

## Municipal Property Tax Sale – Public Auction Short Form Agreement

LEGAL DESCRIPTION OF PROPERTY: PLAN \_\_\_\_\_; BLOCK \_\_\_\_\_; LOT \_\_\_\_\_

MUNICIPAL ADDRESS OF PROPERTY: \_\_\_\_\_, Calgary, Alberta \_\_\_\_\_

TAX ROLL ACCOUNT NUMBER: \_\_\_\_\_

### CONTACT INFORMATION FOR BUYER

BUYER NAME(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

### BUYER'S LAWYER (if applicable)

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

### TERMS AND CONDITIONS OF SALE

PURCHASE PRICE: \_\_\_\_\_

DEPOSIT PAID: \_\_\_\_\_

BALANCE DUE ON CLOSING: \_\_\_\_\_

<b>Purchase Price</b>	<ol style="list-style-type: none"><li>1. The Purchase Price noted above is payable to The City of Calgary ("The City") in the following manner:<ol style="list-style-type: none"><li>a. 1/3 of the Purchase Price, or a minimum payment of \$500.00, whichever is greater, is payable on the date of the public auction by way of cash or cheque;</li><li>b. The balance of the Purchase Price, plus applicable GST, is payable no later than 60 days after the date of the public auction.</li></ol></li></ol>
<b>Overdue Payments</b>	<ol style="list-style-type: none"><li>2. Interest on all overdue payments will be charged at the Royal Bank of Canada's prime rate plus 3% per annum from the date the payment is due until the full purchase price, plus applicable interest, is received by and unconditionally releasable to The City.</li></ol>

<b>Forfeiture</b>	<p>3. If the Buyer fails to complete the purchase of the Property, as provided in the Agreement of Purchase and Sale, for any reason, then the Deposit noted above will be immediately and irrevocably forfeited to The City.</p>
<b>Closing Date and Transfer of Title</b>	<p>4. The Closing Date will be 60 days after the date of the public auction or such earlier date that is mutually agreed to in writing by both parties.</p> <p>5. When all terms and conditions of the Agreement of Purchase and Sale have been fulfilled, and upon payment in full of the Purchase Price, together with applicable GST, The City shall provide to the Buyer or to the Buyer's lawyer a Notification of Sale by Public Auction (Tax-4 Form A) for registration at the Alberta Land Titles Office. The cost of registration and all other Land Titles costs are the responsibility of the Buyer.</p> <p>6. The Buyer will take title to the Property subject to all of the applicable encumbrances set out in sections 423(1) and 436.14 of the Municipal Government Act, R.S.A. 2000, c. M-26.1, as amended or replaced, along with all implied conditions listed in section 61 of the Land Titles Act, R.S.A. 2000, c. L-4 and any encumbrances registered by or on behalf of the Buyer.</p>
<b>Possession and Adjustments</b>	<p>7. The possession and adjustment date shall be the Closing Date.</p> <p>8. All adjustments for rent or other items commonly adjusted on a sale of real property will be made as of the Closing Date. From and after the Closing Date, the Buyer will be responsible for the payment of all taxes, rates, levies, charges, assessments, utilities, utility hook-up fees, insurance and other expenses with respect to the Property.</p> <p>9. In addition to the foregoing, the Buyer will be responsible for and will assume all liability for:</p> <ul style="list-style-type: none"> <li>a. all condominium contributions, fees and applicable interest thereon owing and payable with respect to the Property pursuant to the <i>Condominium Property Act</i>, R.S.A. 2000, c. C-22, as amended or replaced. <b>The City of Calgary is not responsible for unpaid condominium contributions, fees or applicable interest thereon;</b> and</li> <li>b. all security deposits and applicable interest thereon owing and payable with respect to the Property pursuant to the <i>Residential Tenancies Act</i>, S.A. 2004, c. R-17.1, as amended or replaced.</li> </ul>
<b>As Is, Where Is</b>	<p>10. The Property is being sold on an "as is, where is" basis and The City makes no representations and gives no warranty whatsoever with respect to the Property, including, but not limited to, any representation or warranty as to:</p> <ul style="list-style-type: none"> <li>a. the quality, nature, adequacy and physical condition of: <ul style="list-style-type: none"> <li>i. the Property (including, but not limited to, structural and non-structural elements, access, landscaping, parking, and any chattels located on the Property);</li> <li>ii. the soils, geology and groundwater and the absence or presence of environmental contamination; and</li> <li>iii. all utilities and utility systems and components servicing the Property and/or located on the Property;</li> </ul> </li> <li>b. the building conditions, development potential, income potential, value or saleability of the Property;</li> <li>c. the fitness, habitability, suitability or adequacy of the Property for any intended use;</li> <li>d. vacant possession;</li> <li>e. access to the Property;</li> <li>f. the land use, zoning or other legal status of the Property or any other public or private restrictions applicable to the use of the Property;</li> </ul>

