

## OFFER TO PURCHASE AND INTERIM AGREEMENT

To: SkyPort by Aerco Developments Vendor of the property described as follows (civic address):

\_\_\_\_\_  
\_\_\_\_\_

The legal description of the Property is:

Plan \_\_\_\_\_ Block/Unit \_\_\_\_\_ Lot \_\_\_\_\_ Other \_\_\_\_\_

1. I HEREBY OFFER TO PURCHASE the said property as it stands for the sum of \$ \_\_\_\_\_

\$ \_\_\_\_\_ Holding Deposit

\$ \_\_\_\_\_ Additional Deposit

\$ \_\_\_\_\_ Sub-total of Deposit (minimum 10%)

\$ \_\_\_\_\_ by new Mortgage to be arranged by me, the Purchaser, at my expense

\$ \_\_\_\_\_ Balance Owing

\$ \_\_\_\_\_ GST (at 5%)

**\$ \_\_\_\_\_ TOTAL PURCHASE PRICE INCLUDING GST**

2. THIS OFFER AND AGREEMENT is subject to the following conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event this Offer and Agreement provides for me to arrange a new Mortgage, I then agree that I shall on or before 3:00pm on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ advise the Vendor in writing that this subject to conditions is removed, otherwise this Offer and Agreement is null and void.

3. Unless otherwise agreed in writing, title will be free and clear of all encumbrances, registrations and obligations except the following:

- a) those implied by law;
- b) non-financial obligations now on title such as easements, utility rights-of-way, covenants and conditions that are normally found registered against property of this nature and which do not affect the saleability of the Property;
- c) homeowner association caveats, encumbrances and similar registrations; and

d) those items which the Buyer agreed to assume in this Contract.

4. TAXES shall be adjusted and vacant **possession** shall be given at 12:00 noon on \_\_\_\_\_  
\_\_\_\_\_ subject to the terms hereof being complied with.
5. I agree to purchase the property as it stands and I agree that there is no representation, warranty, collateral agreement, zoning, municipal permit or license or condition affecting the said property or agreement to purchase and sell, other than as expressed herein in writing. All previous agreements (if any) whether verbal or written between the Vendor and myself are hereby rendered null and void.
6. THE AGREEMENT FOR SALE OR TRANSFER shall be prepared at the expense of the Vendor and executed and delivered promptly to my solicitor. I agree to pay the expense of any new Mortgage(s) if required. Prepayment bonuses and the cost of discharging any existing Mortgage(s) and/or other encumbrances (not herein to be assumed by me) shall be at the expense of the Vendor.
7. THE PURCHASER AGREES TO ASSUME ALL LOCAL improvements and assessments, if any, on the property.
8. IF MY OFFER IS NOT ACCEPTED the deposit shall be refunded to me forthwith without deduction or interest, provided however if my Offer is accepted and I fail to comply with the terms as herein provided that I agree that the said deposit shall be absolutely forfeited to the Vendor as liquidated damages and the Agreement herein shall be null and void at the Vendor's option.
9. THIS AGREEMENT SHALL ENURE to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the parties hereto and where the singular is used throughout this Agreement the same shall be construed as meaning the plural where context so requires.
10. THIS OFFER SHALL BE OPEN FOR ACCEPTANCE in writing until \_\_\_\_\_ am/pm on \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_.
11. TIME shall be in every respect of the essence.

**VENDOR'S INFORMATION**

Vendor's Address #300 Centre on the Park, 5505-50<sup>th</sup> Ave, Wetaskiwin, AB T9A 0T4  
 Vendor's Phone (780)352-9277 Fax (780)352-9211  
 Vendor's Email info@skyportproperties.com

**PURCHASER'S INFORMATION**

Purchaser's Address \_\_\_\_\_  
 Purchaser's Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Purchaser's Email \_\_\_\_\_

DATED AT \_\_\_\_\_, Alberta, this \_\_\_\_\_, \_\_\_\_\_.

SIGNED in the presence of:

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name of Purchaser

\_\_\_\_\_  
Print Name of Witness

**ACCEPTANCE**

I, \_\_\_\_\_ the undersigned owner of the property described herein, hereby accept the offer and agree to complete the sale in the terms and conditions as set out above.

SIGNED AND DATED at \_\_\_\_\_, Alberta, at \_\_\_\_\_ am/pm on \_\_\_\_\_.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name of Purchaser

\_\_\_\_\_  
Print Name of Witness

**FINAL SIGNING** of this contract occurred at \_\_\_\_\_ am/pm on \_\_\_\_\_, \_\_\_\_\_. Initials of the person(s) who signed last \_\_\_\_\_.

**CONVEYANCING**

Vendor's Lawyer Dennis Pike - Dennis W Pike Professional Services

Lawyer's Address 5220 – 50<sup>th</sup> Ave Wetaskiwin, AB T9A 0S8

Lawyer's Phone (780)352-3305 Fax (780)352-2711

Purchaser's Lawyer \_\_\_\_\_

Lawyer's Address \_\_\_\_\_

Lawyer's Phone \_\_\_\_\_ Fax \_\_\_\_\_