



# SELLER'S HANDBOOK

A HELPFUL GUIDE TO SELLING A HOME

YOUR REAL ESTATE EXPERT FOR THE REGION OF WATERLOO AND SURROUNDING AREAS

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## INTRO



Here at Simplicity Real Estate we offer the combined skill-set and expertise of 3 talented REALTORS® to ensure that every angle is covered in your real estate journey. Our mission is to make it simple and stress free for all of our clients! Going above and beyond to build lasting relationships and creating that unprecedented client experience is what we are about.

Combined we have SOLD more than \$200 Million of Real Estate. Our staged listings, sell well above market trend. With extensive Networking, sharp and effective negotiating skills, we have earned the respect of not only our colleagues but other Top Producers. We guarantee that your listing will be high profile ensuring the best outcome for you.

*How can we guarantee it?*

Our Real Estate Assistant handles all the administrative aspects of our business, so that we can dedicate 100% of our time and effort to you.

If you're Buying, it means finding your dream home and getting into it, affordably. On top of that, if you're like most of our satisfied clients, you also want everything to go by smoothly, with as little stress as possible.

*How can you ensure all that happens?*

By working with a team of Real Estate Agents that truly go above and beyond.

We're proud to be the Real Estate Team of choice for those who want a great experience buying or selling a home. Our "Client First" approach means that you'll be working with a Team of professionals who listen to you, provide expert advice, and work hard to build your trust and that lasting relationship.

## STAGING

As mentioned, we believe in going above and beyond! Sometimes that involves breaking a sweat and that's what separates us from the rest! Simplicity Real Estate is a Full Service real estate team. We own and operate our own Staging equipment so we can do more for our clients. We offer Staging to all our clients - FREE OF COST!! With an in-house Interior Decorator and a full inventory to play with, we can fully furnish a vacant home or swap out furniture and accessories. This will ensure the potential buyers walking through your home will see its full potential and that you get the Best Price for your home. An added bonus that is included with our Staging Service, is de-cluttering and storing these items during the sale process.

## SELLING PROCESS OUTLINED



- 1 ARE YOU BUYING OR SELLING?
- 2 RESEARCH THE MARKET AND REALTORS®
- 3 TALK TO YOUR MORTGAGE LENDER
- 4 HIRE YOUR REALTOR®
- 5 PREP YOUR PAPERWORK
- 6 HIRE THE REST OF YOUR TEAM
- 7 CALCULATE THE COSTS TO SELL
- 8 TIME TO MAKE SOME LISTS
- 9 DECLUTTER AND DEPERSONALIZE
- 10 GET A STORAGE LOCKER
- 11 FIND ACCOMMODATIONS FOR PETS AND KIDS
- 12 PAPERWORK
- 13 HOME PREP CONTINUED
- 14 SHOWING AND APPOINTMENTS
- 15 CONDITIONS
- 16 CONNECT WITH YOUR LAWYER AND MORTGAGE PROFESSIONAL
- 17 CLOSING



## OUR UNIQUE APPROACH TO MARKETING



**The first step in any big purchase is to do a little research.**

**Make sure to take the time to familiarize yourself with the Market and Realtors® in your area.**

It's no longer just about who you know and newspaper advertising. Today's buyers are finding their new home on-line and are always connected through social media. We know this, and we love it. Marketing your home to an engaged audience who want to see more and know more. Choose to work with a professional who knows how the game has changed. Our strategy goes way beyond a sign in the lawn. It isn't an exact science, but pretty darn close.

We believe that real estate can be done better. We bring a new experience to the real estate market with a no hassle, no pressure approach. Our emphasis is on education, ensuring our clients are well informed each and every step of the way.

Our goal is to make the entire process as seamless, stress-free, and comfortable as possible, taking many of the tasks off our client's shoulders through technology and our Simplicity Real Estate team support.

We have deployed some of the internet's most powerful tools to get your property in front of the right buyers. The same way travel companies seem to follow you every time you search for a trip to Hawaii, TrilliumWest has invested in building our Property Distribution System to pair buyers with the right properties. As they engage with your listing on our site, we can show them retargeting ads on additional sites to remind them to book a showing. This data backed approach keeps your property top of mind and cut through the thousands of other distractions.



### YOUR TAILORED MARKETING PLAN WILL INCLUDE:

- ✓ Full-colour feature sheets
- ✓ Professional photography
- ✓ Online dominance
- ✓ Realtor.ca
- ✓ TrilliumWest.com
- ✓ LeadingRe.com
- ✓ TW digital marketing platform
- ✓ Video tour
- ✓ I-guide/360 tour
- ✓ Showing time
- ✓ Communication + Market updates
- ✓ Staging consultation + staging
- ✓ Professional house cleaning
- ✓ Strategic open houses
- ✓ Dual board listing + Toronto Real Estate Board membership

## MORTGAGE BROKER VS. BANK



	MORTGAGE BROKER	BANK
<b>DESCRIPTION</b>	Mortgage specialist with access to offers from various lenders, earns a commission from the lender at no cost to you.	Banking service with multiple financial services, like credit cards, personal banking, mortgages, and loans.
<b>DIRECT LENDER</b>	No	Yes
<b>EXAMPLES</b>	The Mortgage Centre, Breezeful, True North Mortgage, CanWise	BMO, RBC, TD, Scotiabank, CIBC, Tangerine
<b>HOME LOAN OPTIONS</b>	Many different options and interest rates from various lenders to choose from.	Can only offer their own mortgage products.
<b>INTEREST RATES</b>	Will likely offer competitive rates by comparing offers from multiple lenders.	Won't necessarily offer competitive rates or discounts.
<b>HOW TO APPLY</b>	Online applications or over the phone with a trusted mortgage broker.	Fill out documents and apply in-person at the bank.
<b>PROS</b>	Save time by comparing lenders in one place, better discounts on interest rates, no added cost for the service.	Established banking relationship makes you feel more comfortable, consolidate banking services for a discount.
<b>CONS</b>	Brokers might not work with all lenders, no established relationship.	Time consuming to research options, not as much choice in lenders, need to negotiate.

**Talk to your Mortgage Professional. Some lenders may charge a penalty if you sell the home during the mortgage period. Most traditional lenders (Banks) allow you to apply the remaining mortgage balance to the mortgage of the new property (provided that your new home is purchased within 90 days).**

## 10 QUESTIONS TO ASK YOUR MORTGAGE PROFESSIONAL



A Mortgage Broker acts as an intermediary between you and mortgage lenders. They will shop around for you and negotiate on your behalf, saving you both money and time.

### 1. IS THERE A FEE FOR YOUR SERVICES?

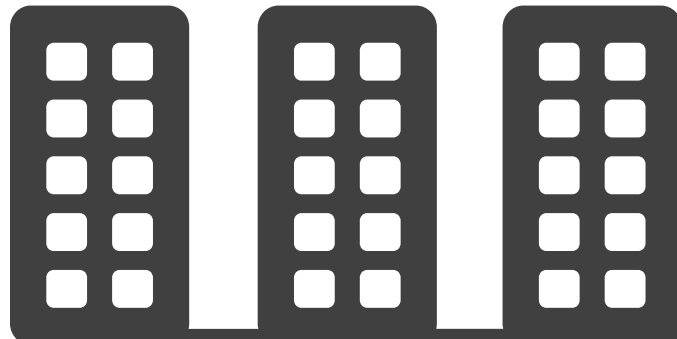
The services of a mortgage broker are completely free, most of the time. There may be appraisal and legal fees you may have to cover.

### 2. CAN I GET PRE-APPROVED FOR A MORTGAGE?

Before viewing properties, it's a good idea to get a pre-approval for a mortgage. A mortgage pre-approval let's you know the maximum you can afford to spend on a home. However, does not guarantee mortgage financing.

### 3. HOW DOES THE MORTGAGE APPROVAL PROCESS WORK?

Once there is an accepted offer, you'll work with your mortgage broker to decide on the lender and submit your mortgage application. After your mortgage application has been submitted, you will receive an initial approval within 2-3 business days. To secure your term and rate, you will need to complete paperwork. Your lender will then send legal instructions to your lawyer. At which point your lawyer will start the legal work that is required in the closing process.



