

# ***3<sup>rd</sup> Annual Land Auction Event***



*Thursday December 6, 2012*  
*2 Quarters - Prime Location*  
*East 1/2 of 15-44-16-3*  
*RM of North Battleford*

***BIDDER***  
***INFORMATION***  
***PACKAGE***



REAL ESTATE  
DIVISION INC

Box 1807, North Battleford, SK S9A 3W8  
*Office Location: 3 miles east of North Battleford, SK along Highway #16.*  
Phone 306-445-5000 • Fax 306-445-5003 • Toll Free 1-800-529-9958

## Purchase Information Letter

Dear Prospective Purchaser:

Thank you for your interest in the upcoming real estate auction.

We have prepared information included in this document on behalf of the seller, to assist you in performing your own due diligence of the property or properties.

All information contained within this document is believed to be accurate and correct.

However, neither the seller, its affiliates, agents, nor KRAMER AUCTION - REAL ESTATE DIVISION INC. or its representatives make any warranties or guarantees, either express or implied, regarding the accuracy or completeness of any information contained herein.

Consequently, it is up to you to verify this, any, and all information to your own satisfaction prior to any sale: Bidders must conduct and rely solely upon their own investigation and inspection of the property or properties.

In addition to thoroughly reviewing all information available we recommend that you seek legal and professional advice prior to bidding at the auction.

Also, please carefully review the Terms and Conditions of Sale included in this package

If you require additional information, please contact us at KRAMER AUCTION - REAL ESTATE DIVISION INC.

We look forward to seeing you at the auction event.

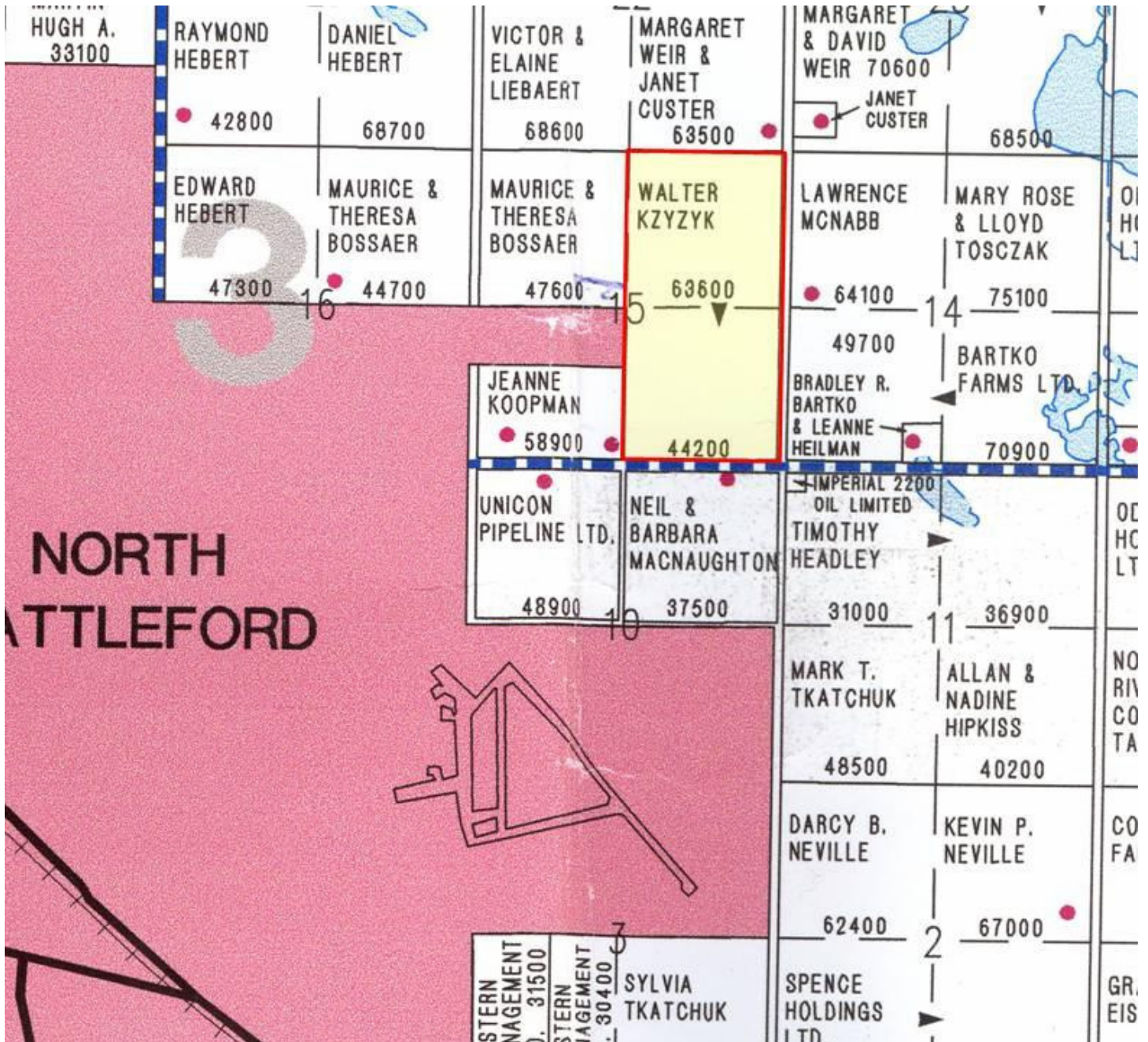
Sincerely,

A handwritten signature in black ink, appearing to read "Ed Truelove".

