

**SCHEDULE "A"**

**BUYERS:** \_\_\_\_\_

**SELLER:** \_\_\_\_\_

**PROPERTY ADDRESS:** \_\_\_\_\_

**THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO AND SHALL FORM PART OF ANY AGREEMENT OF PURCHASE AND SALE TO WHICH THIS SCHEDULE IS ATTACHED.**

1. Where there is any conflict or discrepancy between the terms and conditions in this schedule, and the terms and conditions in the Agreement of Purchase and Sale attached, the terms and conditions in this schedule shall supersede and apply in place of such other conflicting terms and conditions.
2. Other than being required to provide a registerable Transfer of Land the Vendor shall not be required to produce, and the Purchaser shall not call for the production of, any other documents of any kind and without in any way restricting the generality of this, the Vendor shall not be obliged to provide a Survey, Real Property Report, Compliance Certificate or Condominium documentation.
3. The Purchaser shall not receive, from or on behalf of the Vendor, a Certificate of Exempt Supply of Real Property or any similar assurances with respect to the Goods and Tax relating to the property. Any Goods and Services Tax shall be paid by the Purchaser over and above the purchase price shown in the agreement of purchase and sale. The purchase price shown in the agreement of purchase and sale does not include any taxes payable. Should the Vendor fail to collect G.S.T. from the Purchaser, it shall not be construed by the Purchaser as a certificate by the Vendor that no G.S.T. is payable by the Purchaser and the Purchaser shall remain liable for any G.S.T. that may be payable with respect to this transaction.
4. The Purchaser acknowledges that no representations or warranties whatsoever have been made or are made or given by the Vendor or anyone on its behalf to the Purchaser. In particular but without limiting the generality of the foregoing, no representations or warranties are given or made as to:
  - (a) The condition of the property being conveyed to the Purchaser, or of any buildings or improvements that may be located thereon.
  - (b) The absence of environmental concerns relating to the property,
  - (c) The absence of health concerns or safety hazards relating to the property,
  - (d) The zoning of the property
  - (e) The suitability of the property for any purpose
  - (f) The absence of Urea Formaldehyde Foam Insulation in the property
  - (g) The location or compliance or any buildings situate on the property or otherwise
  - (h) Whether the property or any improvements thereon comply with any existing land use or zoning bylaws or regulations or municipal development agreements or plans or building codes or fire codes or regulations
  - (i) Whether any improvements on the property encroach onto neighbouring lands or over an easement or right of way
  - (j) Whether any improvements on any neighbouring lands encroach over the property
  - (k) The size or dimensions of the property or any improvements thereon
  - (l) Whether the property is contaminated with any hazardous substances
  - (m) If the property is a condominium, the adequacy of any reserve fund, the possibility of any special assessments that may be levied, the existence of any legal actions affecting the condominium corporation or anything relating to the common property.

The Purchaser acknowledges that the Purchaser has inspected the property and the property shall be conveyed to the Purchaser on a totally "as is/where is" basis. The Purchaser shall not call for compliance with or satisfaction of any work orders, deficiency notices or orders to comply. The Purchaser shall also assume without adjustment, and be solely responsible for, all local improvement charges, telephone private line charges, tax levies, gas liens, rural electrification liens, condominium special assessments or levies, if any, and any costs relating to clean up of the property if there are any hazardous substances thereon.

5. The Purchaser acknowledges that no chattels are being sold, transferred or conveyed hereunder. The Vendor does not transfer any interest in or title to any chattels and does not warrant title to the same. Further the Purchaser acknowledges that the Vendor is not responsible for the removal from the property of any chattels thereon.
6. If this is a sale by the Court of Queen's Bench, the offeror agrees that a copy of our offer may be included in evidence before the Court of Queen's Bench and that such evidence may be made known to all interested parties notwithstanding any statutory provision respecting privacy of information or rules adopted by RECA.

**DATED** at \_\_\_\_\_, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser