

RACE & COMPANY LLP
BARRISTERS & SOLICITORS

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www.raceandco.com

SELLER INFORMATION FORM

Note: Completion and return of this Form will confirm that you have retained Race & Company LLP to act on your behalf with respect to the subject sale. Please complete all four pages and return by email or fax. Please print clearly.

1. INDIVIDUAL SELLER(S)' NAMES/OCCUPATIONS:

(as they appear on title to the property being sold)

Full Legal Name: _____ Occupation: _____
Full Legal Name: _____ Occupation: _____
Full Legal Name: _____ Occupation: _____
Full Legal Name: _____ Occupation: _____

2. TRUSTS:

Do the registered owners on title hold the property "in trust" for non-registered Beneficiaries? Yes () No ()

If yes, please provide a copy of the Trust Agreement

3. CORPORATE SELLER:

Full Legal Company Name: _____

Business Address and Telephone number: _____

Province, State or Country of Incorporation: _____

Incorporation Number (if incorporated in BC): _____

General nature of business or activity _____

Name, position and contact information for individuals who give instructions with respect to the matter for which the lawyer is retained: _____

Names, titles and addresses of ALL directors and shareholders:

Note: If the company is incorporated in a jurisdiction other than BC, the seller must arrange to obtain a Certificate of Good Standing/Status/Existence from the Registrar of Companies in its jurisdiction prior to the completion date of the purchase.

4. CONTACT NUMBERS / INFORMATION FOR EACH SELLER:

Home Telephone: _____ Home Fax: _____

Cell or pager: _____ Email: _____

Business Telephone: _____ Business Fax: _____

Employer: _____ Business Address: _____

5. a) CURRENT MAILING / RESIDENTIAL ADDRESS OF SELLER(S):

b) FORWARDING MAILING / RESIDENTIAL ADDRESS OF SELLER(S):

6. ADDRESS OF PROPERTY BEING SOLD:

Civic Address: _____

Strata Complex or Subdivision Name: _____

Strata Lot #: _____ Parking Stall # _____ Storage Locker # _____

If a strata lot, is the property a bare land strata lot? **Yes () No () Not sure ()**

Is this property a duplex? **Yes () No ()**

If yes, please provide the name of your insurance agent: _____

Is this property your principal residence? **Yes () No ()**

Is there a tenant living in the property? **Yes () No ()**

If yes, please provide details: Monthly Rent: \$ _____
Damage Deposit: \$ _____
Date Deposit Received: _____

7. SELLER'S REAL ESTATE AGENT:

Name: _____

Agency: _____

8. SALE COMPLETION DATE: _____

9. SALE PRICE: _____

10. DELIVERY OF DOCUMENTS:

When closing documents are ready, we will call you or email you to set up a signing appointment. If you cannot attend at either our Squamish or Whistler office prior to closing to sign documents, we will e-mail them to you for your signature.

Note: If signing outside of our office, it will be your responsibility to have the closing documents notarized and your photo identification verified by a lawyer or notary public prior to returning them to us for closing. Two pieces of ID will need to be copied and verified.

If you cannot attend at either our Squamish or Whistler office to sign closing documents, please provide the following information for your lawyer or notary public:

Full name: _____

Business Address: _____

Business Telephone Number: _____

Note: The lawyer or notary public you choose must be someone we can independently verify, either by their ad in the yellow pages or by contacting their governing society. We must be able to confirm that they exist and are currently practicing. If we are unable to confirm this, we cannot accept documents notarized by them.

Note: For areas where neither a lawyer nor notary public is available, a Canadian Consular Officer is also authorized to notarize your signature on all British Columbia Land Title Office documents.

11. HARMONIZED SALES TAX (HST):

Is the property considered a residential property? **Yes () No ()**

If residential, has the property been occupied previously? **Yes () No ()**

If the property is a recreational residence or a hotel-type unit, have you been offering the property for short term rentals? **Yes () No ()**

Did you defer the GST or HST at the time of acquisition? **Yes () No ()**

If yes, please provide your HST number: _____

Are all of the Sellers Canadian residents? **Yes () No ()**

12. NON RESIDENTS OF CANADA:

Have you contacted a Canadian account and instructed them to begin an application with Canada Revenue Agency for Clearance Certificates? **Yes () No ()**

If yes, please provide your accountant's name and contact information. Name: _____
Address: _____
Tel: _____
Email: _____

If no, you **MUST** do so as soon as possible – Non Residents of Canada **MUST** apply for a clearance certificate within ten (10) days of completion of this sale. Failure to do so will result in penalties and interest being charged by the Canada Revenue Agency. Please contact your accountant for assistance in filing an application for a clearance certificate.