	<p>g. the compliance of the Property with applicable codes, laws, rules, regulations, statutes, bylaws, ordinances, covenants, judgments, orders, directives, decisions, guidelines, permits, conditions, and restrictions of any court, tribunal, governmental or quasi-governmental entity; and</p> <p>h. the content of condominium documents applicable to the Property.</p> <p>11. The Buyer indemnifies and saves The City harmless from and against any and all liability in regard to any environmental contamination of the Property.</p>
<b>Prohibition on the Purchase of Residential Property by Non-Canadians</b>	12. The Buyer is not now and will not on the Closing Date be prohibited from purchasing the Property pursuant to the <i>Prohibition on the Purchase of Residential Property by Non-Canadians Act</i> , S.C. 2002, c.120, s 235 and accompanying regulations.
<b>Formal Agreement</b>	13. The Buyer will sign an Agreement of Purchase and Sale in a form and with content acceptable to the Law department of The City. A copy of the Agreement of Purchase and Sale will be delivered to the Buyer within 15 days of the date of the public auction and must be returned to The City, signed by the Buyer, no later than 30 days after the date of the public auction, failing which the purchase and sale will be cancelled and the Deposit noted above will be immediately and irrevocably forfeited to The City.
<b>Vacant Possession</b>	14. If the Property is resided on by a person or is in actual occupation by a person, then the obligation and the expense of obtaining vacant possession will be the Buyer's. The Buyer will be responsible for complying with the <i>Residential Tenancies Act</i> , S.A. 2004, c. R-17.1, if applicable, in order to secure vacant possession. If necessary, The City will co-operate with the Buyer in obtaining a court order for vacant possession.
<b>Real Property Report and Compliance</b>	15. The City <i>does not</i> provide real property reports for properties sold at the public auction. The Buyer will be responsible for obtaining its own real property report with evidence of municipal compliance.
<b>Goods and Services Tax</b>	16. All taxes which may be charged, levied or assessed in connection with the purchase and sale of the Property contemplated herein, will be the responsibility of the Buyer. The Buyer will, on written demand, pay The City any and all such taxes, with such taxes being deemed to be monies due and owing in the same manner as the Purchase Price.
<b>Municipal Government Act (Alberta)</b>	17. The purchase and sale of the Property contemplated herein is subject to the applicable provisions of the <i>Municipal Government Act</i> , R.S.A. 2000, c. M-26.1, as amended or replaced.
<b>Conflict with Agreement of Purchase and Sale</b>	18. In the event of a conflict between the Agreement of Purchase and Sale and these Terms and Conditions of Sale, the provisions of the Agreement of Purchase and Sale will govern.

[signature page follows]

The undersigned is hereby in agreement with the above Terms and Conditions of Sale and wishes to receive the formal Agreement of Purchase and Sale referred to herein.

DATED THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE OF BUYER

NAME: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE OF BUYER

NAME: \_\_\_\_\_