By asking these questions, you can help make sure your Mortgage Professional matches you up with a mortgage product that's well suited for you for the years to come.

### 6. WHAT PAYMENT PRIVILEGES DOES THIS MORTGAGE OFFER?

Most have a goal to be mortgage free as quickly as possible, if that is you, then you'll want to find a lender that offers good pre-payment privileges. Most lenders let you increase your regular payments and make lump sum payments. Others let you double up on your payments and make lump sum payments. Some let you make lump sum payments at any point of the year, while others only let you make lump sum payments once a year. You can save yourself thousands over the life of your mortgage.

### 7. WHAT IS THE MORTGAGE PENALTY IF I BREAK MY MORTGAGE EARLY?

It's always a good idea to ask about mortgage penalties ahead of time to avoid any nasty surprises later. Variable rate mortgages tend to have the lowest mortgage penalties whereas, fixed rate mortgages tend to have costlier penalties.

### 8. WHAT CLOSING COSTS SHOULD I BUDGET FOR?

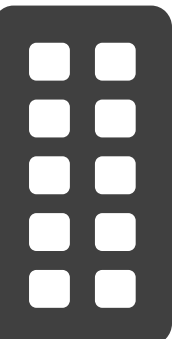
Closing costs, you'll want to consider are but not limited to; land transfer tax, real estate lawyer fees, home inspection, and appraisal. Then there are ongoing expenses of owning a home such as utilities, home insurance, repairs, and maintenance.

### 9. IS THIS A STANDARD OR COLLATERAL MORTGAGE?

It's not always obvious which type of mortgage you're signing up for, so be sure to ask your broker whether you're getting a collateral or conventional mortgage. Most lenders in Canada offer both. A standard charge mortgage makes it easier to shop around, usually, at no additional cost to you to switch lender at the end of your mortgage term. Collateral charge mortgage is ideal if you plan to set up a Home Equity Line of Credit (HELOV). A HELOV is a revolving credit, similar to a credit card, which is secured against your home's equity. However, having a collateral charge mortgage also makes it harder and more costly to transfer your mortgage to another lender.

### 10. ARE THERE ANY RESTRICTIONS ON REFINANCING THIS MORTGAGE?

Ask your Mortgage professional about any limitations of the mortgage before you sign up and be sure to read the fine print. Some mortgages come with lower rates in exchange for restrictions.





Once you've done a little research, spoken with your mortgage professional, now it's time to go out and interview REALTORS® until you find the one you trust.

It's important that you and your REALTOR® are on the same page and, going over your Selling plan is a great way to ensure that.

**WILL YOU BE SELLING OR BUYING FIRST?**

*Selling First?*

You will have to gather some paperwork to provide to your REALTOR®.

Here is a list of Paperwork you will need before you begin the Listing process; Utility Bills, Tax Bills, Details of any renovations or improvements, Rental Contracts, Warranties, Mortgage Details, Survey (if available), List of any ongoing issues with the home (or past issues you might need to disclose.)

Simplicity Real Estate offers a user friendly Property Walk-Through checklist to make sure that all angles are covered.

If you live in a Condominium you will need; the details about maintenance fees and what's included, read the minutes from the last AGM package and any correspondence you've received from the board.

Are they considering a special assessment?

Are there any pending lawsuits?

Planned maintenance or renovations?

**THE LISTING PLAN**

- ✓ Sign Paperwork
- ✓ Sign on the Lawn
- ✓ Lock box goes on
- ✓ Staging Day(s) 1-2days\*
- ✓ Photos (the day of or after staging)
- ✓ Live on the Market (24hrs after photos)



Take into consideration potential house prep costs such as: painting (interior & exterior), professional cleaning (would be buyers can be nosey), gardening, repairs, off-site storage locker, staging (from light priming and fluffing to full-on professional staging). It's easy to spend money on the wrong things and, it can be very frustrating to find out that \$10,000 upgrade to the kitchen only increased the value by \$4,000. This is why we recommend sitting with your REALTOR® to discuss your selling plan, and preparing your home for potential buyers.

You can also look into Pre-Listing home inspection; this is an opportunity to proactively fix any issues with the house before it hits the market or factor the cost of those issues into the asking price. The person with the most information almost always wins a negotiation. Transparency of a pre-listing home inspection gives Buyers confidence, which means more offers.

If you are listing a Condo, you will require a status certificate. The status certificate is a set of documents that describe the legal and financial health of the condo corporation.

You will also have to take into consideration the commission. The cheapest option when looking at commission, is For Sale By Owner (FSBO). With that said, you would have to have a good grasp of your home, marketing, negotiating, legal aspects of trading in Real Estate and insurance obligations. Many who take this route still end up hiring an agent after many months of trying on their own. Real Estate commission is split 4 ways, the listing agent, the listing brokerage, the buyer's agent and the buyers brokerage. Real Estate commission is negotiable. Talk to your REALTOR® about different rate options.

Legal Fees which will vary depending on the Law firm you choose and the price of your home.

There may also be additional costs, before closing your lawyer will give you a full breakdown of any outstanding property tax, utilities, or condo fees. The Seller is responsible for these costs, up until the date of closing.

They may include a consultation or minimal accessories in their fees but will not be able to provide the same expertise and inventory that Simplicity can given that our team is equipped with a certified professional.



## TIME TO BEGIN OUR HOME PREP

Once you've gathered your paperwork, it's time to make some lists.

With the guidance from your REALTOR®, it's easy to go overboard on this step, make some lists of little and big fixes you are planning to tackle.

Time to start decluttering and depersonalizing. We are able to stow some boxes and smaller furniture items in our storage lockers for you, free of cost.

It's important to make it easy for Buyers to envision themselves living in your home.

### WHY IS IT IMPORTANT TO PREP YOUR HOME FOR SALE?

- ✓ Consistent Maintenance ensures that the buyer will feel confident that the home has been taken care of.
- ✓ Less potential for buyer to be concerned about any hidden defects.
- ✓ Move-in ready.
- ✓ Portray full potential of the space and home
- ✓ Easier for the buyer to visualize themselves living in the space.

### HOME PREP LIST

- ✓ Ensure all light bulbs are working
- ✓ Clear off your kitchen counters
- ✓ Put away grooming products in the bathrooms
- ✓ Organize the basement and garage
- ✓ Hire a house cleaner (deep clean)
- ✓ Clean the soot, moss and grime from the walkways and decks
- ✓ Freshen up the paint from the wall inside to the door, railings, and front porch
- ✓ Make sure your front steps are in great condition
- ✓ Cut the grass, weed the garden, plant some flowers, invest in some planters
- ✓ Clean the outside of your BBQ and get a new cover for it
- ✓ Clean your patio furniture and invest in some new throw pillows



## FORM 100

**OREA** Ontario Real Estate Association

# Agreement of Purchase and Sale

## FORM 100

### Plain Language Forms

Leading REAL ESTATE COMPANIES IN THE WORLD  
**TRILLIUMWEST**

**REALTOR TIP: WHILE YOU ARE STARTING YOUR HOME PREP, THIS IS ALSO A GREAT TIME TO START LOOKING FOR ACCOMMODATIONS FOR PETS AND KIDS FOR WHEN YOUR HOME IS LISTED.**

### Plain Language Forms

### DISCLAIMER

The following Form explanations are for illustration purposes only to assist Buyers and Sellers in navigating the forms and are by no means a replacement for the full text and legal ramifications of each form. Everyone is encouraged to seek independent professional advice before signing any forms and not rely solely on the explanations contained herein.

Please be aware that each and every real estate transaction or proposed transaction is unique and that TrilliumWest Real Estate Brokerage does not warrant and is not liable or responsible in any way for the adequacy, sufficiency, applicability, accuracy or suitability of any of the explanations or provisions herein after set out.

# Agreement of Purchase and Sale

## FORM 100 FOR USE IN THE PROVINCE OF ONTARIO

### GENERAL USE

This document is used to detail the terms & conditions of the offer from the Buyer as well as any subsequent counter offers from Seller & Buyer until an agreement is made between the two parties.