In the event that you are a non-resident, a portion of the sale proceeds may have to be held in trust to comply with the provisions of the *Income Tax Act* of Canada, pending receipt of a tax certificate. Unless otherwise specifically instructed, those monies will be held in a pooled trust account and will NOT generate interest to the client (interest on pooled trust accounts of lawyers in British Columbia is paid to the Law Foundation of British Columbia). In the event you direct us to place the funds in a separate interest bearing trust account, an administration fee will be charged. The minimum amount of this fee is \$100 and it may exceed that amount if monies have to be re-invested in interest bearing investments or if funds are held in trust for more than 30 days. If you are a non-resident and wish the holdback portion of the sale proceeds invested in an interest bearing trust account, please initial here _____.

UPON RECEIPT OF A TAX LIABILITY NOTICE FROM CANADA REVENUE AGENCY, WE WILL PAY FROM THE HOLDBACK THE AMOUNT REQUIRED BY CANADA REVENUE AGENCY TO RELEASE THE CLEARANCE CERTIFICATES AND WILL THEN BE IN A POSITION TO RELEASE THE BALANCE OF THE HOLDBACK TO YOU.

13. MORTGAGE:

Do you have a mortgage or line of credit registered against the title to the property being sold? Yes () No ()

If yes, please provide us with details.

Bank: _____

Mortgage Reference Number:

Address: _____

Approx. Payout Balance:
\$ _____

Phone: _____

Contact: _____

14. LEGAL FEES:

Normally, an account for legal fees, disbursements and taxes pertaining to our services to complete the transaction will be rendered and collected from closing funds at the time the transaction is completed. We can provide an estimate of these costs at the outset upon request. After commencing our work, should the transaction fail to complete, should we be asked to suspend our work before completion, should the completion date be extended, or should the scope of work be expanded from that originally anticipated, we may find it necessary to render an account for the uncompleted transaction or for the extra work. Your authorization to charge your credit card for payment of such an account may be provided by completing the following:

Card Type (VISA/MC ONLY): _____

Card Holder (name): _____

Account No.: _____

Expiry Date: _____

Signature (not req'd if returned by email): _____

15. SALE PROCEEDS:

Proceeds from your sale will be available to you on the next business day following your Completion Date.

Please provide instructions on how you would like funds provided to you below.

Balance payable to be (CHOOSE ONE):

1. picked up by the undersigned at the offices of Race & Company LLP WHISTLER OFFICE _____
SQUAMISH OFFICE _____

or

2. deposited to the account of (**Canadian accounts only):

Bank Name: _____

Account Name: _____ JOINT ACCOUNT: YES or NO

Account No.: _____ Branch Transit Number: _____

NOTE:

If we do not have a local branch in Squamish or Whistler, the deposit may be subject to a \$25.00 courier charge

If your bank requires our cheque to be certified prior to deposit, a cheque certification fees will apply

3. wired to the account of (** US or Foreign accounts):

NOTE: Due to the recent changes in bank wiring policies, wire transfers have become significantly more time consuming. As a result, Race & Company LLP will charge an administration fee \$250.00 per wire transfer in addition to any outgoing or incoming wire fees charged by the bank.

Bank Name: _____

Bank Address: _____

Account Name: _____ JOINT ACCOUNT: YES or NO

Account No.: _____

Branch Transit Number: _____

Routing Number and/or ABA Code: _____

NOTE:

Sale proceeds will be exchanged into foreign currency and then wired unless otherwise instructed. The rate of exchange will be the daily rate being offered by our bank on the day of initiating the wire transfer. Race & Company LLP does NOT take responsibility for a change in daily exchange rates.

Bank wire transfer fees will be deducted from the wire by the initiating branch at the time of the wire transfer;

Wire transfers are not immediate and can often take up to a week to arrive in the recipient's bank account. Note that wire details must be accurate or the recipient bank may reject or hold the funds pending clearance.