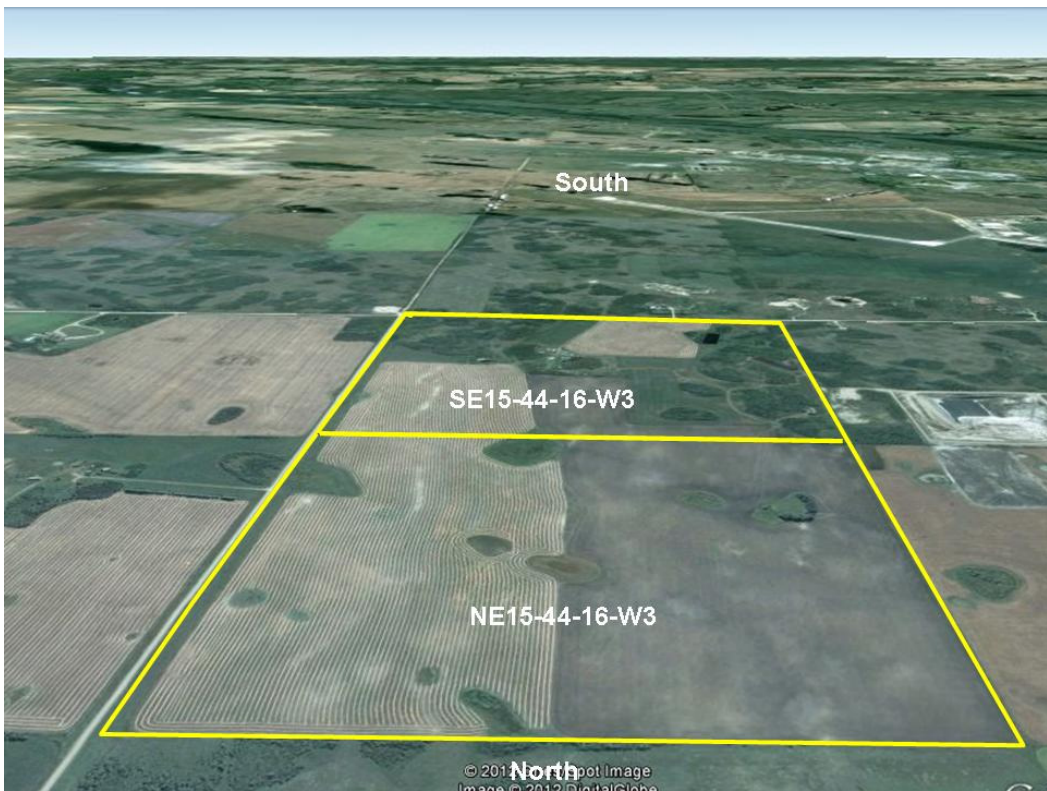
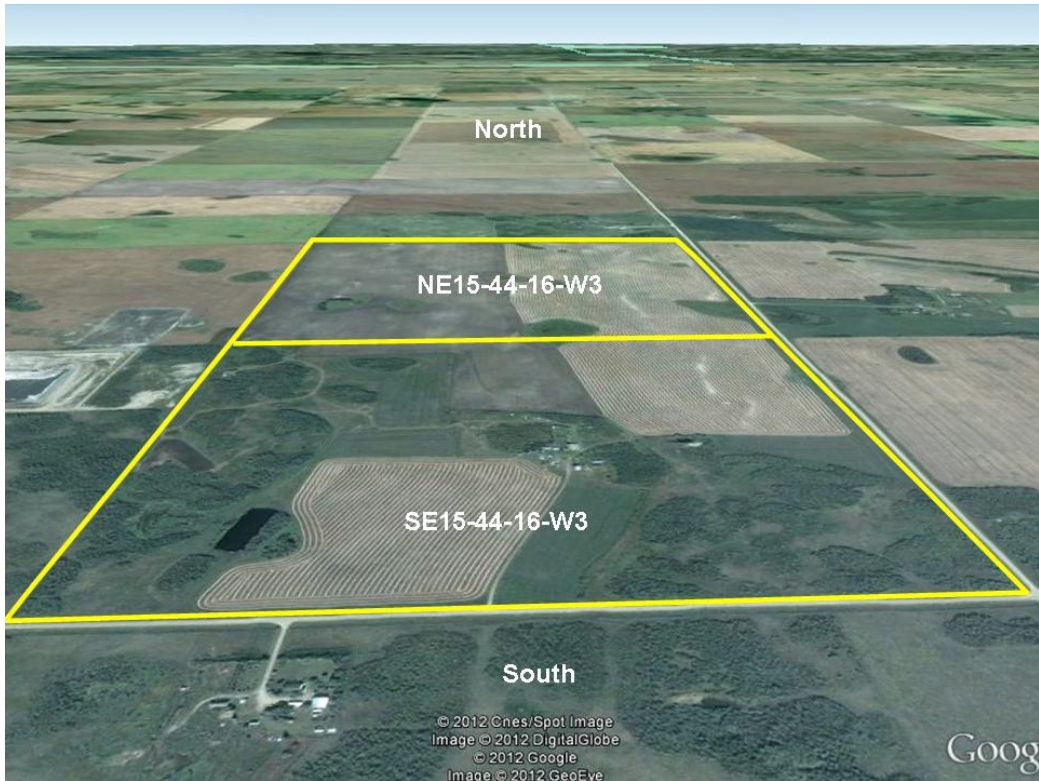
ED TRUELOVE, BROKER  
KRAMER AUCTION - REAL ESTATE DIVISION INC



