

SIKSIKA NATION HOME OWNERSHIP AGREEMENT

(the "Agreement")

THIS AGREEMENT is made this ____ day of, 20__

Between:

Siksika Nation (the "Nation")

and

a Citizen of the Siksika Nation (the "Owner").

WHEREAS, pursuant to the Siksika Nation Housing Policy and Procedures Manual as amended from time to time (the "**Policy**") the Nation supports private ownership of Siksika Houses by Siksika Citizens while promoting housing practices that are aligned with the values contained in the Nation's traditional shelter models;

AND WHEREAS, the Owner desires to own a Siksika House, and has completed the Application for Homeownership which is attached to this Agreement as **Appendix "A"**, and Siksika Housing has confirmed the Owner's eligibility for a Siksika House by issuing a Certificate of Homeownership which is attached to this Agreement as **Appendix "B"**;

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Interpretation

1. All capitalized terms in this Agreement shall have the same meaning as the Policy, except for those terms that are defined within.
2. If a part of this Agreement is found to be illegal or enforceable, the remainder of the Agreement remains in effect.
3. This Agreement will be governed by and construed in accordance with the laws of Siksika Nation.

Transfer of Ownership

4. Subject to the final approval by Council by band council resolution, the Nation hereby transfers ownership of the Siksika House to the Owner for the purchase price of \$1.00. The Owner acknowledges that it has had the opportunity to arrange

for an inspection of the property and that the Siksika House is accepted "as is" with no further assistance from the Nation.

Owner Rights and Responsibilities

5. The Owner shall have the right to the exclusive use of the Privately Owned Home subject to the terms of this Agreement.
6. The Owner shall be solely responsible for the insurance, repairs, renovation, maintenance and any other costs of their Privately Owned Home and shall ensure that the Privately Owned Home is maintained to a standard that a responsible and attentive owner would uphold.
7. The Owner is entitled to make any reasonable alterations or improvements to their Privately Owned Home at their own expense, subject to any Siksika Nation land use laws as amended from time to time. Any such alterations or improvements are the sole responsibility of the Owner, both in terms of cost and potential liability that may arise from them.
8. The Privately Owned Home shall only be used for a single-family residential dwelling.
9. The Owner agrees to not abandon the Privately Owned Home without the prior written consent of the Nation.
10. The Owner agrees to maintain insurance on the Privately Owned Home, including general liability insurance and property insurance.
11. The Owner agrees to abide by all relevant Nation laws, by-laws, and policies.

Nation's Rights and Responsibilities

12. The Nation retains a right of first refusal to purchase the Privately Owned Home if the Owner desires to sell or gift the Privately Owned Home.
13. The Nation retains a right to access the Privately Owned Home to ensure compliance with the Agreement. The Nation must provide reasonable notice to the Owner before entering the Premises.
14. The Nation may access the Privately Owned Home where there is an emergency or where the Privately Owned Home appears to be abandoned.

Sale or Demise of the Privately Owned Home

15. Subject to the *Family Homes on Reserves and Matrimonial Interests or Rights Act*, any Siksika Nation laws, and the Policy, the Owner may:
 - a. Rent the Privately Owned Home to another Siksika Nation Citizen in accordance with section 36 of the Policy (attached as **Appendix "C"**);

- b. Subject to section 12, sell or gift the Privately Owned Home to another Siksika Nation Citizen upon prior approval by the Nation in accordance with section 37 of the Policy (attached as **Appendix “D”**); and
- c. Bequeath the Privately Owned Home to another Siksika Nation Citizen by completing the Property Assignment in accordance with section 38 of the Policy (attached as **Appendix “E”**).

Release and Indemnification

16. The Owner agrees to release the Siksika Nation from liability in relation to the Siksika House by signing the Release of Liability attached as **Appendix “F”** to this Agreement.

