Term

1.

City and the Brokerage agree as follows:

consideration, the receipt and sufficiency of which is hereby acknowledged by the Brokerage, the

IN CONSIDERATION OF the mutual covenants herein contained, and other good and valuable

Land to the Buyer.

Brokerage a commission, should the Brokerage’s efforts and actions result in the sale of the Sale

The Brokerage acts as the agent for the Buyer, and the City is prepared to pay to the

D.

namely, (the “Buyer”).

The Brokerage advises that it represents a party who is interested in the Sale Land as buyer,

applicable Goods and Services Tax (the “Commission”).

Sale Land as defined in the sale agreement with the Buyer, less all applicable MLS fees, plus

% thereafter to $1,000,000.00, and % thereafter on the balance of the sale price for the

The City shall pay to the Brokerage a commission of % on the first $100,000.00 and

C.

Commission

2.

**\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_.**

later of the payment of the Commission (as later defined) to the Brokerage or the \_\_\_\_\_\_\_

**day of**

This Agreement shall commence upon the date of full execution by all parties and expire on the

THE CITY OF EDMONTON

(the “Brokerage”)

- and -

(the “City”)

The Brokerage is a licensed real estate brokerage in the Province of Alberta.

B.

(the “Sale Land”).

EXCEPTING THEREOUT ALL MINES AND MINERALS

THIS AGREEMENT MADE BETWEEN:

LOT

BLOCK

PLAN

The City is the registered owner of the land legally described as:

A.

Services Tax from the Deposit and shall forthwith pay the balance of the Deposit to the City. If the

The Brokerage represents and warrants to the City that as of the date of this Agreement, the

No Interest in Buyer

4.

sale agreement, the Brokerage shall pay the Deposit to the City upon the City’s request.

sale of the Sale Land is terminated and the Buyer is to forfeit the Deposit in accordance with the

Brokerage has no legal, equitable or financial interest in the Buyer whatsoever, and without

the Commission, the Brokerage may deduct the Commission and any applicable Goods and

agreement with the Buyer, and upon receipt of written confirmation from the City of the amount of

Brokerage, then upon the completion of the sale of the Sale Land in accordance with the sale

If the deposit for the sale of the Sale Land to the Buyer (the “Deposit”) is held in trust by the

Where Deposit is Held by Brokerage

3.

Act (Alberta) as amended from time to time and any successor legislation, and warrants to the City

accordance with all applicable laws.

as of the date of the payment of the Commission, the Brokerage is duly licenced in

(b)

party to a written service agreement with the Buyer; and

as of the date of the execution of this Agreement by the Brokerage, the Brokerage is

(a)

that:

The Brokerage shall comply with all applicable laws, including, without limitation, the Real Estate

Compliance with Laws and Brokerage’s Warranties

5.

limiting the generality of the foregoing, as a shareholder or director.

The Commission shall be paid by the City to the Brokerage (unless the Brokerage holds the deposit

service or disbursement fees.

City to the Brokerage with regard to the sale of the Sale Land, including, without limitation, any

The Brokerage expressly agrees with the City that there is no other compensation payable by the

between the City and the Buyer.

Buyer and the title to the Sale Land has been transferred in accordance with the sale agreement

Brokerage and then only after the full sale price has been paid unconditionally to the City by the

in which case section 3 of this Agreement shall apply) after receipt of an invoice from the

The Brokerage expressly agrees that the Commission is only payable for the completion of the

a result.

if the Buyer should default, and the sale agreement with the Buyer is terminated as

(b)

for the sale of the Sale Land to a party other than the Buyer; or

(a)

- 2 -

including, without limitation:

Brokerage,

by the City to the

compensation whatsoever payable

any other

commission or

transaction contemplated in the sale agreement with the Buyer, and that there shall be no

the word “shall” is to be read and interpreted as mandatory and the word “may” is

9.

considered part of this Agreement.

the headings to the left of each paragraph are for reference only and are not to be

(d)

to be read and interpreted as permissive; and

Binding Agreement

(c)

Agreement, the context or the parties require;

the masculine gender shall include the feminine or a body corporate where in this

(b)

jointly;

and conditions of this Agreement shall bind the parties individually as well as

The City's address and facsimile number are:

to have been validly and effectively given and received on the date of transmission.

and received on the date of delivery. Any notice, if sent by facsimile transmission, shall be deemed

transmission. Any notice, if delivered, shall be deemed to have been validly and effectively given

this Agreement shall be in writing and shall be given by personal delivery or by facsimile

All notices, demands, approvals, consents, agreements, offers, payments or requests provided for in

singular number if there is more than one party named, and in such case, the terms

Notice

10.

administrators, successors and assigns of the City and the Brokerage.

The terms and conditions of this Agreement shall be binding upon the respective heirs, executors,

employees or agents, in the performance by the Brokerage of the provisions of this Agreement.

be sustained or incurred by the City in consequence of the act or omission of the Brokerage, its

The Brokerage shall indemnify the City from and against all loss, costs, and expenses which may

Indemnification

6.

the word “Brokerage” shall be read and interpreted as in the plural instead of the

(a)

In reading and interpreting this Agreement:

Definitions

8.

- 3 -

the City and the Brokerage.

be referred to the Executive Committee of the City whose decision shall be final and binding on

In the event of a dispute arising as to any matter with respect to this Agreement, such dispute shall

Disputes

7.

Represented by the Director of

Property Sales, Real Estate and Housing,

AS TO FORM:

THE CITY has executed this Agreement as of the \_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 .

APPROVED:

THE CITY OF EDMONTON, as

Bill Covey

(Seal)

M-317ma (Nov/16)

COM:

Sustainable Development

AS TO CONTENT:

Per:

Fax:

The Brokerage’s address and facsimile number are:

Phone:

Attention:

Phone: (780) 496-6555

Sustainable Development

Real Estate and Housing

Fax:

(780) 496-6577

10th Floor, Edmonton Tower

10111 – 104 Avenue N.W.

Edmonton, Alberta T5J 0J4

Attention:

Per:

WITNESS

(Seal)

THE BROKERAGE has executed this Agreement as of the \_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

11.

Disclosure

The City is a licensed Real Estate Brokerage in the Province of Alberta.

- 4 -

20 .

)

SIGNATURE OF OFFICER

)

)

)

20

this day of , )

)

in and for the Province of

COM :

M-819me (Feb 3/05)

Commission expires

Alberta

A Commissioner for Oaths

)

)

CANADA

in the Province of Alberta

)

TO WIT

of the City of Edmonton,

)

PROVINCE OF ALBERTA

I,

)

CORPORATE SIGNING AUTHORITY

AFFIDAVIT VERIFYING

I am authorized by the corporation to execute this instrument without

in the Province of Alberta

)

at the City of Edmonton

)

SWORN BEFORE ME

affixing a corporate seal.

2.

I am an officer of named in the within instrument.

1.

MAKE OATH AND SAY:

)