- **SE15-44-16-3 44,200 asmnt; 160 ac total; 85 ac cult; 75 ac waste (could be cultivated) 2012 Taxes: 454.23**
- **NE15-44-16-3 63,600 asmnt; 160 ac total; 147 ac cult; 13 ac waste. 2012 Taxes: 643.98**



The above information is from sources believed to be reliable but should not be relied upon without verification.  
Kramer Auctions – Real Estate Div Inc assumes no responsibility for its accuracy.



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Kramer Auctions – Real Estate Div Inc assumes no responsibility for its accuracy.



Today's Date: Thursday, September 13, 2012

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**PROPERTY INFORMATION**

Parcel I.D.: **200138170**

Assessment ID Number: **437-000615100**

**Property Information**

Address:	
Municipality:	<b>NORTH BATTLEFORD (RM)</b>
Roll Status:	<b>MC</b>
Last Updated:	<b>Thursday, June 14, 2012</b>
Neighbourhood:	<b>100</b>
Legal Land Description (LLD):	<b>Qtr NE Sec 15 Tp 44 Rg 16 W 3 Sup</b>
Tax Class and Percentage Adjustment:	<b>Other Agricultural</b>
Predominant Use:	<b>Arable Land</b>
Valuation Method:	<b>Agricultural Land Productive Capacity Method</b>
100% Assessed Value:	<b>\$63,600</b>

**Value Information**

Component	Liability Sub-division	100% Assessed Value	Tax Class and Percentage Adjustment	Total Assessed Value after % Adjustment	Taxable Assessed Value	Exempt Assessed Value	Over-Ride Reason
Land	1	\$63,600	Other Agricultural 55%	\$34,980	\$0	\$0	
<b>Total</b>		<b>\$63,600</b>		<b>\$34,980</b>	<b>\$0</b>	<b>\$0</b>	

**Land Information**

Total Acres:	<b>160</b>	
Unit Type:	<b>Acres</b>	
<b>Cultivated Acres</b>	<b>Pasture/Hay Acres</b>	<b>Waste Acres</b>
147		13

[View Map](#)



Today's Date: Thursday, September 13, 2012

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## PROPERTY INFORMATION

Parcel I.D.: **200138238**

Assessment ID Number: **437-000615300**

### Property Information

Address:	
Municipality:	<b>NORTH BATTLEFORD (RM)</b>
Roll Status:	<b>MC</b>
Last Updated:	<b>Thursday, June 14, 2012</b>
Neighbourhood:	<b>100</b>
Legal Land Description (LLD):	<b>Qtr SE Sec 15 Tp 44 Rg 16 W 3 Sup</b>
Tax Class and Percentage Adjustment:	<b>Other Agricultural</b>
Predominant Use:	<b>Arable Land</b>
Valuation Method:	<b>Agricultural Land Productive Capacity Method</b>
100% Assessed Value:	<b>\$44,200</b>

### Value Information

Component	Liability Sub-division	100% Assessed Value	Tax Class and Percentage Adjustment	Total Assessed Value after % Adjustment	Taxable Assessed Value	Exempt Assessed Value	Over-Ride Reason
Land	1	\$43,200	Other Agricultural 55%	\$23,760	\$0	\$0	
Land	1	\$1,000	Residential 70%	\$700	\$0	\$0	
<b>Total</b>		<b>\$44,200</b>		<b>\$24,460</b>	<b>\$0</b>	<b>\$0</b>	

### Land Information

Total Acres:	<b>160</b>	
Unit Type:	<b>Acres</b>	
<b>Cultivated Acres</b>	<b>Pasture/Hay Acres</b>	<b>Waste Acres</b>
85	75	

[View Map](#)





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REAL ESTATE  
DIVISION INC

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Box 1807, North Battleford, SK S9A 3W8  
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# SAMPLE CONTRACT OF PURCHASE AND SALE

This document is similar to the contract that will be used in the purchase of the property by the successful bidder.