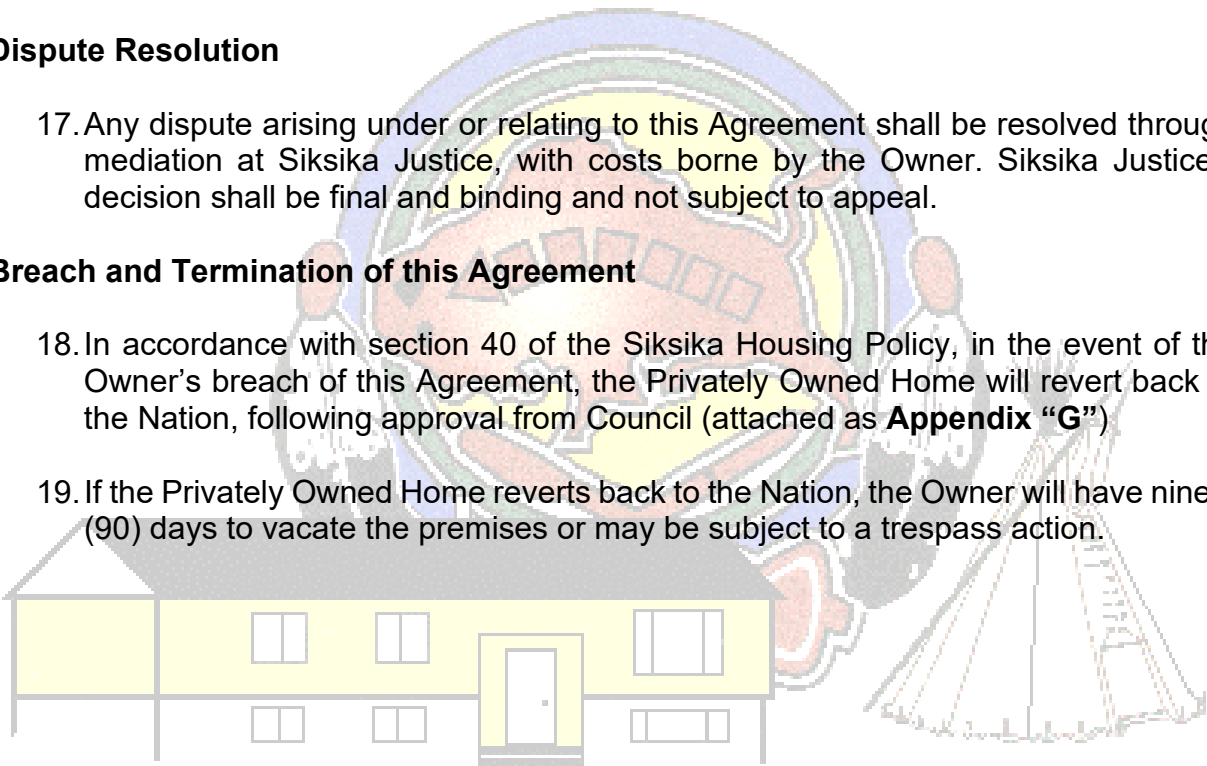
Dispute Resolution

17. Any dispute arising under or relating to this Agreement shall be resolved through mediation at Siksika Justice, with costs borne by the Owner. Siksika Justice’s decision shall be final and binding and not subject to appeal.

Breach and Termination of this Agreement

18. In accordance with section 40 of the Siksika Housing Policy, in the event of the Owner’s breach of this Agreement, the Privately Owned Home will revert back to the Nation, following approval from Council (attached as **Appendix “G”**)

19. If the Privately Owned Home reverts back to the Nation, the Owner will have ninety (90) days to vacate the premises or may be subject to a trespass action.



[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the signature of their respective officers thereunto duly authorized.

