



CONTRACT OF PURCHASE AND SALE - 104

Developed & Provided by your **Saskatchewan REALTORS® Association**

This contract is to be used only for properties of commercial nature, including farms, hotels, businesses, etc.

Buyer's Brokerage

Brokerage Address

Salesperson

Phone number

I/WE

(Names of **Buyers**: herein called **Buyer**)

(Address)

(Postal Code)

(Phone)

(Names of **Buyers**: herein called **Buyer**)

(Address)

(Postal Code)

(Phone)

HEREBY OFFER TO PURCHASE from

(Names of **Sellers**: herein called **Seller**)

(Address)

(Postal Code)

(Phone)

(Names of **Sellers**: herein called **Seller**)

(Address)

(Postal Code)

(Phone)

Seller's Brokerage

Brokerage Address

Salesperson

Phone number

the following described property:

(Legal land description or description of business)

having the following Address: _____ City or R.M. _____

1. Subject to the reservations and exceptions appearing in the existing Certificate of Title and free and clear of all encumbrances except such encumbrances as are hereafter expressly agreed to be assumed by the Buyer, for the SUM (Sale Price) of:

_____ dollars

Sale Price to be paid as follows:

- (a) \$ _____ **Deposit to be made to the Buyer's Brokerage unless otherwise indicated**
(b) Deposit instructions

- (c) \$ _____ Financing (if applicable) _____
(d) \$ _____ (approx.) **balance of cash**, to be paid subject to the adjustments herein provided, to the **Seller's** Solicitor or Brokerage of the **Seller**, or to the **Buyer's** Solicitor as the case may be, _____ days before the Possession Date.

- (e) **Buyer** acknowledges that taxes, tax credits, payments and mortgage interest rate may be subject to revision.

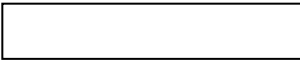
2. This contract is made conditional upon the following:

- (a) Financing to be arranged on terms and rate satisfactory to the Buyer on or before mm _____ dd _____ yyyy _____.
(b)