Please read over carefully and ask us to explain anything that you are uncertain about or do not understand





**AGREEMENT OF PURCHASE AND SALE**

THIS AGREEMENT MADE IN DUPLICATE this \_\_\_ day of \_\_\_\_\_, 20\_\_

BETWEEN:

**SELLER(s):** \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

AND:

**BUYER(s):** \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

1. **Property:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Bid Price:** \$ \_\_\_\_\_ Canadian Dollars), payable as follows:

(a) A deposit of \$ \_\_\_\_\_ payable to the Auctioneer, immediately following the sale, to be held in trust by the Auctioneer pursuant to the terms of this Agreement. The deposit shall be non-refundable except as provided in paragraph 9 of this agreement.

(b) Payment of the sum of \$ \_\_\_\_\_  
The balance of the purchase price less the deposit shall be payable to the Seller or Seller's lawyer in trust no less than 5 days before the Closing Date.

3. **Sale Date:** \_\_\_\_\_  
DD/MM/YYYY

FOR OFFICE USE ONLY:  
RECEIVED AND ACKNOWLEDGED BY

RE: (PROPERTY DESCRIPTION) \_\_\_\_\_



Agent / Auctioneer Initials: \_\_\_\_\_

BUYER'S INITIALS / DATE / TIME

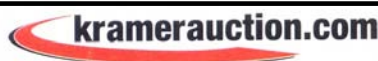
4. **Closing Date:** The Closing Date shall be the 30th day following the day of the auction sale, as specified in paragraph 3. The Buyer represents that he has sufficient funds available to close this sale on the Closing Date. This Agreement is not subject to financing.
5. The **Buyer** agrees to pay to the **Seller** interest at the Bank of Canada Overnight Rate Target at the Closing Date plus 4% per annum, on any portion of the Purchase Price, less mortgages or other encumbrances assumed, not received by the **Seller**, his/her solicitor or his/her Brokerage as at the Closing Date, the interest to be calculated from the Closing 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 Purchase Price (with interest as aforementioned).
6. **Closing Costs:** Each party shall be responsible for their own legal fees. It shall be the responsibility of each party to retain the services of lawyers and any other required professionals well in advance of the Closing Date to ensure that both parties are in a position to close on the Closing Date.
7. **Agency:** The Buyer acknowledges that the Auctioneer is the agent of the Seller only.
8. **Obligations of the Seller:** The Seller will deliver all necessary title transfer documentation in registerable form to the Buyer no later than noon of the Closing Date in order that the title can register in the name of the Buyer free and clear of all encumbrances except rights of way in favour of utilities and public authorities, registered easements and the following:
9. **Breach of Contract by the Seller:** If the Seller defaults in the delivery of clear title as specified herein, the Buyer may terminate this Agreement and shall be entitled to a return of the deposit or, seek specific performance of this Agreement.
10. **Risk:** In the event that there are buildings on the property, the same shall be at the risk of the Seller until the Closing Date. In the event that this Agreement pertains to residential property, any substantial loss or damage to the property that substantially alters its condition from the time of sale, this shall entitle the Buyer to terminate this contract and demand the return of the deposit if such damage is not remedied.
11. **Taxes:** Taxes shall be adjusted as of the Closing Date.
12. **Residency:** In the event that the Seller is a non-resident of Canada, the Seller acknowledges that he shall comply with the Income Tax Act of Canada upon completion of the sale.
13. **Obligations of the Buyer:** The Buyer acknowledges that there are no contingencies closing this transaction other than clear title as specified herein and that failure by the Buyer to pay the balance of the purchase price and close on or before the Closing Date shall result in a forfeiture to the Seller of the deposit paid.
14. **Property Disclosure Report:** The Buyer acknowledges receipt of a Property Disclosure Statement received prior to the date of the sale and that the Buyer has used his own due

diligence to inspect the property and that the Buyer will not have a remedy for economic loss resulting from negligent errors, inaccuracies or omissions in the Disclosure Report against the Seller and specifically shall have no claim for any such loss against the Auctioneer.