### DEPOSIT

The Buyer includes a deposit in the offer to show sincerity and to make the agreement legally binding. The deposit is considered to be part of the purchase price and will be credited towards the down payment on closing.

*\*It should be noted that the deposit will be cashed upon receipt so funds need to be available.*

### 1. IRREVOCABILITY

This is the time frame for which the offer is good until. If the offer is not accepted within the allotted time period the offer is Null and Void and no longer binding.

*\*If the offer is signed back a new irrevocable will be opened up at that time*

### 2. COMPLETION DATE

This is the date that the property is scheduled to change hands and unless otherwise stated in the agreement; vacant possession is to be provided.

*\*The completion date cannot be on a weekend or Stat Holiday.*

### 3. NOTICES

This paragraph outlines the various forms of communication that are acceptable to deliver notice.

*\*If multiple representation, the notice must be delivered and acknowledged by the Buyer and Seller directly unless authority has been granted elsewhere in this agreement of purchase and sale for the sales representative to act for both parties.*

### 4. CHATELS INCLUDED

This section allows the Buyer and Seller to negotiate any items they wish to include in the agreement which are not affixed to the property. Not limited to but common examples are appliances, sheds, garage door remotes etc.

*\*The guide to follow is "when in doubt spell it out". Best practice is clear descriptions of the items so as to avoid confusion.*

### 5. FIXTURES EXCLUDED

This includes any items that are attached to the house that both the Seller and Buyer agree will be removed prior to completion. Not limited to but common examples are chandelier, bathroom mirrors, TV Brackets, Reverse Osmosis Water treatment, curtain and rods etc.

*\*Same guiding principle as in #3 chattels- it is always best to spell things out very clearly. Also keep in mind there may be holes, or damage during the process of removal.*

### 6. RENTAL ITEMS

This section deals with items that are currently rented on the property and not included in the purchase price. Typical examples are hot water heaters, water softeners, sometimes furnace & A/C.

*\*Note the items listed in this section must be assumed unless otherwise detailed in this agreement. It is strongly advised to review rental contracts prior to assuming them.*

### 7. HST

This section details how HST is to be handled if applicable. Most, however not all residential resale agreements are exempt of HST. Certain commercial and new build residential agreements may be subject to HST.

*\*HST can be handled in many different ways and we strongly recommend seeking independent advice from an accountant*

### 8. TITLE SEARCH

This sets out the time frame for the Buyers lawyer to do the necessary searches of title on the property to ensure the Buyer is receiving free and clear title.

*\*This date is typically 1-2 weeks prior to closing*

### 9. FUTURE USE

This section details that there is no guarantee as to the future use of the property except for the use provided in point #8 above.

*\*For example if this agreement states that the present use is a single family residence, there would be no guarantee that in the future the Buyer can operate a business*

### 10. TITLE

This section also ties into point #8 above. It provides that the Buyer is entitled to free and clear title but must accept title subject to any easements (telephone, gas, sewers etc), restrictive covenants and any municipal agreements, zoning bylaws or utility/service contracts must be assumed by the Buyer.

*\*Various issues related to title can be convoluted and it is advised to consult your lawyer*

### 11. CLOSING ARRANGEMENTS

We now live in a digital age and this section outlines how electronic closing will happen.

*\*In person signing of closing documents is the common method however situations can arise when parties are not able to sign in person, a notary may be required, speak with your lawyer on your options*

### 12. DOCUMENTS AND DISCHARGE

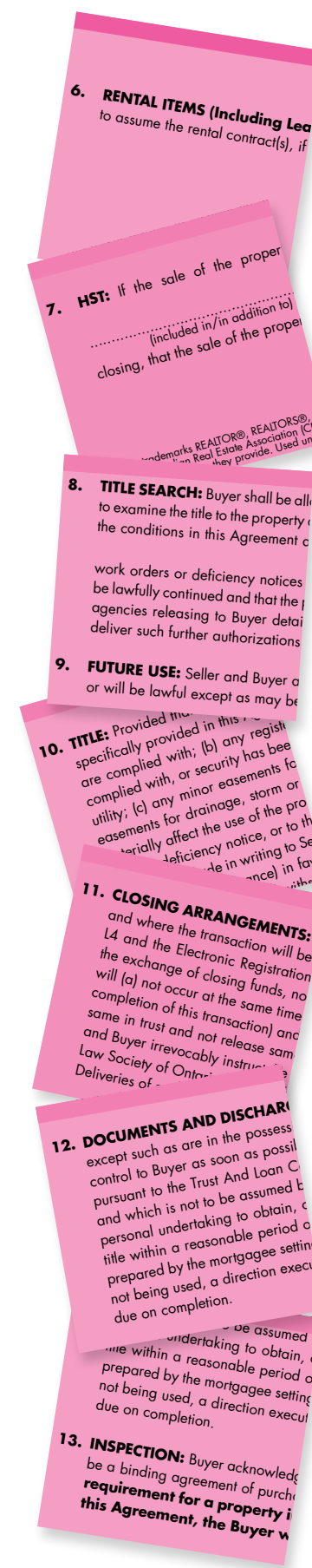
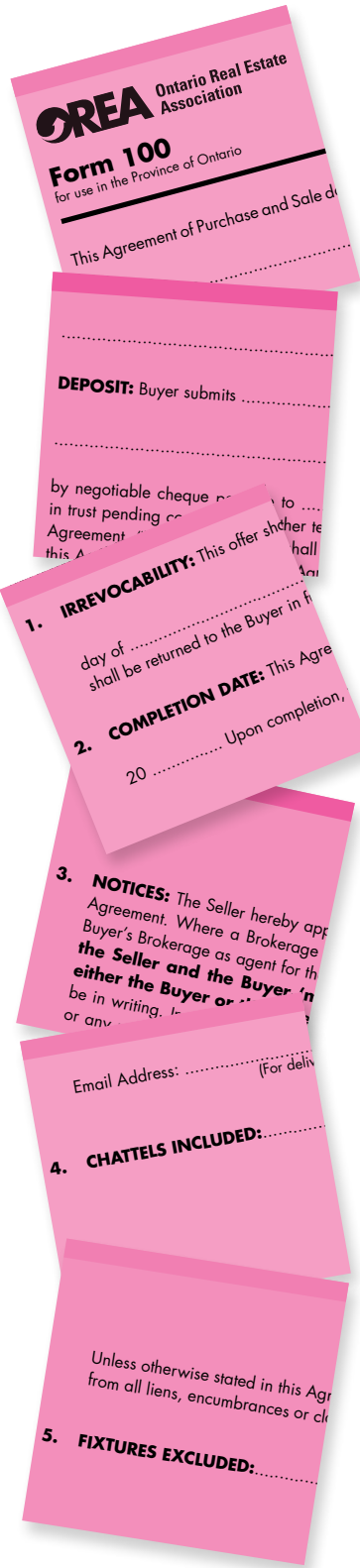
This section calls for the Seller to deliver any documents they have in their possession but the Buyer cannot call for the Seller to produce anything they don't have. It also details the discharging of mortgages on completion.

*\*Often times we may see the Buyer call for the Seller to provide an existing survey of the property in their possession*

### 13. INSPECTION

This paragraph makes it known that the Buyer has the opportunity to complete a home inspection and if they chose not to; they do so at their own risk.

*\*An Inspection clause is typically inserted into the Schedule A of the agreement*





be a binding agreement of purchase requirement for a property in this Agreement, the Buyer will

**14. INSURANCE:** All buildings on the completion, Seller shall hold all in event of substantial damage, Buyer take the proceeds of any insurance Mortgage, or Buyer is assuming a other mortgagee's interest on completion.

**15. PLANNING ACT:** This Agreement provisions of the Planning Act by completion.

**16. DOCUMENT PREPARATION:** Seller, and any Charge/Mortgage the Transfer/Deed to be delivered

**17. RESIDENCY:** (a) Subject to (b) the non-residency provisions of it transaction and the Seller shall amount, if any, necessary for Buy the non-residency provisions of it prescribed certificate.

prescribed certificate.