Buyer(s) Initials

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3. Additional terms ☐ are ☐ are not set out in the following schedule(s): _____ to this contract.
4. The Sale Price shall include land, buildings, fixtures and attached goods, to be free and clear of all encumbrances other than those being assumed by the **Buyer**, shall be and remain as is at the date of acceptance of this contract until Possession Date, and includes the following chattels and unattached goods: (if none, state "NONE").
_____.
5. Mineral title(s) for mineral commodities ☐ are ☐ are not owned by the Seller and ☐ are ☐ are not included in the Sale Price.
6. The **Buyer** agrees to pay to the **Seller** interest at the Bank of Canada Overnight Rate Target at the Possession Date plus 4% per annum, on any portion of the Sale Price, less mortgages or other encumbrances assumed, not received by the **Seller**, his/her solicitor or his/her Brokerage as at the Possession Date, the interest to be calculated from the Possession Date, until monies are received by the **Seller** or his/her solicitor. The **Seller** shall have a lien and charge against the property for the unpaid portion of the Sale Price (with interest as aforementioned).
7. **THE SELLER SHALL PAY ALL COSTS OF DISCHARGING ANY EXISTING MORTGAGE OR OTHER ENCUMBRANCES AGAINST THE PROPERTY, NOT ASSUMED BY THE BUYER.**
8. This transaction of purchase and sale shall be closed on or before twelve noon mm _____ dd _____ yyyy _____, (herein referred to as the "Possession Date") on which date the **Buyer** shall have POSSESSION, vacant or subject to the following tenancy, namely: (if none, state "NONE")
9. **ADJUSTMENTS** re: taxes, rents, insurance, utilities, expenses and other income and outgoings, to be made as at Possession Date, or as follows:
10. The **Buyer** represents and warrants to the **Seller** that ☐ is ☐ is not a registrant, registration # _____ for the purpose of GST under the *Excise Tax Act* (Canada). The **Buyer** shall be liable for and shall indemnify and hold the **Seller** harmless from any liability relating to the GST which may be payable in respect to this transaction. The **Buyer** agrees to self-assess, remit the GST directly to the Receiver General and comply in a timely manner with all filing and payment obligations referred to in Section 228(4) of the *Excise Tax Act* (Canada).
11. The **Seller** shall maintain fire insurance coverage on the property until the Possession Date and, if on such date remains an unpaid **Seller**, may continue to insure the property. The **Buyer** shall insure the property on and after possession.
- 12.1 If this offer is not accepted, the entire deposit and any other monies paid, without interest, shall be returned to the **Buyer**.
- 12.2 If this offer is accepted and the conditions in paragraph 2 above have not been satisfied or waived in writing by the date set forth in paragraph 2 above, the entire deposit and any other monies paid by the **Buyer** shall be forthwith returned to the **Buyer**.
- 12.3 If this offer is accepted and all conditions have been removed in writing by the date set forth in paragraph 2 above and the **Buyer** fails to execute any required conveyance or formal documents when prepared or fails to pay any required cash payment or comply with any of the terms in this contract, this contract shall be void at the **Seller's** option. Where the defaulting party is the **Buyer**, the deposit and any other monies shall be forthwith delivered to the **Seller's** brokerage as forfeiture to the seller.
- 12.4 The **Buyer** and **Seller** agree that the provisions of this section are an agreement to disburse the trust funds pursuant to Section 16(a) of The Real Estate Regulations.
- 12.5 The disbursement of the deposit and other monies as agreed to above is not a prohibition from the **Buyer** or the **Seller** seeking a civil remedy for a breach of this contract.
13. The **Seller** and **Buyer** agree to prepare and execute promptly any documents required to complete this transaction. The **Seller** shall pay for the preparation of the Transfer of Title and the **Buyer** shall pay for the registration of the Transfer of Title under *The Land Titles Act*. The costs related to any mortgage or other financing of the Sale Price, other than an Agreement for Sale, shall be paid by the **Buyer**. Costs of any Agreement for Sale shall be borne equally by the **Buyer** and **Seller**.
14. This offer is open to acceptance by the **Seller** up to _____, mm _____ dd _____, yyyy _____.
15. **IT IS UNDERSTOOD AND AGREED** that there are no other representations, warranties, guarantees, promises or agreements other than those contained in this contract, and I hereby agree to purchase the above-described property as it stands at the price and terms and subject to the conditions above set forth. **TIME SHALL BE OF THE ESSENCE OF THIS OFFER/CONTRACT.**
16. Upon acceptance of this offer within the time prescribed in paragraph 14, this contract shall constitute a binding contract of purchase and sale and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.
17. By signing this offer the **Buyer** acknowledges having received and read the document published by the Saskatchewan REALTORS® Association entitled, "Agency Disclosure." The **Buyer** acknowledges having read and understood this document, that it accurately describes the agreement with the Buyer's Brokerage, and that a copy of it has been received by the **Buyer** this date.

Buyer(s) Initials



SIGNED by the Buyer at _____, mm ____ dd ____ yyyy _____.

SIGNED, SEALED AND DELIVERED in the presence of

IN WITNESS WHEREOF I have hereunto set my hand

Witness

Buyer

Witness

Buyer

ACCEPTANCE AND DIRECTION TO PAY COMMISSION AND TAXES

I/WE HEREBY ACCEPT the above Offer together with all conditions contained therein and covenant to carry out the sale on the terms and conditions above mentioned. I do further acknowledge my obligation to pay commissions and all applicable federal and provincial taxes to the Seller's Brokerage pursuant to the listing agreement with respect to the property. **I/WE FURTHER HEREBY IRREVOCABLY AND UNCONDITIONALLY DIRECT AND AUTHORIZE MY/OUR SOLICITOR**, as indicated by me/us below, or any other Solicitor acting on my/our behalf in this sale, to pay the aforesaid taxes and commission, less the deposit hereby accepted, from the proceeds of the sale when releasable and this shall be and constitute my/our full and sufficient authority for so doing.

I/WE HEREBY CERTIFY that I/we are residents of Canada as defined under the provisions of Section 116 of *The Income Tax Act* and that I/we will provide satisfactory evidence of such residency.

SIGNED by the Seller at _____, mm ____ dd ____ yyyy _____.

SIGNED, SEALED AND DELIVERED in the presence of

IN WITNESS WHEREOF I have hereunto set my hand

Witness

Seller

Witness

Seller

Buyer's Solicitor

Seller's Solicitor