Race & Company LLP will NOT be responsible for rejected wire transfers or wire transfers that are returned to our account due to errors in wiring information or account information.

16.

**IMPORTANT...
THINGS FOR SELLERS TO REMEMBER:**

- A. Closing dates are important in British Columbia real estate transactions. Your failure to meet a closing deadline could result in the loss of your sale and damages. If you need an extension to the closing date, the Purchaser may only agree if you allow early occupancy. The Purchaser is not obligated to extend.

THEREFORE, PLEASE:

1. Don't make travel plans in the week before closing. We will require your execution of certain documents in that week, some of which may have to be notarized. If you must travel please give us notice of your travel plans and details of how you can be reached while traveling.

2. If you are selling in the name of a company which is not registered in British Columbia, we will require for closing a Certificate of Incorporation (if incorporated within the year previous to your closing date) or a Certificate of Status (or Good Standing). These Certificates are produced by the companies registrar in your jurisdiction. As there may be a lengthy delay in receiving the Certificate from the registrar, please order the Certificate as soon as possible to ensure its receipt prior to closing.

Please confirm your review of this section 15 by putting an "X" next to "Yes" and adding the date. Thank you.

Yes ()

Date: _____

RACE & COMPANY LLP

BARRISTERS & SOLICITORS

**SELLING RESIDENTIAL REAL ESTATE
IN BRITISH COLUMBIA**

The following briefly details principal topics of concern for sellers of residential real estate in British Columbia. Depending on your particular circumstances, some of these topics may not apply. **The following is provided for information only and does not constitute legal advice. We can only advise clients on any of the following topics when we have been retained and the client's particular circumstances are known.**

1. OUR LEGAL SERVICES

1.1 Unless you specifically instruct us otherwise, our services in completing a real estate sale on your behalf will be restricted to:

- (a) review of the Contract of Purchase and Sale;
- (b) search and review of property title;
- (c) advice with respect to Harmonized Sales Tax;
- (d) ordering mortgage payout statement from mortgage lender, if applicable;
- (e) arrangement with you for execution of documentation and our receipt of closing sale proceeds;
- (f) if applicable, liaison with the mortgage lender to ensure receipt of mortgage payout funds;
- (g) liaison with the purchaser's lawyer in completion of the transaction;
- (h) if you are a non-resident of Canada, holdback for non-resident capital gains tax, correspondence with Canadian accountant and sending funds to Canada Revenue Agency in exchange for Clearance Certificates; and
- (i) reporting to you with respect to the completion of the transaction.

If you anticipate requiring legal work beyond the scope of the foregoing, please contact us.

2. PRE-CLOSING CONCERNS

2.1 Insurance

For single family residential insurance it is recommended that you do not cancel insurance until the sale is actually complete. If set up in advance to cancel on a specific date and the sale is extended, you may not be insured during the extension.

2.2 Strata Maintenance Fees and Levies

Sellers of strata titled homes are generally responsible for paying special assessments assessed prior to closing, even where they are on a scheduled payment plan, unless the contract expressly shifts future payments to the purchaser and the management company approves the shift.

3. EXPENSES AT CLOSING

3.1 Legal Fees and Disbursements

These are closing expenses paid to us for preparing, arranging for execution of, and registering transaction documents. Disbursements are charged for our out-of-pocket expenses such as agents' fees, document registration charges, property and tax information searches, courier costs, long-distance calls and HST. The exact amount of these disbursements will vary depending on the transaction. Total legal expenses on a sale transaction will typically range between \$850.00 and \$5,000.00. We can provide you a quote as to fees and disbursements at the time you enter into a Contract of Purchase and Sale.

3.2 Harmonized Sales Tax (HST)

If HST is collected by a Canadian resident Seller, the Seller may remit it to Canada Revenue Agency on their next return, net of input tax credits. Non-resident Sellers have the full HST remitted directly to Canada Revenue Agency on their behalf.

HST is not applicable on the sale of a used home.