15. **Inspection by Buyer:** The Buyer acknowledges that he has inspected the property to his satisfaction, including its condition for his purposes, compliance with all municipal bylaws and provincial legislation. The Buyer acknowledges that the Seller makes no warranties whatsoever about the property and disclaims any warranties of fitness for any particular purpose including the location of boundaries or environmental conditions.
16. **Fixtures and Improvements:** All fixtures and improvements attached to the land are included in the sale price. The parties acknowledge that there are no warranties, representations or collateral agreements made by either party or the Auctioneer relating to any additional property and that this is the entire Agreement between them, except for the following items:
17. **Adjustments:** Adjustments for all items not otherwise dealt with in this Agreement, including taxes, rents, insurance, damage deposit shall be adjusted as at the Closing Date and shall be the responsibility of the Buyer commencing on the Closing Date, for the entire Closing Date.
18. **Merger:** The parties agree that any outstanding agreement, representation or warranty contained in this Agreement shall not merge with or survive the transfer of title to the property and closing of this sale, and shall be enforceable by the Buyer after such transfer.
19. **Time is of the essence of this Agreement.**
20. **Binding Agreement:** The parties acknowledge that this Agreement constitutes a binding agreement between them and that all obligations included herein shall be binding on each of them as the case may be.
21. **Seller's Address:** For the purpose of receiving or giving notice pertaining to any issue in this Agreement, the Seller(s) may be contacted at the following address:

Street Address/Box #: \_\_\_\_\_  
City/Town: \_\_\_\_\_  
Postal Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Cell Phone #: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Seller's Solicitors: \_\_\_\_\_ (Firm Name)  
\_\_\_\_\_ (Name of Lawyer)  
\_\_\_\_\_ (City/Town)  
\_\_\_\_\_ (Telephone/Contact info)



Agent / Auctioneer Initials: \_\_\_\_\_

FOR OFFICE USE ONLY:  
RECEIVED AND ACKNOWLEDGED BY

BUYER'S INITIALS / DATE / TIME

RE: (PROPERTY DESCRIPTION) \_\_\_\_\_

22. **Buyer's Address:** For the purpose of receiving or giving notice pertaining to any issue in this Agreement, the Buyer(s) may be contacted at the following address:

Street Address/Box #: \_\_\_\_\_  
City/Town: \_\_\_\_\_  
Postal Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Cell Phone #: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Buyer's Solicitors: \_\_\_\_\_ (Firm Name)  
\_\_\_\_\_ (Name of Lawyer)  
\_\_\_\_\_ (City/Town)  
\_\_\_\_\_ (Telephone/Contact info)

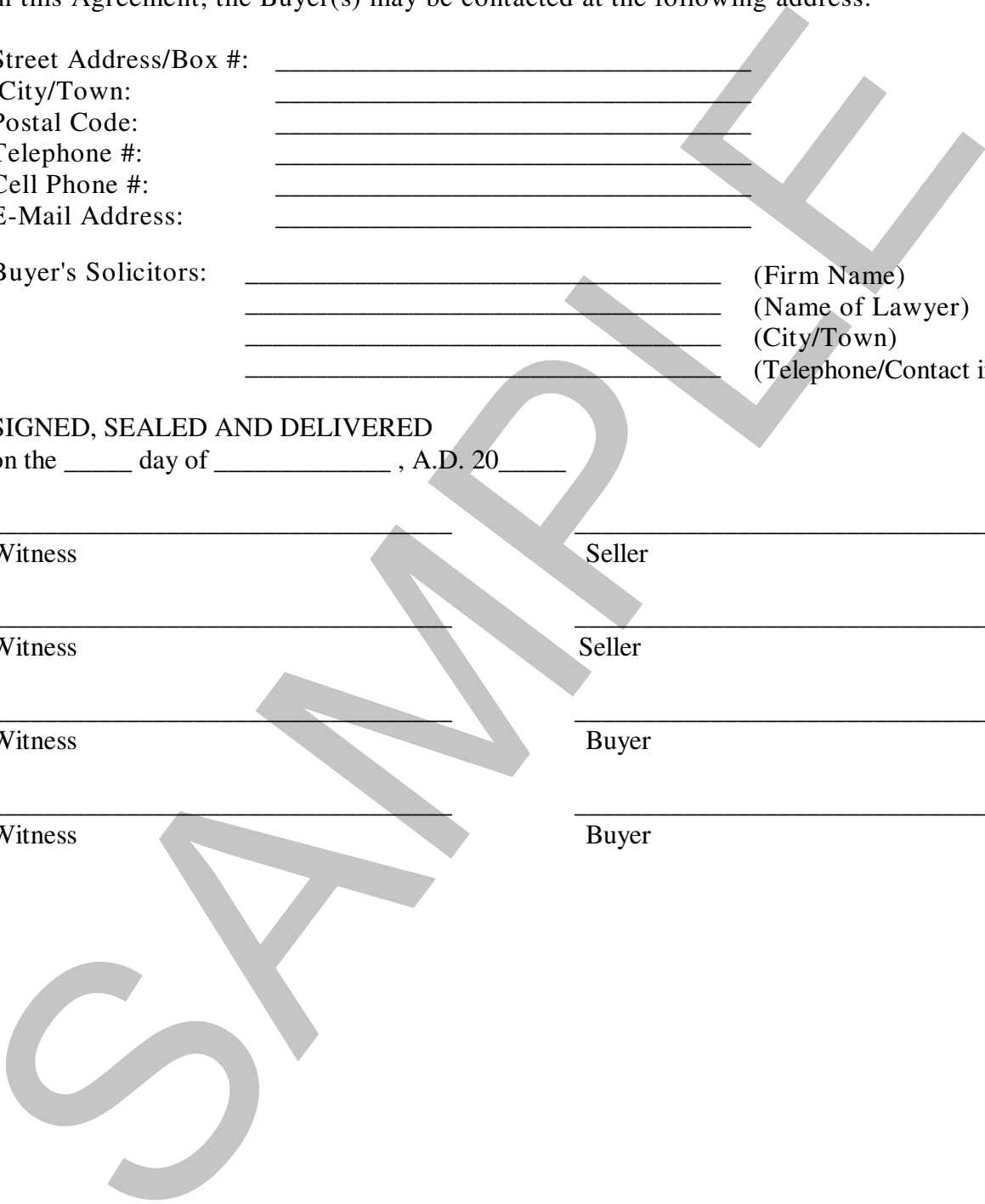
SIGNED, SEALED AND DELIVERED  
on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_