**18. ADJUSTMENTS:** Any rents, metered cost of fuel, as applicable to Buyer.

**19. PROPERTY ASSESSMENT:** The and properties may be re-assessed Brokerage, Broker or Salesperson taxes that accrued prior to the completion.

Brokerage, Broker or Salesperson taxes that accrued prior to the completion.

**20. TIME LIMITS:** Time shall in all be extended or abridged by authorized in that regard.

**21. TENDER:** Any tender of document completion. Money shall be tendered using the Large Value Transfer System.

## 14. INSURANCE

Don't cancel that insurance just yet! This section states that the Seller is required to insure the property up until closing at which point the Buyer's insurance takes effect. If there is fire prior to closing the Buyer has the option not to buy or they can take the insurance money with the property as is.

*\*Insurance clauses can be inserted into Schedule A as well. Your home inspector can inform you if there are any potential insurance red flags.*

## 15. PLANNING ACT

This paragraph states that the agreement is subject to compliance with the Planning Act.

*\*The Seller will provide proof of said compliance by completion*

## 16. DOCUMENT PREPARATION

This section provides that the Buyer will be responsible for paying for the preparation of their own Mortgage and Land Transfer Tax Affidavit and the Seller will be responsible for the Deed of Transfer.

*\*If you are first time Buyer you may be eligible for a land transfer tax rebate, consult your lawyer.*

## 17. RESIDENCY

This section ensures the Seller is a Resident of Canada. If not a resident; that they have paid the appropriate taxes due under the Income Tax Act for non-residents.

*\*If you are a non-resident it is advised that you consult your accountant on potential tax implications*

## 18. ADJUSTMENTS

This section states that there can be certain charges on closing that will be adjusted against the purchase price. For example prepaid or outstanding taxes or utilities. The Buyer will assume responsibility on the day of completion.

*\*Remember to notify the utility companies and order final readings.*

## 19. PROPERTY ASSESSMENT

The Municipal Property Assessment Corporation (MPAC) completes current value assessments and taxes may be re-evaluated on an annual basis. The Buyer and Seller will not hold the Salesperson responsible for any changes to the taxes.

*\*MPAC assessments are completed every four years and phased in over the following four years, this is why you will often see tax assessed values typically lag behind market value.*

## 20. TIME LIMITS

All deadlines must be met according to the dates and times here in.

*\*Timelines can be extended or amended by an agreement in writing between both parties*

## 21. TENDER

Both Seller and Buyer must produce certain documents to demonstrate that they are ready, willing and able to close the transaction.

*\*For example the Sellers must produce the Transfer/Deed and keys and the Buyers generally need to produce the money*

using the Large Value Transfer System

**22. FAMILY LAW ACT:** Seller warrants that the property is not subject to any claim under R.S.O. 1990 unless the spouse of the Seller has consented in writing to the sale of the property.

**23. UFFI:** Seller represents and warrants that the property to be insulated with insulation that contains or has ever contained ureaformaldehyde in this transaction, and if the building is not insulated with ureaformaldehyde free insulation, the Seller shall provide proof of such compliance.

**24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** Seller warrants that the Seller has obtained legal, tax or environmental advice in connection with this transaction.

**25. CONSUMER REPORTS:** The Buyer is advised to seek independent advice on any of these matters.

**26. AGREEMENT IN WRITING:** If there is a discrepancy between the printed and handwritten portions of this Agreement, the handwritten portions shall prevail.

Seller. There is no representation, warranty or guarantee made by the Seller for the purposes of this Agreement, Seller's liability shall be limited to the amount required by the context.

**27. TIME AND DATE:** Any reference to time or date in this Agreement shall be based on the time where the property is physically located.

**28. SUCCESSORS AND ASSIGNS:** The Buyer, the undersigned Seller, or any assignee, shall be bound by the terms and conditions of this Agreement.

**Schedule A**  
Agreement of Purchase and Sale

## 22. FAMILY LAW ACT

This section just ensures that no spouse has claim to the property other than the person signing or a spouse that consented on the signature area on page 8 of this document.

*\*If the property is the matrimonial home then spousal consent is required on the signing page even if only one of the spouses is registered on title*

## 23. UFFI

The Seller warrants that during the time they have lived at the property they have not used insulation containing ureaformaldehyde and to the best of their knowledge there is none on the property.

*\*Do your own research on UFFI, many studies have since proved that this was not causing the health concerns originally alleged however the stigma still exists.*

## 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE

Any advice given by the Brokerage or Salesperson is not to be considered as expert opinion and you are advised to seek independent advice on any of these matters.

*\*If any of these factors will influence your decision, it is advised to seek independent advice.*

## 25. CONSUMER REPORTS

This section notifies the Buyer that a personal/credit check may be obtained in conjunction with this offer.

*\*This is typical with financial institutions or potentially with landlords leasing a property*

## 26. AGREEMENT IN WRITING

This section outlines that if there is a discrepancy with any of the standard preprinted clauses and something that was inserted or handwritten in- the inserted or hand written clause will supersede the preprinted.

*\*The same applies to anything inserted into the schedules- this would supersede the preprinted portion*

## 27. TIME AND DATE

Any time or date in this agreement shall be based on the time where the property is physically located.

*\*This can become problematic when Buyer and Seller are not in the province or country with the same time zone- this addresses which time zone will be used.*

## 28. SUCCESSORS AND ASSIGNS

In the event that one of the parties passes away prior to completion their heirs or executors are bound by the agreement.

*\*Extra time may be required to close in order for probate to happen.*

## SIGNING UNDER SEAL

Signing under seal means that you are doing this in good faith and you do in fact intend to follow through with the agreement. You are not under the influence of drugs or alcohol and you are not being coerced.

## SCHEDULE A

This section of the Agreement of Purchase and Sale is typically where clauses, representations and warranties etc. will be inserted to protect both the Buyer and Seller. For example conditions on Financing, Home Inspection, the Sale of the Buyer's House, Condition of the Seller finding a new suitable home etc. This section can also be used to outline any disclosures by the Seller.



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**OREA** Ontario Real Estate Association

# Confirmation of Co-operation and Representation

## FORM 320

Plain Language Forms



**FORM 320 CONFIRMATION OF CO-OPERATION AND REPRESENTATION**  
**GENERAL USE**

This document outlines who is working for who and clearly defines the different forms of agency relationship available to Buyer and Seller and assures all parties they will be treated fairly in the transaction. It also establishes an agreement between companies for compensation.

**DECLARATION OF INSURANCE**

The Real Estate Business Brokers Act requires that we declare in writing to all Buyers and Sellers that they are insured. This is one of the many benefits of organized real estate.

**1. LISTING BROKERAGE**

- a) This section indicates that the Seller is being represented by the Listing Brokerage and the Buyer is either a customer or not
- b) This section is for Multiple Representation. If the Listing Brokerage represents both the Seller and the Buyer in the transaction consent is needed from both parties. In a Multiple Representation situation the representative must keep confidential money, motivation or terms of both Buyer and Seller unless otherwise instructed.

2. This section is used when a Buyer wants to be represented by a Salesperson for a property that is not listed for sale with any other real estate brokerage or on the MLS® (Multiple Listing Service).

