

# FARM AGREEMENT FOR SALE

THIS AGREEMENT MADE in duplicate,  
BETWEEN:

hereinafter referred to as  
THE "VENDOR"  
OF THE FIRST PART

- and -

hereinafter referred to as  
THE "PURCHASER"  
OF THE SECOND PART

WHEREAS the Vendor is the registered owner of the following described lands and premises, namely:

Mines and minerals excluded unless specifically included herein

AND WHEREAS the Vendor is desirous of selling the said lands and premises and the Purchaser is willing to purchase the same;

NOW THEREFORE in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto mutually covenant and agree together as follows:

1. PAYMENT

The Vendor hereby sells, transfers and assigns unto the Purchaser the aforesaid lands and premises free and clear of all encumbrances, save public utility easements and encumbrances affecting mines and minerals, and roadway exceptions, if any, at and for the price and sum of \$ \_\_\_\_\_ DOLLARS, which said sum the Purchaser agrees to pay to the Vendor in lawful money of Canada, at Weyburn, in the province of Saskatchewan, in the following manner:

- a. By the Purchaser paying on or before the date of this Agreement the sum of \$ \_\_\_\_\_ DOLLARS to NSWB Law Firm, 319 Souris Avenue, Weyburn, Saskatchewan, to be held by the said law office, as a deposit, in trust on account of the Vendor pending completion of the said sale;
- b. By the Purchaser paying on or before \_\_\_\_\_, the balance of the purchase price to NSWB Law Firm, 319 Souris Avenue, Weyburn, Saskatchewan;

The said law office will hold the said sum in trust on behalf of the Vendor until such time as title to the said lands and premises has issued free and clear of all encumbrances, save public utility easements and roadway exceptions, if any, in the name of the Purchaser.

2. POSSESSION

Vacant possession of the said lands and premises shall be given up by the Vendor to the Purchaser on or before twelve o'clock noon the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ on condition that the Purchaser shall provide evidence prior to that date that a financial institution has made a commitment to loan to the Purchaser the balance of the purchase price herein;

Provided further, that the Vendor shall have the right to continue storing grain presently in grain storage facilities on the said lands and the further right of egress and ingress to the said grain storage facilities until \_\_\_\_\_.

3. INCLUSION OF BUILDINGS AND ALLOCATION

The parties agree that all buildings presently situated on the said lands and premises, whether permanent or portable, shall be included in the purchase price. If any allocation of the purchase price is made below, the parties further agree that for the purposes of income tax only, it shall be made as stated below.

4. CHATELS INCLUDED

The parties hereto agree that in addition to any buildings that may be included in paragraph 3, the following chattels are to be included in the purchase price:

5. TAXES

The Vendor agrees to pay all municipal taxes due in respect to the lands and premises hereby sold to and including the 31st day of December, \_\_\_\_\_, and the Purchaser agrees to pay the taxes thereafter.

6. ADJUSTMENTS

All adjustments in respect of power or other utilities in respect to the said lands and premises shall be adjusted as at the actual date possession is surrendered.

7. LEGAL COSTS AND LAND REGISTRY FEES

- a. The parties agree that all Land Registry fees for the Transfer shall be paid by the Purchaser;
- b. The Vendor shall be responsible for all legal costs associated with clearing title, and the Purchaser shall be responsible for all legal costs associated with financing.
- c. In the event that there is more than one set-up or surrender of title, then the responsible party shall pay any additional costs.

8. MORTGAGE

It is understood and agreed between the parties hereto that if part of the purchase price herein is being raised by the Purchaser by means of a mortgage to be given on the security of the lands hereby sold, the Vendor agrees that there will be made available to the solicitor for the mortgagee all necessary documents required in order to facilitate the conveyance of clear title to the Purchaser and to facilitate the processing of the said mortgage in an expeditious fashion.

9. TRANSFER WITH MORTGAGE

The Vendor further agrees and consents to the conveyance of title to the Purchaser prior to payment of the purchase price in trust to NSWB Law Firm as hereinbefore provided; provided however, that the financial institution granting the mortgage gives a commitment to forward the balance owing upon registration of a mortgage in its favour.

10. INTEREST

The parties hereto agree that should the Purchaser not be in a position to pay the balance of the purchase price to the said law office on or before \_\_\_\_\_, \_\_\_\_\_, he shall be required to pay to the Vendor interest at the rate of \_\_\_\_\_ % per annum from the latter date on the balance from time to time owing to the date of the payment to the said law office; but the within Agreement is conditional upon payment in full being made no later than \_\_\_\_\_, \_\_\_\_\_, but the deadline may be extended at the Vendor's discretion. Payment received after 2:00 p.m. of any day, shall be deemed not to have been received until the next following banking day and interest shall be paid accordingly.

