling you to choose your level of engagement.

[Please check out our video to see how we do it.](#)

Collingwood Office

330 First St.,
Collingwood ON
705-445-5520

Thornbury Office

27 Arthur St.,
Thornbury ON
519-599-2136

Meaford Office

96 Sykes St.
Meaford, ON
519-538-5755

Wasaga Beach Office

1288 Mosely St., Unit 7
Wasaga Beach, ON
705-445-5520

Creemore Office

143 Mill St.
Creemore, ON
705-881-9005

LOCATIONS **N**ORTH

BROKERAGE