**3. CO-OPERATING BROKERAGE- REPRESENTATION**

- a) This section indicates that the Buyer is being represented by the Co-operating Brokerage
- b) This section indicates that the Buyer is not being represented by the Co-operating Brokerage
- c) This section indicates that the Buyer is neither a client nor a customer

**CO-OPERATING BROKERAGE - COMMISSION**

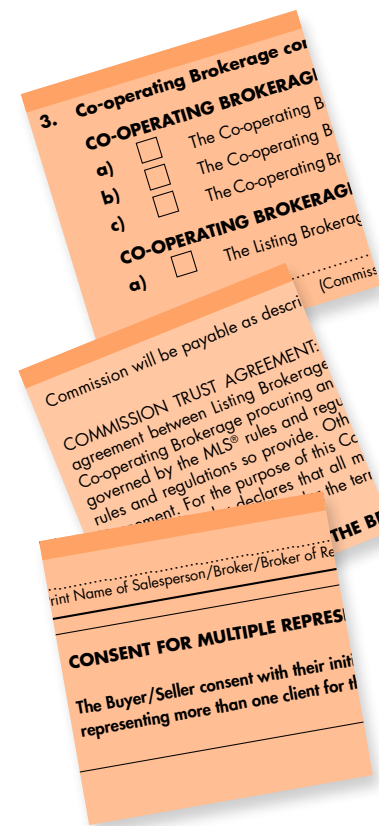
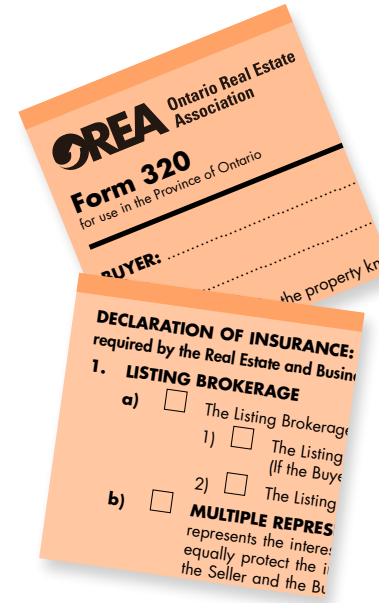
- a) This section indicates that the Listing Company will pay the Buyer's company a commission as stated on the MLS® system.
- b) This section allows the Co-operating company to indicate that the Seller is paying the commission as outlined in a Form 202 or any other commission agreement

**COMMISSION TRUST AGREEMENT**

The following section outlines how commission will be paid and which trust accounts the commission for the transaction will be paid from.

**CONSENT FOR MULTIPLE REPRESENTATION**

This section must be filled out if the brokerage represents more than one client in the transaction. For example Seller & Buyer or multiple Buyers offering on the same property



# PROPERTY WALK-THROUGH CHECKLIST



## AGE OF HOME

YEAR BUILT  
\_\_\_\_\_

## DRIVE WAY

# OF PARKING SPACES  
\_\_\_\_\_

MATERIAL  
\_\_\_\_\_

AGE  
\_\_\_\_\_

## ROOF

MATERIAL  
\_\_\_\_\_

AGE  
\_\_\_\_\_

## POOL

YES  NO  
AGE  
\_\_\_\_\_

## WATER

MUNICIPAL  
 WELL

## SEWER

MUNICIPAL  
 SEPTIC

## SPRINKLER SYSTEM

YES  NO

## SUMP PUMP

YES  NO

## FOUNDATION

POURED CONCRETE  
 CONCRETE BLOCK  
 CONCRETE SLAB

## HEAT TYPE

FORCED AIR  
 BASEBOARD  
 RADIATOR

## FURNACE

AGE  
\_\_\_\_\_

## WATER SOFTENER

YES  NO

## WATER PURIFIER

YES  NO

## A/C

CENTRAL AIR  
 WALL UNIT

## WINDOWS

AGE  
\_\_\_\_\_

## FIREPLACE

YES  NO  
IF YES:  
 GAS  
 WOOD  
 ELECTRIC

## CENTRAL VAC

YES  NO

## FIRE ALARM

YES  NO

## SECURITY SYSTEM

YES  NO

## ITEMS UNDER CONTRACT

A/C  
 FURNACE  
 HOT WATER TANK  
 WATER SOFTENER

## APPLIANCE INCLUDED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## AGE OF APPLIANCES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ITEMS/APPLIANCES EXCLUDED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ITEMS FIXATED ON PROPERTY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CONDO SECTION

PROPERTY MANAGEMENT COMPANY  
\_\_\_\_\_

PROPERTY MANAGEMENT CONTACT  
\_\_\_\_\_

PHONE #  
\_\_\_\_\_

## CONDO FEE

\_\_\_\_\_

## INCLUDED IN CONDO FEE

\_\_\_\_\_  
\_\_\_\_\_

## STATUS CERTIFICATE

YES  NO

## LOCKER

YES  NO

## PARKING SPACE

YES  NO  
IF YES, # OF SPACES  
\_\_\_\_\_

## PETS

YES  NO

## AMENITIES/ FEATURES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## MULTI- RESIDENTIAL SECTION

### RENT REGISTERED

YES  NO

### LEASE

YES  NO

### TENANT RENT / PAYS

\_\_\_\_\_

### APPLIANCES INCLUDED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### LAUNDRY

YES  NO

### FINANCIAL INFORMATION PROFIT & LOSS (YEAR END)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### EXPENSES

ACTUAL  
\_\_\_\_\_

### ESTIMATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### FIRE PROTECTION

YES  NO





App for Buyers and Sellers

Home by ShowingTime is a simple way for you to stay involved in the home buying and selling experience with your agent. Buyers can view upcoming tour information and driving directions for showings their agent schedules for them. Sellers can automatically receive showing requests, confirm them, see feedback from potential buyers and view all activity on their home(s) throughout the sales process.

**Stay Up to Date**

View a snapshot of showings and activities on your listings at any time

**Receive Instant Notifications**

Receive notifications of new showings and feedback, as well as 'Showing Complete' alerts

**Manage Multiple Listings**

Easily manage showings and feedback on multiple properties with one login

**Easily Access Your Showing Tour**

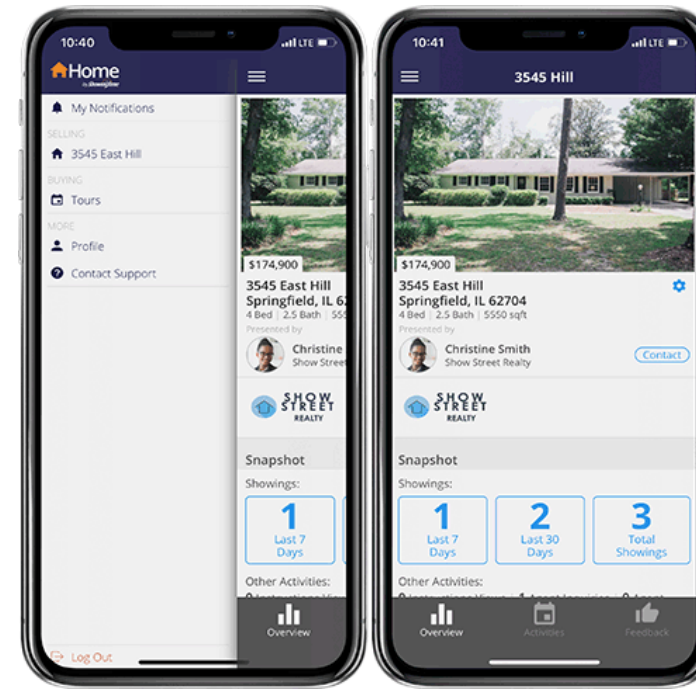
View your showing tour as a homebuyer complete with appointment details, driving directions and more

**Connect with Your Agent**

Communicate with your agent regarding a recent or upcoming appointment

**View Commute Time**

Calculate the distance between the property and places you frequently visit, such as work or school



**Download the Home by ShowingTime App**

You may access Home by ShowingTime through the app or on your desktop at <https://home.showingtime.com/>



**Buyers and Sellers Love Home by ShowingTime**



Wow... This app is great. As the homeowner of a house that is on the market, I love the flexibility of being able to schedule viewings through an easy to use application. Bravo!



# Consent to Market Acknowledgement

Public display of images, content and information

TrilliumWest Real Estate Brokerage Ltd., and

The legal undersigned Sellers of the property known as

\_\_\_\_\_ in \_\_\_\_\_, Ontario (the "Subject Property")

The Undersigned Acknowledges and Accepts that TrilliumWest Real Estate Brokerage Ltd. will require certain images, details and descriptions of both the interior and exterior of the subject property for the purposes of marketing a property for sale. The Undersigned further releases TrilliumWest or any of its Independent Contractors from any liability as a result of presentation of marketing content publicly accessible forums, including the internet.