\_\_\_\_\_  
Witness Seller

\_\_\_\_\_  
Witness Seller

\_\_\_\_\_  
Witness Buyer

\_\_\_\_\_  
Witness Buyer



# FINTRAC

If you are the successful bidder, you will be required by Federal Law to complete a Fintrac ID Form.

This FINTRAC Information Brochure explains the process and the requirement, followed by a sample Individual ID Form and a sample Corporate ID Form



NOTE: A Corporation/Entity Identification Information Record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Act. This Record must be completed by the REALTOR® whenever they act in respect to the purchase or sale of real estate. It is recommended that the Corporation/Entity Identification Information Record be completed (i) for a buyer when the offer is submitted and/or a deposit made (ii) for a seller when the seller accepts the offer.

**Transaction Property Address:** .....  
.....  
.....

**Sales Representative/Broker Name:** .....

**Date:** .....

---

## A. Verification of Corporation

**1. Name of corporation:** .....

**2. Corporate Address:** .....  
.....  
.....

**3. Nature of Principal Business:** .....

**4. Name of Directors:** .....

As set out in certificate of corporate status or other record confirming corporation's existence.  
.....

### 5. Type and Source of Verification Record:

Must confirm existence of the corporation (e.g., certificate of corporate status, published annual report, government notice of assessment). If record is in paper format, a copy must be kept. If record is an electronic version, a record of the corporation's registration number and type and source of record (e.g., Corporations Canada website) must be kept.

**6. Registration number of corporation:** .....

### 7. Copy of corporate record showing authority to bind corporation regarding transaction:

(e.g., certificate of incumbency, articles of incorporation, by-laws setting out officers duly authorized to sign on behalf of corporation)



B. Verification of Other Entity (if applicable)

1. Name of other entity: .....

2. Address: .....

3. Nature of Principal Business: .....

3. Type of Verification Record: .....  
Must confirm existence of other entity (e.g., partnership agreement, articles of association).

5. Source of Record: .....  
Record may be paper or an electronic version. If record is in paper format, a copy must be kept. If record is an electronic version, a record of the entity's registration number and type and source of record must be kept.

6. Registration number: .....

C. Verification of Third Parties (if applicable)

NOTE: Complete this section of the form when a client is acting on behalf of a third party. Where you cannot determine if there is a third party, but there are reasonable grounds to suspect the client is acting on behalf of a third party, you must keep a record of that fact.

1. Name of third party: .....

2. Address: .....

3. Date of Birth: .....

4. Nature of Principal Business or Occupation: .....

5. Incorporation number and place of issue (if applicable): .....

6. Relationship between third party and client: .....



NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® whenever they act in respect to the purchase or sale of real estate. It is recommended that the Individual Identification Information Record be completed.

- (i) for a buyer when the offer is submitted and/or a deposit made, and
- (ii) for a seller when the seller accepts the offer.

**Transaction Property Address:** .....

.....

.....

**Sales Representative/Broker Name:** .....

**Date:** .....

## A. Verification of Individual

NOTE: This section must be completed for clients that are individuals or unrepresented individuals who are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where an unrepresented individual refuses to provide identification after reasonable efforts are made to verify that identification, a REALTOR® must keep a record of that refusal and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves property from the proceeds of crime, or terrorist activity. Where you are using an agent or mandatary to verify an individual, see procedure described in CREA's FINTRAC Compliance booklet.

**1. Full legal name of individual:** .....

**2. Address:** .....

.....

.....