Siksika Nation

By _____

Name (Print) _____

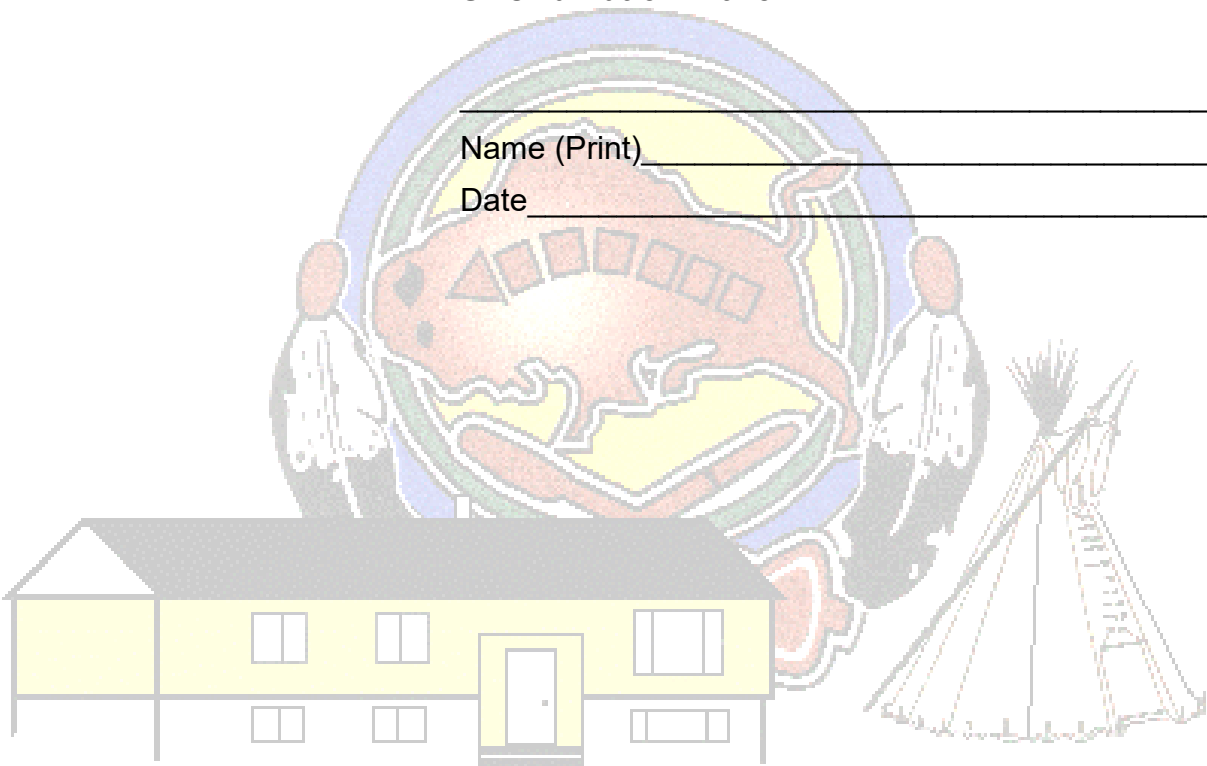
Title _____

Date _____

Siksika Nation Citizen

Name (Print) _____

Date _____



Appendix "A"

Application for Homeownership



Appendix "B"

Certificate of Homeownership



Appendix “C”
Siksika Nation Housing Policy and Procedures
Section 36

36. Privately Owned Rentals

36.1 A Private Homeowner, at their discretion, may rent out their Privately Owned Home to another Siksika Citizen at their own risk, however Siksika Housing strongly encourages that terms of the private agreement be documented in the event a dispute arises.

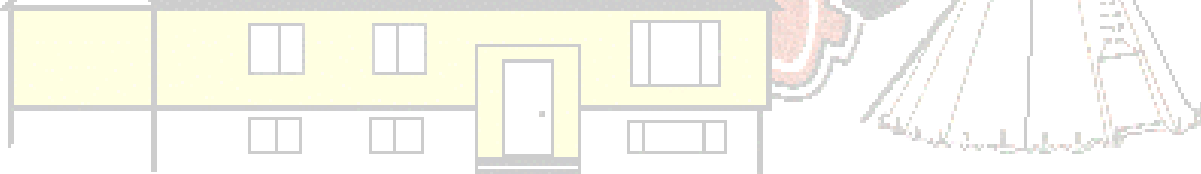
36.2 The Siksika Nation and Siksika Housing are not privy to the rental terms established between a Private Homeowner and a tenant and therefore shall not intervene in any disputes.

36.3 If a dispute arises, the Private Homeowner and tenant should seek remediation through the applicable judicial authorities (Siksika Justice or Federal Court of Law) seeking an order of trespassing to evict the tenant or a separate claims order to recover amounts outstanding for rents or tenant damages.

36.4 The tenant of a Privately Owned Home must adhere to all Siksika policies and Siksika Nation by-laws (building, land use, nuisance, residency), Siksika Nation policies (housing, infrastructure) and Siksika Nation laws and related legislation.

36.5 If Siksika Housing is notified that the Privately Owned Home is being rented to a non-Siksika Citizen, then the Homeownership Agreement will be considered breached and ownership of the Privately Owned Home will immediately revert back to the Siksika Nation as per the Homeownership Agreement.

36.6 Each Nation Member is eligible to own a maximum of 1 house through the Home Ownership Program.



Appendix “D”
Siksika Nation Housing Policy and Procedures
Section 37

37. Sale of Privately Owned Homes

37.1 A residential dwelling located on Siksika Lands must have a Certificate of Homeownership in order to be eligible and recognized for sale.

37.2 An individual that is in possession of a Certificate of Homeownership can only sell the residential property to another Siksika Citizen.

37.3 The sale only includes the residential property identified in the Homeownership Agreement and the lot that is recognized in the Siksika Custom Land Allotment Agreement for Residential Purposes.

37.4 The Siksika Nation shall have first right of refusal to recognize a sale and/or subject the sale to a profit sharing for the sale if the construction of the home was funded through the Siksika Nation.

37.5 In the event of profit sharing, the Siksika Housing will utilize the home valuation formula in the appendix to the policy to determine the amount the seller is required to pay the Siksika Nation.