3.3 Closing Adjustments

These are adjustments to the sale price of prorated annual or monthly property expenses incurred by the vendor before closing or to be incurred by the purchaser after closing. These adjustments typically include property taxes, municipal utilities and strata fees (if applicable). Depending on the type of property and the time of year and month of the sale, these adjustments can debit or credit the sale several hundred to several thousand dollars.

4. THE CLOSING PROCESS

4.1 Summary

The following is a step by step summary of what can be expected after entering into a Contract of Purchase and Sale:

- (a) Soon after you or your real estate agent have instructed us to act on your behalf and have informed us that you have removed any subjects in your Contract, we will send you some general information on the transaction and a Seller Information Form to complete and send back to us.
- (b) Our receipt of the Contract and a completed Seller Information Form will allow us to open a file for you. We will then order a title search and, if applicable, a mortgage payout statement and use this information to complete transaction documents.
- (c) If you are a Non-Resident of Canada, you must contact a Canadian account and instructed them to begin an application with Canada Revenue Agency for Clearance Certificates prior to completion.
- (d) If you are unable to attend at our offices during the week prior to the completion date of the purchase, we will deliver the transaction documents to you with detailed instructions on how to sign them and return them to us together with wiring instructions for the funds required from you to complete the purchase.
- (e) Delays we experience in obtaining documents from the purchaser's lawyer may result in a rush delivery of these documents to you requiring your immediate attention to having them signed and returned to us.
- (f) Once we have your signed documents returned to us, we can forward to the purchaser's lawyer for registration in our Land Title Office on the completion date.
- (g) We will inform you when the sale is completed, and as soon as possible after registration we will send to you a letter confirming the closing with copies of the transaction documents and, if applicable, evidence of deposit or wire of funds into your bank account. * ***Please note that sale proceeds are generally not made available to you until the next business day after closing.***
- (h) In the event that you are a non-resident, a portion of the sale proceeds may have to be held in trust to comply with the provisions of the *Income Tax Act* of Canada, pending receipt of a tax certificate. Unless otherwise specifically instructed, those monies will be held in a pooled trust account and will NOT generate interest to the client (interest on pooled trust accounts of lawyers in British Columbia is paid to the Law Foundation of British Columbia). In the event you direct us to place the funds in a separate interest bearing trust account, an administration fee will be charged. The minimum amount of this fee is \$100 and it may exceed that amount if monies have to be re-invested in interest bearing investments or if funds are held in trust for more than 30 days.

4.2 **Document Execution and Delivery**

If it is not convenient for you to attend at our office, we can make arrangements as follows:

ID documents, Form A Transfer and possible other closing documents will need to be signed in the presence of a Lawyer or Notary Public (if neither a Lawyer nor Notary is available to you, please contact us for alternatives). It may then be necessary for you to return the documents by courier but regardless of how we require them to be returned to us, they must be delivered to us not later than the day before the completion date.

4.3 **Sale Proceeds**

We are unable to give you a final figure as to the net sale proceeds until we have received documents from the purchaser's lawyer and a mortgage payout statement from your Lender.

A rough estimate of the Seller's Statement of Adjustments can be calculated as follows:

Credits

- Sale Price and HST (if applicable)
- Property Taxes (if closing is after July 1)
- Maintenance Fees for the balance of days remaining in the month

Debits

- Real Estate Commissions + HST
- Property Taxes (if closing is before July 1)
- Amount of your Mortgage + per diem interest to the payout date
- Non-Resident Tax Liability Holdback, if applicable
- Legal Fees and Disbursements

The difference between the debit and credit columns should give you an approximate amount required to complete the transaction.

If we have not provided you with a figure as to legal fees and disbursements, please feel free to contact us for this information.

4.4 **Delays**

Closing dates are extremely important in British Columbia real estate transactions. The closing date is a contractual obligation for the seller to meet and failure to meet it may result in the purchaser choosing to void the contract and sue for further damages. A purchaser may provide an extension of a closing date but they are not obligated to do so. It is not uncommon for a purchaser who wishes to continue with the transaction to demand early occupancy for extensions of the completion date. **EVERY EFFORT MUST BE MADE BY THE SELLER TO MEET THE CLOSING DATE.**

We would be pleased to represent you in the purchase of your property. Please direct any questions you may have to us by phone or email.

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(Note: Information contained in this Memo is current to March, 2011)