

Lease Terms and Conditions

The following terms and conditions are applicable to a lease of the land listed on this web page.

Bids are being accepted by the Ministry of Agriculture for an agricultural Crown lease on the vacant land listed on this web page. Leases are available for vacant land only. The bid amount does not include annual lease rental fees or annual municipal tax fees. Should these terms set out in this document conflict with any other section of the Buyer Terms and Conditions, the terms contained in this document shall prevail.

Unreserved Cash Sale: The land shall be leased to the highest eligible bidder (as determined by the Ministry of Agriculture Lease Policy).

Successful Bidder: The Ministry will confirm eligibility of the highest bidder. If the highest bidder is determined eligible, a Letter of Authorization will be sent for signing.

Lease Agreement: Following confirmation of eligibility by the Ministry, the successful bidder shall execute an Agreement in the form provided by the Ministry, without modification. The effective date of the agreement will be January 1st of the year in which the lease is executed by the Ministry/by the successful bidder.

The bidder will be required to return a fully executed lease agreement within 40 days of the post mark on the envelope, or such other date as may be mutually agreed by the parties.

Salability of Lease: The bidding lots available for lease as listed on this web page is vacant Crown land and is currently ineligible for sale. The land may be subject to development restrictions.

Payment: Within five business days of being declared the high bidder the bidder shall submit all required documentation and 100 per cent of the bid amount (i.e., the lease price) to the Ministry of Agriculture. The bid amount will include a \$200 Lease issuance fee as well as the value of any improvements. GST will be applied to the bid amount and improvement value (excluding the \$200 lease issuance fee).

The bid amount must be payable to The Ministry of Agriculture in the form of a certified cheque, bank draft, credit card, online banking or in the case of law firms acting on behalf of the bidder, by direct deposit to an account identified by the Ministry.

Buyer's Fee: Immediately after being declared the high bidder, the bidder shall pay a buyer's fee of \$750.00 plus GST per Auction Lot to McDougall Auctioneers Ltd.

Taxes: Any and all applicable Federal or Provincial taxes must be paid by the bidder in addition to the bid amount, within five business days of being confirmed as the high bidder. Property taxes for the current year will be the responsibility of the bidder and will be billed thereafter on an annual basis directly to the lessee by the Rural Municipality.

Closing

Failure to Close: A failure by the bidder to complete the lease transaction may, at the sole option of the Ministry, result in the bid amount and any further interest in the land being forfeited.

Access to Land: The bidder will receive vacant access of the land on the date contained in the authorization letter or upon completion of the lease agreement, whichever occurs first.

As-is Sale: The bidder shall accept the land in an "AS-IS" basis as of the closing date of the auction and the Bidder specifically acknowledges that neither the Ministry nor McDougall Auctioneers make any representations or warranties of any kind whatsoever, expressed or implied as to the value, condition, improvements, suitability or fitness of the property for any purpose. All descriptions, measurements and acreage provided by the Ministry and McDougall Auctioneers are to be used as a guide only. The bidder acknowledges and agrees that it is the bidder's sole responsibility to make such legal, factual, and other inquiries, inspections and investigations as the bidder considers necessary prior to bidding on the lease.

Property Boundaries: The bidder will satisfy itself as to all property boundaries. If a dispute arises, the Ministry, as its sole discretion, may require that any expenses related to the verification of the boundaries will be at the Bidders expense.

No Mines or Minerals: Mines and minerals are not included and the successful bidder will not obtain any interest in mines and minerals associated with the leased land.

No Assignment: The bidder shall not assign its bid, or obligation to lease the land or any other duty or obligation related to the bid or the leased land to a third party without the prior written approval of the Ministry.

Foreign Ownership Restrictions/Taxation: Only bidders meeting the ownership requirements of *The Saskatchewan Farm Security Act* are eligible to purchase/lease farmland in Saskatchewan. Bidders are required to complete a Farm Land Ownership Declaration Form as part of the purchase. **THE BIDDER ACKNOWLEDGES THAT IT IS THE BIDDER'S SOLE RESPONSIBILITY TO MAKE ANY NECESSARY INQUIRIES, INCLUDING, WITHOUT LIMITATION, CONSULTING WITH LEGAL ADVISORS, PRIOR TO BIDDING TO ENSURE THE BIDDER IS LEGALLY ELIGIBLE TO PURCHASE/LEASE THE PROPERTY.**

Additional Documents: As a condition of closing, the bidder agrees to sign certain disclosure documents as may be required by the applicable governing bodies and to provide such other information or to execute such other documents as may be necessary to give effect to the bid and resulting lease.