**3. Date of Birth:** .....

**4. Nature of Principal Business or Occupation:** .....

**5. Type of Identification Document\*:** .....

(must view the original, see below for list of acceptable documents)

**6. Document Identifier Number:** .....

**7. Issuing Jurisdiction:** .....

(Provincial, Territorial, or Federal Government)

**8. Document Expiry Date:** .....

(must be valid and not expired)

\*Acceptable identification documents: birth certificate, driver's licence, provincial health insurance card (not acceptable if from Ontario, Manitoba or Prince Edward Island), passport, record of landing, permanent resident card, old age security card, a certificate of Indian status, or SIN card (although SIN numbers are not to be included on any report sent to FINTRAC). Other acceptable identification documents: provincial or territorial identification card issued by the Insurance Corporation of British Columbia, Alberta Registries, Saskatchewan Government Insurance, the Department of Service Nova Scotia and Municipal Relations, the Department of Transportation and Public Works of the Province of Prince Edward Island, Service New Brunswick, the Department of Government Services and Lands of the Province of Newfoundland and Labrador, the Department of Transportation of the Northwest Territories or the Department of Community Government and Transportation of the Territory of Nunavut. If identification document is from a foreign jurisdiction, it must be equivalent to one of the above identification documents.

## WHAT YOU NEED TO KNOW ABOUT “FINTRAC”

### **On June 23rd, 2008 new federal money laundering and anti-terrorist financing regulations came into effect that require real estate agents and brokers to collect personal identification information from buyers and sellers.**

Your REALTOR® requires this identification information to comply with the law. It is the federal Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA) that requires financial institutions and real estate agents, among other professionals and services covered by the legislation, to identify customers who conduct financial transactions.

These include depositing funds or buying and selling real estate. The Act also requires real estate agents to keep these identification records for five years.

Canada has had substantial anti-money laundering and terrorist financing legislation since 2001. Since then REALTORS® have had a legal responsibility in Canada's efforts to combat money laundering and terrorist financing, by reporting any cash transactions of \$10,000 or more, or reporting suspicious real estate transactions.

Those original legal requirements still exist but under these new regulations, REALTORS® must now document personal information and proof of the identity of their client in each and every transaction, including occupation. If the client is a corporation, REALTORS® must obtain official corporate documents, and the names of directors. If the buyer or seller is in another city, province or country and no in-person meeting is held, REALTORS® must now use an agent or “mandatary” to identify third parties.

The new compliance requirements effect even a buyer or seller not using the services of a licensed real estate practitioner. If there is a real estate agent involved in the transaction, they are also required by law to now verify that private buyer or seller's information as well.

REALTORS® must also complete a report for ALL funds they receive during the real estate transaction, not just those of \$10,000 or more.

### **What your REALTOR® needs to do to comply with the law.**

The real estate agent you are dealing with is required by law to ask for and verify your personal information. By providing this information when requested, you will ensure that they can meet their legal obligations. The Act requires REALTORS® to keep identification records, and track all funds (not just large amounts of cash) provided during the real estate transaction.

#### **ID Please**

Under the new rules, REALTORS(r) are required to obtain, record, and retain the personal information of their clients, including date of birth and occupation. To do this, they must ask for a government-issued identification document such as a drivers license, passport, or residency card. You should not provide your Social Insurance card as identification.

REALTORS® are required to keep a record of this information on file in the brokerage for a period of five years. For the purpose of compliance with this law, REALTORS® are not required to keep photocopies of government issued ID, just the factual data contained on it. However, your REALTOR® may make a photocopy of your ID because of other requirements related to the real estate transaction.

#### **Are you a private seller or buyer?**

If you are not represented by a real estate agent in this process – in other words, you are buying or selling privately – the law requires the real estate agent that is involved representing the other party, to request your personal information and keep that information on file.

### **Is there anyone else involved?**

There are aspects of your real estate transaction that might prompt the real estate agent you are dealing with to ask you for more information. For instance, you may be asked whether you are acting on behalf of a third party while conducting your transaction. This basically means you are following the instructions of someone else in completing the transaction, or someone else (individual or company) is involved in financing the transaction.

If there is a third party involved, your REALTOR® is also required by law to obtain their identification information, and keep that information on file for five years.

### **Details of the deposit**

Every time funds are received by a REALTOR® (e.g. a deposit) during the course of a real estate transaction, they are required to record the amount received and how it was obtained. Your real estate agent then must record this information, and also keep it on file at the brokerage for a five year period.

### **Your information is kept confidential**

The only reason the REALTOR® keeps your personal information on file is to comply with the new federal laws. It will not be used in any commercial way, and will not be provided to anyone else except in response to a request from the federal agency responsible for compliance, the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC). The law requires these files be kept at the brokers office for five (5) years.

## **What you need to know about this new federal law.**

While Bill C-25 is Canada's newest legislative attempt to curtail money laundering and terrorist financing, we have had legislation since 2001 that required designated industries in Canada (including real estate) to report suspicious transactions and large cash transactions of \$10,000 or more.

### **Money laundering**

Money laundering is the process used to disguise the source of money or assets derived from criminal activity. This illegal activity can include drug trafficking, smuggling, fraud, extortion and corruption. Criminals must launder the profits and proceeds from these crimes to be able to enjoy them. The scope of criminal proceeds is significant; the International Monetary Fund (IMF) estimated that some \$500 billion (U.S.) is laundered worldwide each year.