Marketing content may include, but are not limited to;

- photography of the subject property and its contents;
- video of the subject property and its contents;
- detailed descriptions of the subject property and its contents

The above content acquired may be utilized, but not limited to, the following marketing efforts;

- images placed on TrilliumWest or designate owned and operated websites;
- images placed on promotional websites not owned by TrilliumWest;
- images placed on TrilliumWest or designate owned and operated social media platforms;
- video of the subject property and its contents;
- detailed descriptions of the subject property and its contents

The undersigned jointly and severally covenant that they will indemnify TrilliumWest or its Independent Contractors from any and all claims resulting from any loss to the property or any chattel located thereon, whether the loss occurs directly or indirectly as a result of the above stated marketing efforts.

The Undersigned Sellers acknowledge receiving a copy of this Consent to Market Acknowledgement

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Witness \_\_\_\_\_ Seller \_\_\_\_\_

Witness \_\_\_\_\_ Seller \_\_\_\_\_



# Conditional Sales Contract Acknowledgement

Relating to fixtures or chattels that are rented, rent to own, leased, or leased to own

TrilliumWest Real Estate Brokerage Ltd., and

The legal undersigned Sellers of the property known as

\_\_\_\_\_ in \_\_\_\_\_, Ontario (the "Subject Property")

The Undersigned Acknowledges and Accepts that TrilliumWest Real Estate Brokerage Ltd or its designate has explained and cautioned the undersigned as to the difference between rental and lease to own as it may apply to fixtures and chattels that may remain with the subject property.

Specifically, a Buyer may through a signed agreement;

- agree and request to assume the rental of a fixture;
- decline and/or refuse to assume any fixture or chattel that is actually under contract as a rental, rent to own, lease, or lease to own;

Conditional or assignable sales contracts of any kind for any fixtures, chattels or inclusions contained herein that are to remain after a completion of a sale for the subject property, but are not requested to be assumed by the Buyer will be paid out or discharged in full, prior to closing at the Seller's sole cost and expense.

The Undersigned Seller further acknowledges that TrilliumWest Real Estate Brokerage Ltd or its designate has;

- advised the Undersigned Seller to fully ascertain all contracts that the Seller may have signed from any company or supplier for any related fixtures or chattels on the property to fully comprehend what conditions or costs may exist if the Buyer chooses not to accept.
- recommend that the Undersigned Seller seek legal advice prior to the acceptance of any such agreement if uncertain as to the terms of any contracts.

The Undersigned Sellers acknowledge receiving a copy of this Conditional Sales Contract Acknowledgement

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Witness \_\_\_\_\_ Seller \_\_\_\_\_

Witness \_\_\_\_\_ Seller \_\_\_\_\_



## Digital Communication Waiver

Staying in touch with you through email

We would like to communicate with you, not only during your real estate transaction, but after you have had an opportunity to work with TrilliumWest for your current transaction(s).

Some reasons we may choose to contact you directly include;

- Providing information from our office on your current real estate transactions;
- Sending digital copies of your transaction documentation;
- Keeping you informed after your transactions once a month with our TrilliumWest Market Review (opt-out option is always available to you)

The TW Market Review is designed to be a short and informative monthly update delivered to your email in-box. The goal is to keep our current and past clients updated on changing market conditions, news and information that we consider to be important in the local real estate landscape. In accordance with Canada's Anti-Spam Legislation, we require your consent to communicate with you through email with our monthly TW Market Review.

I would like to continue to stay in touch and informed by receiving the monthly TW Market Review

I do not consent to receiving the monthly TW Market Review

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Name \_\_\_\_\_ Sign \_\_\_\_\_

Name \_\_\_\_\_ Sign \_\_\_\_\_

If consent, please use the following email address(es);

Email \_\_\_\_\_

Email \_\_\_\_\_



## Property Access Waiver

Getting through the front door.

When listing your home for sale, TrilliumWest and fellow licensed and insured Realtors® will require access to your property. While we approve of the enhanced security measures and digital tracking provided by electronic lockboxes, there are some issues you should be aware of.

Some things to be aware of as a home owner;

- The lockbox may be broken into to gain access to the property, which could result in theft or damage to the property;
- An unauthorized person could use the lockbox to enter the property by breaking into the lockbox;
- Keys may be lost or the lockbox may be improperly closed, allowing unauthorized access to the property;
- Use of a lockbox on the property may void or limit coverage under the seller's property insurance policy.

We encourage you to discuss any concerns you may have with your insurance provider.

I provide consent for TrilliumWest to install an electronic lockbox on the property

I provide consent for TrilliumWest to install a non-electronic lockbox on the property

We would prefer a key to be picked up from the TrilliumWest office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Name \_\_\_\_\_ Sign \_\_\_\_\_

Name \_\_\_\_\_ Sign \_\_\_\_\_

# STAGING AGREEMENT



This Agreement for Home Staging Services at \_\_\_\_\_(Address) is made as of \_\_\_\_ (Date) by \_\_\_\_\_(Name), owner of the Property and \_\_\_\_\_ of Simplicity Real Estate.

Subject to the terms and conditions of this Agreement, Simplicity Real Estate agrees to provide Home Staging Services at the Property, including but not limited to furniture arrangement, organization, clutter elimination, and enhancement (optional with furnishings, accessories and props provided by Simplicity Real Estate) for the purposes of Staging said Property.

Client hereby grants Simplicity Real Estate and its employees, agents, independent contractors and suppliers' permission to enter upon and use the Property for the purpose of providing Home Staging Services listed above beginning on \_\_\_\_\_ and continuing until completed. Client agrees to protect all valuables in or about the Property by removing them to safe storage before \_\_\_\_\_. Client acknowledges and agrees that Client's belongings may or may not be moved from room to room, or rearranged, or removed for storage (in the garage or off-site) at the sole discretion of Simplicity Real Estate. Client further acknowledges and agrees that Simplicity Real Estate may use nails or other similar materials to hang or display accessories as part of the Home Staging Services.

Client assumes all responsibility for personal property and for any markings or holes from artwork and/or furnishings incurred during installation, display and/or removal throughout the Staging process

Simplicity Real Estate is not liable for any personal injury or property damage resulting in whole or part, directly or indirectly, from the Staging process and Client acknowledges and agrees to assume any such risk.

CLIENT AGREES THAT Simplicity Real Estate's TOTAL LIABILITY IS LIMITED TO A REFUND OF THE FEE ACTUALLY PAID FOR THE HOME STAGING SERVICES. THE LIABILITY OF Simplicity Real Estate's PRINCIPALS, EMPLOYEES, AGENTS, CONTRACTORS AND SUPPLIERS IS ALSO LIMITED TO THE FEE PAID BY CLIENT

Client agrees to allow Simplicity Real Estate to photograph staged areas of the Property before and after the work is completed and to use all such photographs for reference and marketing purposes. Client's name will not be referenced.

Client is encouraged to obtain and/or maintain his or her own personal property loss insurance.

Client acknowledges and agrees that Simplicity Real Estate may reasonably advertise Simplicity Real Estate's services in the Property while the Property remains Staged.

Client agrees to have the Property, including carpeting and windows, professionally cleaned prior to \_\_\_\_\_.

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written

Signing below means you have read the Staging Agreement and are in full agreement with it.

