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# Waiver Agreement of Purchase and Sale

## Form 123

for use in the Province of Ontario

*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:

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

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

*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.*

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.*

WAIVED 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: .....