



APPENDIX 7 PURCHASE AND SALE AGREEMENT

Yellowknives Dene First Nation

Agreement dated _____

WHEREAS _____ [Name of seller] (“the Seller”) with a current residential address of _____ [Seller’s address] was granted a Inherent Treaty Rights Land Use _____ [lot description] by YKDFN dated _____ [Date Seller received the ITRLU] (“the ITRLU”).

WHEREAS the Seller wishes to transfer the ITRLU to _____ [buyers name] who is a YKDFN member with a current residential address of _____ [buyers address].

WHEREAS the Seller has agreed to sell all assets located on the ITRLU lands to the Buyer as set out below if a transfer of the ITRLU is approved by YKDFN.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.0 Purchase and Sale of Assets. Subject to the Terms and Conditions set forth herein, at the Closing, the Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase from Seller, all of Seller’s right, title, and interest in, to all permanent structures and fixtures located on the ITRLU as of the date of this agreement.

2.0 Exclusions. For certainty, this Agreement does not include any rights, title, or interests in the ITRLU itself as such rights, title and interests remain solely with YKDFN.

3.0 Purchase Price. The aggregate purchase price for the Purchased Assets shall be \$ _____ (the "Purchase Price").

4.0 Closing. The closing date of this agreement upon which the transfer is effective, and all consideration must be paid by 4:30pm 7 calendar days following the date upon which the decision to transfer the ITRLU is made by YKDFN (the “Closing Date”). The Purchaser must deliver to the Seller the Purchase Price no later than the Closing Date.

5.0 Warranty. The Seller warrants that ownership of the permanent structures will be free and clear of all encumbrances, registrations, and obligations except those implied by law.

6.0 Possession. Upon payment of the Purchase Price, the Seller shall provide vacant possession of the ITRLU to the Buyer.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

Seller's Name: _____

Address _____

Phone: _____ Email: _____

Witness Seller ACCEPTANCE

Signature Print Name

Buyer's Name: _____

Address _____

Phone: _____ Email: _____

Witness Buyer ACCEPTANCE

Signature Print Name

SIGNED AND DATED at _____, Northwest Territories on the _____ day of _____, 20__.