\_\_\_\_\_  
 Client/Property Owner(Printed Name)      Agent (Printed Name)      Signature: \_\_\_\_\_  
 Signature: \_\_\_\_\_      Date: \_\_\_\_\_      Date: \_\_\_\_\_



# Listing Agreement Seller Representation Agreement Authority to Offer for Sale

**Form 200**  
for use in the Province of Ontario

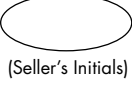
This is a **Multiple Listing Service® Agreement**  OR **Exclusive Listing Agreement**   
(Seller's Initials) (Seller's Initials)

**BETWEEN:**  
**BROKERAGE:** TRILLIUMWEST REAL ESTATE BROKERAGE LTD  
292 Stone Road West Unit 11 Guelph (the "Listing Brokerage") Tel.No. (226) 314-1600

**SELLER(S):** .....(the "Seller")

In consideration of the Listing Brokerage listing the real property **for sale** known as.....  
.....(the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent, **commencing** at 12:01 a.m. on the ..... day  
of ....., 20....., **until** 11:59 p.m. on the ..... day of ....., 20..... (the "Listing Period"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an  
MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate  
and Business Brokers Act (2002), **if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.** } 

to offer the Property **for sale** at a price of: ..... Dollars (CDN\$) .....  
.....Dollars

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set  
out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

**The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate broker for the sale of the Property.**

**1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Authority" or "Agreement"):  
"Seller" includes vendor, a "buyer" includes a purchaser, or a prospective purchaser. 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. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender  
or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property 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:** In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of  
.....% of the sale price of the Property or .....  
for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set  
out in this Agreement **OR** such other terms and conditions as the Seller may accept. The Seller authorizes the Listing Brokerage to co-operate with any  
other registered real estate brokerage (co-operating brokerage) and to offer to pay the co-operating brokerage a commission of.....% of the sale  
price of the Property or..... out of the commission the Seller pays the Listing Brokerage.  
The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone  
on the Seller's behalf within ..... days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with  
anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period.  
If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage,  
the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to  
or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or  
neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such  
amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on  
demand, any deficiency in commission and taxes owing on such commission.  
All amounts set out as commission are to be paid plus applicable taxes on such commission.

**INITIALS OF LISTING BROKERAGE:** 

**INITIALS OF SELLER(S):** 

**INITIALS OF LISTING BROKERAGE:** 

**INITIALS OF SELLER(S):** 

**3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service.

The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage listing other properties that may be similar to the Seller's Property without any claim by the Seller of conflict of interest. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage, said commission to be disbursed in accordance with the Commission Trust Agreement.

**MULTIPLE REPRESENTATION:** The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing 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 Seller or buyer, 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 Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer 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 Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing 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 Listing Brokerage's relationship to each seller and buyer.

**4. FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the Commission as described above.

**5. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period, the Seller agrees to pay the Listing Brokerage the amount of Commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.

**6. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.

**7. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.

**8. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the Commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.

**9. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.

**10. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information affecting the Property from any regulatory authorities, governments, mortgagees or others and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

**11. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of



the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and selling of real estate during the term of the listing and thereafter. The Seller 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.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:  Does  Does Not consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

- 12. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
13. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) 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 Schedule attached hereto, shall constitute the entire Agreement between the Seller and the Listing Brokerage. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.
14. **ELECTRONIC COMMUNICATION:** This 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 Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
15. **ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time.
16. **SCHEDULE(S):** ..... and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

DATE..... (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property 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 Seller) DATE (Seal) (Tel. No.)
(Signature of Seller) DATE (Seal)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

(Spouse) DATE (Seal)

DECLARATION OF INSURANCE

The salesperson/broker/broker of record (Name of Salesperson/Broker/Broker of Record) hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations. (Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a true copy of this Agreement

on the ..... day of ....., 20 .....

Date: (Signature of Seller)

Date: (Signature of Seller)

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Form 810 for use in the Province of Ontario

The REALTOR® Consumer Relationship

In Ontario, the real estate profession is governed by the Real Estate and Business Brokers Act, 2002, and Associated Regulations (REBBA 2002 or Act), administered by the Real Estate Council of Ontario (RECO). All Ontario REALTORS® are registered under the Act and governed by its provisions. REBBA 2002 is consumer protection legislation, regulating the conduct of real estate brokerages and their salespeople/brokers. The Act provides consumer protection in the form of deposit insurance and requires every salesperson/broker to carry errors & omission (E&O) insurance.

When you choose to use the services of a REALTOR®, it is important to understand that this individual works on behalf of a real estate brokerage, usually a company. The brokerage is operated by a Broker of Record, who has the ultimate responsibility for the employees registered with the brokerage. When you sign a contract, it is with the brokerage, not with the salesperson/broker employee.

The Act also requires that the brokerage (usually through its REALTORS®) explain the types of service alternatives available to consumers and the services the brokerage will be providing. The brokerage must document the relationship being created between the brokerage and the consumer, and submit it to the consumer for his/her approval and signature. The most common relationships are "client" and "customer", but other options may be available in the marketplace.

Client

A "client" relationship creates the highest form of obligation for a REALTOR® to a consumer. The brokerage and its salespeople/brokers have a fiduciary (legal) relationship with the client and represent the interests of the client in a real estate transaction. The REALTOR® will establish this relationship with the use of a representation agreement, called a Listing Agreement with the seller and a Buyer Representation Agreement with the buyer. The agreement contains an explanation of the services the brokerage will be providing, the fee arrangement for those services, the obligations the client will have under the agreement, and the expiry date of the agreement. Ensure that you have read and fully understand any such agreement before you sign the document.

Once a brokerage and a consumer enter into a client relationship, the brokerage must protect the interests of the client and do what is best for the client. A brokerage must strive for the benefit of the client and must not disclose a client's confidential information to others. Under the Act, the brokerage must also make reasonable efforts to determine any material facts relating to the transaction that would be of interest to the client and must inform the client of those facts. Although they are representing the interests of their client, they must still treat all parties to the transaction with fairness, honesty, and integrity.

Customer

A buyer or seller may not wish to be under contract as a client with the brokerage but would rather be treated as a customer. A REALTOR® is obligated to treat every person in a real estate transaction with honesty, fairness, and integrity, but unlike a client, provides a customer with a restricted level of service. Services provided to a customer may include showing the property or properties, drafting the offer, presenting the offer, etc. Brokerages use a Customer Service Agreement to document the services they are providing to a buyer or seller customer.

Under the Act, the REALTOR® has disclosure obligations to a customer and must disclose material facts known to the brokerage that relate to the transaction.

What Happens When...

Buyer(s) and the seller(s) are sometimes under contract with the same brokerage when properties are being shown or an offer is being contemplated. There can also be instances when there is more than one offer on a property and more than one buyer and seller are under a representation agreement with the same brokerage. This situation is referred to as multiple representation. Under the Act, the REALTORS® and their brokerage must make sure all buyers, sellers, and their REALTORS® confirm in writing that they acknowledge, understand, and consent to the situation before their offer is made. REALTORS® typically use what is called a Confirmation of Co-operation and Representation form to document this situation.

Offer negotiations may become stressful, so if you have any questions when reference is made to multiple representation or multiple offers, please ask your REALTOR® for an explanation.

Critical Information

REALTORS® are obligated to disclose facts that may affect a buying or selling decision. It may be difficult for a REALTOR® to judge what facts are important. They also may not be in a position to know a fact. You should communicate to your REALTOR® what information and facts about a property are important to you in making a buying or selling decision, and document this information to avoid any misunderstandings and/or unpleasant surprises.

Similarly, services that are important to you and are to be performed by the brokerage, or promises that have been made to you, should be documented in your contract with the brokerage and its salesperson/broker.

To ensure the best possible real estate experience, make sure all your questions are answered by your REALTOR®. You should read and understand every contract before you finalize it.

Acknowledgement by: (Names)

I/we have read, understand, and have received a copy of Working with a REALTOR®

Sellers: As seller(s), I/we understand that

Buyers: As buyer(s), I/we understand that

(Name of Brokerage) (initial one) Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other sellers and buyers. Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner. (Signature) (Date)

(Name of Brokerage) (initial one) Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other buyers and sellers. Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner. (Signature) (Date)

Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working. For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.

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## SHOWING TIME AND APPOINTMENTS



You will want to talk to your **REALTOR®** before your listing is live on the Market, they will provide guidance on the process and what to expect.