11. DEPOSIT

In the event that the Purchaser fails to complete the within sale, without prejudice to any other remedies available to the Vendor, the sum of \$ \_\_\_\_\_ DOLLARS shall be forfeited to the Vendor as compensation for the Vendor's expenses, loss of time and other losses, and in all other respects this Agreement shall be null, void and of no effect; but, if the Purchaser advises the Vendor or the Vendor's solicitors on or before \_\_\_\_\_, \_\_\_\_\_, that the reason for the Purchaser's inability to complete the within sale is as a result of the Purchaser's inability to obtain financing from a lending institution despite diligence and bona fide efforts on the Purchaser's part, then in that event, the down payment shall not be forfeited and this Agreement shall in all other respects be null, void and have no effect.

12. POSSESSION ON DEFAULT

In the event this transaction is not completed, the Vendor shall be entitled to resume possession of the lands and premises hereinbefore described, together with all growing crops and improvements placed thereon by the Purchaser and further in that event, the Purchaser agrees that no claim against the Vendor in respect of such growing crops or improvements shall be made.

13. TIME

Time shall be of the essence.

14. ENVIRONMENTAL

The Vendor warrants that he has not knowingly failed to make disclosure of any hazardous substance, hazardous waste or contamination on the said lands.

15. GOODS AND SERVICES TAX

The Purchaser hereby represents and warrants that he is registered under the *Excise Tax Act of Canada* with registration number \_\_\_\_\_ and the Purchaser undertakes to make the goods and services tax remittance or claim the offset.

16. CANADIAN RESIDENTS

The Vendor certifies that he is a resident of Canada as defined under the provisions of Section 116 of the *Income Tax Act*, and that he will provide satisfactory evidence of such residency, or in the alternative, if the Vendor is a non-resident, the Vendor agrees to remit twenty five (25%) percent of the purchase price to the Canada Revenue Agency in accordance with Section 116 of the *Income Tax Act*.

17. GENDER

Wherever the singular and the masculine noun or pronoun are used throughout this Agreement for Sale, the same shall be construed as meaning the plural or the feminine (neuter in the case of a corporation) where the context or the parties thereto so require.

18. NO WARRANTIES

It is understood and agreed that there are no other representations, warranties, guarantees, promises or agreements other than those contained in this contract and the Buyer hereby agrees to purchase the above described property as it stands at the price and terms and subject to the conditions above set forth.

19. COUNTERPARTS AND ELECTRONIC TRANSMISSION

This Agreement and any further amendments may be executed by the parties in separate counterparts, each of which when so executed and delivered (which may include delivery by electronic transmission and the reproduction of signatures by electronic transmission or electronic signature using DocuSign or Adobe Sign) will be treated as binding as if originals, and which, if taken together, shall constitute one and the same instrument.

20. CORPORATION WAIVER

In the event that the Purchaser is a corporate body, the Purchaser agrees with the Vendor that neither The Land Contracts (Actions) Act nor The Limitations of Civil Rights Act shall have any application to the within Agreement, and the Purchaser specifically waives any rights it may have under the said Acts in favour of the Vendor.

21. SURFACE LEASES

Any and all existing surface leases shall be assigned to the Purchaser and the lease payments shall be adjusted as the possession date.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto and their respective executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED, SEALED and DELIVERED ) \_\_\_\_\_  
in the presence of: ) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
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) \_\_\_\_\_  
) \_\_\_\_\_

\_\_\_\_\_  
**WITNESS -**  
NSWB LAW FIRM P.C. INC.  
Box 8, Weyburn, Saskatchewan S4H 2J8

IN WITNESS WHEREOF the Vendor(s) has caused to be affixed its corporate seal duly attested by the signatures of its proper officers in that behalf, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

*"CORPORATE SEAL"*

Per: \_\_\_\_\_

**President -**

Per: \_\_\_\_\_

**Secretary -**

IN WITNESS WHEREOF the Purchaser(s) has caused to be affixed its corporate seal duly attested by the signatures of its proper officers in that behalf, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

*"CORPORATE SEAL"*

Per: \_\_\_\_\_

**President -**

Per: \_\_\_\_\_

**Secretary -**