



# AGREEMENT OF PURCHASE AND SALE

## PART II: MINI/MOBILE HOME SCHEDULE

### TO BE USED WITH ONLY LOT RENTAL UNITS



Approved by the Nova Scotia Real Estate Commission for use by licensees under the Real Estate Trading Act

**Property Address** \_\_\_\_\_

**Buyer(s)** \_\_\_\_\_

**Seller(s)** \_\_\_\_\_

#### INSURANCE

1. This Agreement is subject to the Buyer being able to obtain approval for home owner's insurance for the property, to the satisfaction of the Buyer. Confirmation shall be deemed obtained unless the Seller or the Seller's Agent is notified to the contrary in writing on or before the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

If notice to the contrary is received, either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

(b) The following chattels, equipment and fixtures owned by the Seller and presently located on the property shall remain with the property, be included in the purchase price and shall be conveyed to the Buyer in good working order, free and clear of encumbrances, on the date of closing:

#### INSPECTION / PCDS

2. (a) This Agreement is subject to the Buyer at his expense having the property inspected by an inspector(s) of the Buyer's choice, and the inspection(s) meeting the Buyer's satisfaction. The inspection(s) shall be deemed to be satisfactory unless the Seller or the Seller's Agent is notified to the contrary in writing on or before the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

If said notice to the contrary is being provided, it shall be accompanied by the pertinent sections of a written inspection report, following which either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

(c) The parties agree to the following disposition of any leased or rented equipment or fixtures located on the property.

Describe below if equipment leases are to be assumed, paid out or equipment removed. If equipment leases are being assumed, then the Buyer must provide written evidence of the assumption of the leases on or before the closing date. Note: In the case of leased equipment, the Buyer may be required to purchase product from the lessor.

Leased equipment shall be:

(b) This Agreement is subject to the Seller providing to the Buyer, within \_\_\_\_\_ hours of the acceptance of this offer, a current Property Condition Disclosure Statement, and that statement meeting with the Buyer's satisfaction. The Buyer shall be deemed to be satisfied with this statement unless the Seller or the Seller's Agent is notified to the contrary, in writing, on or before the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

The Seller warrants it to be complete and current, to the best of their knowledge, as of the date of acceptance of this Agreement, and further agrees to advise the Buyer of any changes that occur in the condition of the property prior to the closing date. If notice to the contrary is received, then either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer. Once received and accepted, the Property Condition Disclosure Statement shall form part of this Agreement of Purchase and Sale.

Seller(s)	Buyer(s)
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initials required	initials required

#### FIXTURES / CHATELS / LEASED EQUIPMENT

3. (a) All fixtures, and equipment attached to the property, as viewed on on or before the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, are to remain and shall be included in the purchase price. Refer to 3(c) for leased equipment.

**Offer Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Buyer's Initials:** \_\_\_\_\_ **Witness** \_\_\_\_\_

**Seller's Initials:** \_\_\_\_\_ **Witness** \_\_\_\_\_

Property Address: \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Seller(s): \_\_\_\_\_

**GENERAL CONDITIONS**

4. This Agreement is further subject to the following terms and conditions:

(a) The Buyer, at the Buyer's expense, being approved by park management and being accepted as a tenant.

Seller(s)	Buyer(s)
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initials required	initials required

(b) Buyer is to be satisfied with any lot rental increase set by park management upon acceptance as a tenant. The Buyer acknowledges that the lot rent is currently \$ \_\_\_\_\_ per month.

Seller(s)	Buyer(s)
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(c) The Seller providing the Buyer with a current copy of the park rules and regulations and the Buyer being satisfied with the said rules and regulations.

Seller(s)	Buyer(s)
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initials required	initials required

(d) The park management:  
 (i) Agreeing that the home can remain on the lot.  
 (ii) Inspecting the property, at the Seller's expense, and the Buyer(s) being satisfied with the inspection.

Seller(s)	Buyer(s)
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initials required	initials required

The above clauses are deemed to be satisfied unless the Seller or the Seller's Agent is notified to the contrary in writing on or before \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. If notice to the contrary is received, either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

5. The Seller confirms the mini/mobile home information as follows:

Model #: \_\_\_\_\_

Serial #: \_\_\_\_\_

Make: \_\_\_\_\_

Year: \_\_\_\_\_

Size: \_\_\_\_\_

Seller(s)	Buyer(s)
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initials required	initials required

Offer Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_ Witness \_\_\_\_\_

Seller's Initials: \_\_\_\_\_ Witness \_\_\_\_\_