*However, it is a good idea to familiarize yourself with;*

- ✓ In-person offers vs offers over Email
- ✓ The process for a normal offer, a bidding war, and a bully offer
- ✓ The negotiation options (accept/counter/decline)
- ✓ Your own agent's style and preferences
- ✓ Agreement of Purchase and Sale

### GOING TO THE MARKET

- ✓ We are there to familiarize you with the home showing process.
- ✓ We will stage your home to a level we advise and that you are comfortable with.
- ✓ Provide professional photography to display with your listing
- ✓ List your property on MLS system
- ✓ Feature your property professionally on the Trillium-West website
- ✓ Install property signage and a lock box

- ✓ Plan and conduct open house
- ✓ Follow up on showings to obtain feedback and to ensure your home is being marketed in the best possible manner
- ✓ Update you on the activity and movement of comparable properties

### SHOWINGS & OPEN HOUSE CHECKLIST

- ✓ Open Blinds (let as much light in as possible, but keep the focus on your house and not your neighbor's backyard)
- ✓ Turn on all lights (even during the day - a well lit home feels more inviting)
- ✓ Have a very neutral smell in your home (pleasant but not overwhelming, open windows to air out strong smell if necessary)
- ✓ Do not cook before a scheduled showing
- ✓ Turn on quiet, classical music
- ✓ Remove dirty dishes from the sink and counter
- ✓ Remove all but necessary items from the kitchen counter
- ✓ Take out the garbage to avoid any odors
- ✓ Remove clutter
- ✓ Remove small items of value from sight

- ✓ Make all the beds
- ✓ Pick up dirty/clean laundry
- ✓ Clean the bathrooms
- ✓ Remove all but necessary items from bathroom counter-tops and showers/tubs
- ✓ Tidy up outdoor items (hoses, yard tools, and toys)
- ✓ Pick up pet waste
- ✓ Sweep entryway, patio, and decks



### OFFER AND AGREEMENTS

- ✓ Present offers from prospective buyers and negotiate to obtain the best possible price, closing date and conditions of sale
- ✓ Ensure the buyer's deposit is held in trust with the listing brokerage or the seller's solicitor
- ✓ Investigate any issues arising and supply additional information if requested by the prospective buyer
- ✓ Handle subsequent waivers and amendments to the agreement of purchase of sale, as required
- ✓ Follow up on the status and conditions when the buyer has lifted them
- ✓ Store documentation securely

## CONDITIONS



### FINANCING CONDITION

A condition that allows the Buyer to back out of the sale if they don't obtain financing.

### HOME INSPECTION CONDITION

A condition that allows the Buyer to perform a home inspection and back out of the sale if it isn't satisfactory to them.

### STATUS CERTIFICATE REVIEW CONDITION

A condition that allows a condo Buyer to have the condominium status certificate reviewed by their lawyer.

### SALE OF PROPERTY CONDITION

Allows the Buyers to back out of a sale if they aren't able to sell their existing home within a certain period.



**REALTOR TIP:** CONNECT WITH YOUR LAWYER AND MORTGAGE PROFESSIONAL FOR MORE INFORMATION ON THE DIFFERENT CONDITIONS



# CONGRATULATIONS! YOU HAVE SOLD YOUR HOME...

### What happens now?

Make a note of the dates that the conditions are due and be sure you update us with how to contact you at all times. **BE AVAILABLE TO SIGN ANY PAPERWORK NECESSARY THESE DATES CANNOT BE MISSED!**

- ✓ Contact and notify your financing company. We will forward any paperwork necessary to your mortgage consultant.
- ✓ You need to arrange for a lawyer.

### After any conditions have been fulfilled or waived and have a firm offer:

- ✓ Contact your lawyer to notify them that you have sold a home and wish them to act on your behalf in the transaction. We will ensure all your paperwork reaches your lawyer's office.
- ✓ Contact your mortgage company to notify them.
- ✓ Book a moving van and/or company.
- ✓ Make a list of everyone you need to notify with your new address, friends, family, insurance, clubs, doctor, dentist, schools, utilities, etc.... ( see list included in this handbook)
- ✓ 4 weeks before you close, notify post office and fill out change of address forms.
- ✓ Arrange to disconnect utilities, phone and cable at current home and to connect utilities at new home.
- ✓ 2 weeks before closing, arrange for home insurance on new home and cancel old home insurance.
- ✓ 1 week before closing, we will call you to arrange a final inspection of the home you have purchased. This is usually carried out 1 or 2 days before closing.

### Key Things to remember for closing:

- ✓ Leave your property clean
- ✓ Remove all your belongings
- ✓ Ensure all appliance, furnace and air conditioning are in good working order (unless otherwise specified in your agreement)
- ✓ Provide your home to the new Buyer in the same condition it was when they purchased it
- ✓ Leave all your keys with your lawyer or lock box on the property.
- ✓ Disconnect your utilities and cable



Most people experience moving at least once. Whether you are moving down the road, across town or across the country, it can prove to be a challenging time. A well-organized and planned move can greatly reduce the stress involved in packing up and transporting a lifetime of belongings. The following check list can help you stay organized!

### 6-8 WEEKS BEFORE YOU MOVE:

- Reserve a rental truck or make arrangements with a professional mover
- Getting packing supplies– tape, boxes, tissue paper, bubble wrap, markers
- Clean out closets, basement and garage  
*Have a yard sale or donate unneeded items to charity!*
- Advise post office of new address and effective date
- Send change of address to:
  - Insurance Company
  - Banks, Credit Card Companies, Book Clubs
  - Hydro, Utilities and Gas
  - Telephone / Cable TV / Internet Company
- Arrange to transfer your household insurance to your new home
- Arrange to have utilities connected for your new home.
- Get new telephone number
- Ask about installation of phone jacks if moving to a new construction home

Use our handy **ADDRESS CHANGE CHECKLIST** to keep track of all your accounts and services that need to be switched over to your new home address.

### 2-3 WEEKS BEFORE YOU MOVE:

- Stop or transfer newspaper and other home deliveries
- Obtain school, medical and dental records
- Obtain veterinary records for pets
- Reserve elevator if moving from an apartment
- Defrost freezer
- Return library books

### A FEW DAYS BEFORE YOU MOVE:

- Finish packing - *make sure boxes are clearly marked with the room they will go in!*
- Place important documents in a safe box that you will carry  
Mark "do not move" on the box - *move this box yourself*
- Prepare an open first box with basic kitchen and bathroom supplies, towel, bedding and hammer, screwdriver to set up furniture
- Label keys for new occupants

### MOVING DAY:

- Check all rooms and closets to make sure nothing has been left behind
- Turn down thermostat
- Leave labeled keys with the landlord, solicitor or real estate agent
- Check that you have keys to every lock in your new home
- Show the movers where to put boxes and furniture
- Unpack your "open first" box
- Set up your bed; unpack the kitchen and bathroom to help you feel at home

### AFTER THE MOVING DAY:

- Change the address on your driver's license and car insurance



UNFORTUNATELY, WE DO NOT HAVE A CRYSTAL BALL BUT WE CAN GET PRETTY CLOSE WITH WHAT WILL BRING MORE OR LESS VALUE TO YOUR HOME

*These are some of the properties that have significantly increased in value saleability after being staged by Simplicity Home Staging & Decorating.*

**OTHER AGENT'S LISTING PHOTOS**

**SIMPLICITY'S LISTING PHOTOS**



**BEFORE**

**AFTER**

**435 KEESO LANE, LISTOWEL**



**BEFORE**

**AFTER**

**104 GARMENT ST, KITCHENER**

WHEN PREPARING YOUR HOME FOR SALE, MAKE SURE YOU INTERVIEW MULTIPLE AGENTS AND DON'T JUST GO WITH THE MOST POPULAR AGENT IN TOWN. ASK THE AGENT FOR PROOF OF WHAT THEY ARE WILLING TO DO FOR YOUR LISTING

*We own and operate our own staging equipment so we are able to offer our clients a lower price for the same services.*

ONE OF THE BIGGEST MISTAKES A REALTOR® CAN MAKE IS LEAVING A ROOM VACANT. SELLING A STAGED HOME ALLOWS YOU TO SET THE STAGE FOR WHAT BUYERS SEE. BUYERS WALK IN TO SEE COMFORTABLE FURNITURE, PRETTY DECORATIONS, AND FEEL LIKE THEY COULD SIT DOWN AND BE RIGHT AT HOME.

*The more Buyers can see themselves in the house, the more likely they are to make an offer on it!!*



**CONSTANCE  
GUGLIELMO**

REALTOR®,  
HOME STAGER

519.572.7143

[cguglielmo@trilliumwest.com](mailto:cguglielmo@trilliumwest.com)

**ALYSSA  
VASEY**

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