

DISCLAIMER:

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

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

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

© Ontario Real Estate Association 2025. All rights reserved.

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

PROCEED TO NEXT PAGE...



GENERAL USE: This form is used when a condition(s) in an Agreement of Purchase and Sale is to be effectively eliminated.

The parties to the Agreement of Purchase and Sale and a description of the property are used to identify the document that contains the condition(s).

BUYER:

SELLER:

REAL PROPERTY:

The document is further identified by the date of the Agreement of Purchase and Sale, followed by the condition(s) noted that are to be waived and therefore eliminated.

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated the day of,

20....., regarding the above property, I/We hereby waive the condition(s) which read(s) as follows:

For purposes of clarity it is important to understand all other terms and conditions in the original Agreement of Purchase and Sale, not specifically noted on this document, remain unchanged and in effect.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

This form may be used for other agreements and therefore contains definitions to make that possible.

For the purposes of this Waiver, "Buyer" includes purchaser and "Seller" includes vendor.

The location, time and date where the form was signed is set out above the signature(s) of the individual(s) signing. Beside the signature the date of signature is inserted.

DATED at....., Ontario, at this day of 20.....
(a.m./p.m.)

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
(Witness) (Buyer/Seller) (Seal) (Date)

.....
(Witness) (Buyer/Seller) (Seal) (Date)

Finally the party receiving a copy of the Waiver acknowledges receipt by dating and signing the form.

Receipt acknowledged at this day of 20..... by:
(a.m./p.m.)

Print Name: Signature:



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2025, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.