### **Terrorist financing**

Terrorist financing operates somewhat differently from money laundering. While terrorist groups do generate funds from criminal activities such as drug trafficking and arms smuggling, they also obtain revenue through legal means. Supporters of terrorist causes may, for example, raise funds from their local communities by hosting events or membership drives. In addition, some charity or relief organizations may unknowingly become the route where donors contribute funds that may eventually be used to commit a terrorist act.

## **How does FINTRAC assist law enforcement and security agencies?**

The Financial Transactions and Reports Analysis Centre of Canada, or FINTRAC, collects, analyzes and discloses financial information and intelligence on suspected money laundering and terrorist financing activities. It was created as part of a Canadian government initiative to fight money laundering and terrorist financing. Although it operates at arms length from law enforcement, FINTRAC's primary role is to provide law enforcement agencies with information to help them with their investigations.

***FINTRAC is required by law to protect the personal information it receives from unauthorized disclosure.***

## Who must report to FINTRAC?

The following persons and entities must report suspicious and certain other transactions to FINTRAC:

- real estate brokers and agents;
- financial entities including banks, credit unions, caisses populaires, trust and loan companies and agents of the Crown that accept deposit liabilities;
- life insurance companies, brokers or agents;
- securities dealers, portfolio managers and investment counsellors who are provincially authorized;
- persons engaged in the business of foreign exchange dealing;
- money services businesses;
- accountants and accounting firms when carrying out certain activities on behalf of their clients;
- casinos; and
- individuals and any entity importing or exporting currency or monetary instruments (such as a money order) of \$10,000 or more.

Additional information about this federal initiative, the federal legislation, and the role of FINTRAC in the reporting system is available at [www.fintrac-canafe.gc.ca](http://www.fintrac-canafe.gc.ca).



## TERMS & CONDITIONS

### PROPERTY WILL BE OFFERED BY PUBLIC AUCTION IN INDIVIDUAL PARCELS – HIGH BIDDERS CHOICE.

A non-refundable deposit of 10% of the purchase price will be required from the successful bidder on sale day. Balance of the purchase price must be paid in full within 30 days of sale date. Possession to be upon completion of payment and transfer of title. 2013 taxes to be paid by Buyer. Buyer and Seller will be responsible for their own legal fees.

Final bid will be subject to seller's approval on sale day.

Any GST/PST applicable to the sale of the property is the responsibility of the Buyer and is NOT included in the bid price.

- THE PROPERTY WILL BE SOLD AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED.
- ALL ANNOUNCEMENTS ON AUCTION DAY TAKE PRECEDENCE OVER PREVIOUSLY ADVERTISED INFORMATION.
- **PROPERTY TO BE SOLD WITHOUT WARRANTY.** All dimensions and descriptions are approximations only based upon the best information available and are subject to possible variation. Sketches may not be drawn to scale and photographs may not depict the current condition of the property. Bidders should inspect the property and also review all the pertinent documents and information available, as each bidder is responsible for evaluation of the property and shall not rely upon the Seller, Broker or Auctioneer, their Employees or Agents. The property will be sold AS IS and without any warranties or representations, express or implied.
- **ENVIRONMENTAL DISCLAIMER.** The Seller, Broker and Auctioneers do not warrant with respect to the existence or nonexistence of any pollutants, contaminants or hazardous waste prohibited by federal, provincial or local law. Buyer is responsible for inspection of the property prior to purchase for conditions including but not limited to water quality, seepage, septic and sewer operation and condition, radon gas, asbestos, presence of lead based paint, and any and all structural or environmental conditions that may affect the usability or value of the property. No warranties are made as to the existence or nonexistence of water wells on the property, or the condition of any wells.
- **SELLER'S PERFORMANCE.** The Seller has agreed to the terms of the sale as published. However, the Broker and Auctioneer make no warranties or guarantees as to the Seller's performance.
- **AGENCY DISCLOSURE:** KRAMER AUCTIONS – REAL ESTATE DIVISION INC and/or NEIL KRAMER AUCTION SALES LTD. **is representing the Seller** and will be paid by the seller.
- **BIDDING PROCEDURE**

As a buyer you have two objectives to accomplish:

  1. Purchasing the property.
  2. Purchasing the property at a price you can afford.
  - How is this accomplished:
    - a. Estimate comparative value.
    - b. Experienced buyers always decide what to pay before the bidding begins.
    - c. Inspect the property carefully.
    - d. Compare with other properties available in the area.
    - e. Check the selling price of previously sold properties.
    - f. Discuss your buying plans with a lender. Have your financing arrangements made in advance.
    - g. This sale is not subject to financing.
- **THE BIDDING STRATEGY**
  - a. Research and know the value of the property.
  - b. Have your financing arranged before the auction.
  - c. Establish your highest and best bid before the bidding begins.
  - d. Make your bids promptly to force other bidders up or out without delay.