

**AGREEMENT FOR TRANSFER OF EXCLUSIVE USE AGREEMENT**

THIS AGREEMENT MADE IN DUPLICATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_\_.

**BETWEEN:**

\_\_\_\_\_, of the city/town of \_\_\_\_\_, in the Province of Saskatchewan,  
(hereinafter called the "Vendor"),

OF THE FIRST PART

-and-

\_\_\_\_\_, of the city/town of \_\_\_\_\_, in the Province of Saskatchewan,  
(hereinafter called the "Purchaser")

OF THE SECOND PART

**MEMORANDUM OF AGREEMENT FOR TRANSFER OF POPLAR BEACH CAMPGROUND EXCLUSIVE USE SITE**

1. The Vendor hereby agrees to sell and the Purchaser, having inspected the property, hereby agrees to purchase the Vendor's right to exclusive use, in the Province of Saskatchewan, Poplar Beach Campground at Wakaw Lake and legally described as follows:

1/135 interest in surface parcel #149880561

Exclusive use of R.V. site designated as Site # \_\_\_\_\_ as shown on the attached Plan

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 hereinafter expressly excepted, at and for the full purchase price of \_\_\_\_\_ **XX/100 DOLLARS** and the said purchase price shall be payable to the Vendor at Saskatoon, Saskatchewan, or such other place as the Vendor may, from time to time, designate and shall be payable as follows:

- (a) By way of deposit the sum of \_\_\_\_\_ **XX/100 DOLLARS** to be made upon execution of this Agreement, which sum shall be a non-refundable deposit in the event that the Purchase fails to complete the sale and purchase of the subject site.
- (b) The balance of the said purchase price of approximately \_\_\_\_\_ **XX/100 DOLLARS** plus or minus adjustments as to taxes and all other outgoings and income to be paid in cash on or before the \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_\_, or if subsequent to that date, the said sum of \_\_\_\_\_ **XX/100 DOLLARS** together with interest thereon at the rate of \_\_\_\_\_% per annum calculated from the \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_\_ to the date that such funds are received by the Vendor or to the Vendor's solicitor, as the case may be.
- (c) The said purchase price and adjustments shall be held in trust and paid to the Vendor immediately upon title issuing in the name of the Purchaser.
- (d) The foregoing provision for the payment of interest shall not be deemed to vary the due date for payment of the balance of the purchase price nor to abrogate or limit, in any way, the Vendor's remedies upon default in payment of monies as set forth in clause (b) on the due date therefore.
- (e) The purchase price shall include: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- (f) The purchase price **does not** include the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- (g) The Vendors will pay for the preparation of the transfer authorization and all fees in connection with the discharge of the Vendor's encumbrances required to be removed. The Purchaser shall pay for the registration costs to transfer title to the Purchase.

2. Taxes, rents, insurance, utilities, Poplar Beach Campground Owners Corp. membership fees and other necessary adjustments, including damage deposits, shall be calculated as of the \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_\_.

3. The purchaser shall have the right to vacant possession of the said land on the \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_\_.

4. Notwithstanding anything herein contained, it is further understood and agreed:  
If the Purchaser fails to execute any required conveyance or other documents relating to this sale when prepared or fails to pay any required payment or to comply with any of the terms in this Agreement, this agreement shall be void at the Vendor's option and the deposit shall be forfeited to the Vendor.

(a) That the Vendor transfers and assigns to the Purchaser all rights pursuant to Exclusive Use Agreement and Security Interest entered into between the Vendor and Poplar Beach Campground Owners Corp.

(b) That the Purchaser acknowledges receipt of Rules and Regulations of Poplar Beach Campground Owners Corp. and By-Laws of Poplar Beach Campground Owners Corp.

(c) That it is a term of this transaction that the Purchaser apply for membership to the Poplar Beach Campground Owners Corp.

5. The parties hereto hereby agree that the purchase price of \_\_\_\_\_ **XX/100 DOLLARS** is for the purchase of the 1/135 interest in the said surface parcel, and for the transfer and assignment of the exclusive use to the said Site together with fixtures and any other chattels which may be found in 1(e) and on the said site and premises at possession date belonging to the Vendor.

6. The Vendor and Purchaser warrant that they are residents of Canada. There are no other representations or warranties expressed or implied made by the Vendor to the Purchaser.

7. The terms "Vendor" and "Purchaser" and references thereto herein shall include the executors, administrators and assigns of the Vendor and Purchaser, respectively and the said terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine gender when the context so requires.

8. Time shall be in every respect of the essence of this Agreement.

9. The following conditions must be satisfied for the sale to become final:

(a) The Purchaser's ability to purchase the Property is contingent upon the Purchaser's ability to obtain financing in the aforesaid purchase amount ( \_\_\_\_\_ **XX/100 DOLLARS.**)

(b) On or before the \_\_\_\_\_ of \_\_\_\_\_, **20**\_\_\_\_\_, The Purchaser shall provide the Vendor a notice from a credible financial institution verifying the availability of the funds to close.

(c) In the event the Purchaser fails to produce the aforementioned letter or other acceptable verification by the date above, this Agreement may be terminated at the election of the Vendor with written notice provided to the Purchaser within 1 day from the date in 9(b).

(d) Purchaser agrees to satisfy all conditions in a timely manner.

**IN WITNESS WHEREOF** the Vendors have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_\_.

SIGNED, SEALED AND DELIVERED)

By the above-named Vendors )

In the presence of: )

)

\_\_\_\_\_ )

WITNESS

\_\_\_\_\_

\_\_\_\_\_

**IN WITNESS WHEREOF** the Purchasers have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_\_.

SIGNED, SEALED AND DELIVERED)

By the above-named Vendors )

In the presence of: )

)

\_\_\_\_\_ )

WITNESS

\_\_\_\_\_

\_\_\_\_\_