37.6 A Quit Claim to the property by the registered owner (“seller”) must be executed at the Siksika Housing to transfer the property to a new owner (“seller”) and to finalize the transaction.

37.7 Once a Quit Claim is executed, the Policy in Section 30 and 31 will apply to finalize the transfer of the Certificate of Private Homeownership to the “buyer”.



**Appendix “E”
Siksika Nation Housing Policy and Procedures
Section 38**

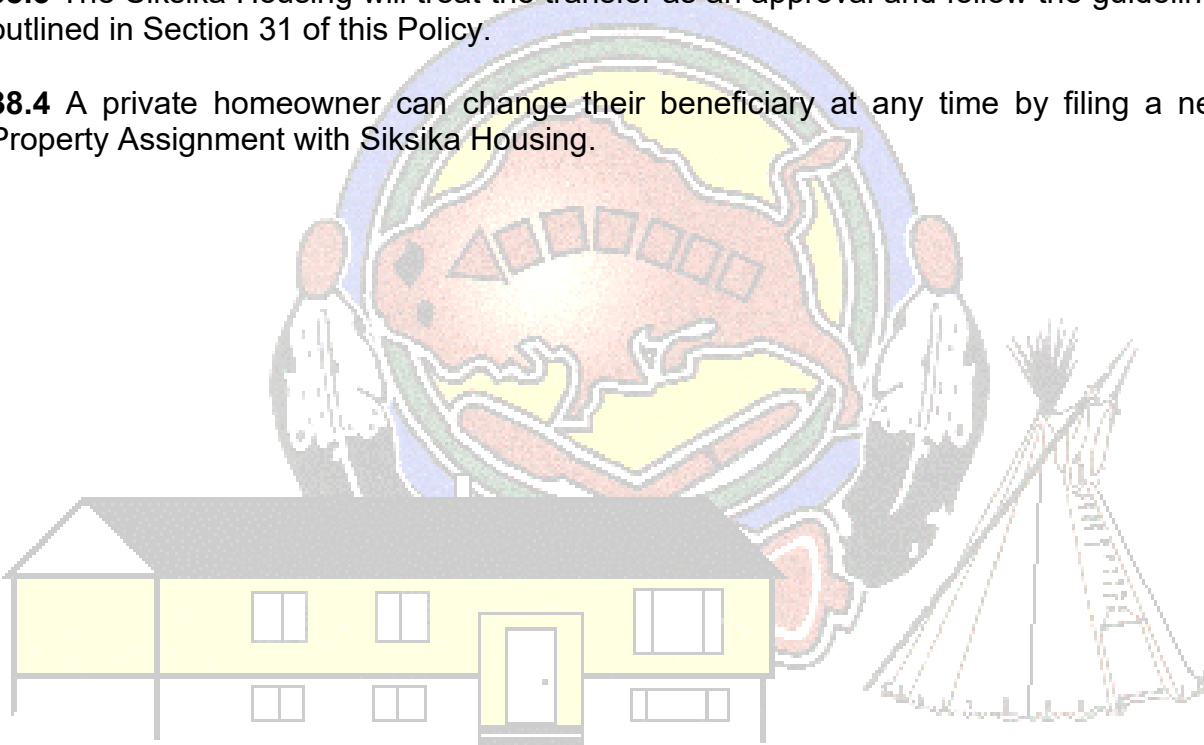
38. Property Assignment

38.1 The Siksika Nation will recognize a beneficiary of the deceased that is named in the Property Assignment, Schedule B of the Homeownership Agreement, as the lawful heir with sole ownership rights to the premise.

38.2 The beneficiary will be required to complete the process outlined in Section 30 to have the Certificate of Homeownership transferred.

38.3 The Siksika Housing will treat the transfer as an approval and follow the guidelines outlined in Section 31 of this Policy.

38.4 A private homeowner can change their beneficiary at any time by filing a new Property Assignment with Siksika Housing.



Appendix "F"
RELEASE OF LIABILITY

IN CONSIDERATION of the conditional approval for private homeownership of the mobile home held by the Siksika Nation (the "**Siksika House**") to _____ and such other consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, _____ (the "**Releasor**") (which term includes their partners, beneficiaries, trustees, heirs, predecessors, successors, insurers, personal representatives and assigns) do hereby forever, release, remise and discharge the Siksika Nation, the Siksika Nation Chief and Council, the Siksika Nation Tribal Administration and all its service areas, officers, directors employees consultants, agents insurers and assigns (hereinafter collectively referred to as the "**Siksika Nation**") from any and all claims, actions, demands, manner of actions, causes of actions, suits, debts, duties, accounts, bonds, warranties, claims over, indemnities, contracts, losses, injuries, undertakings, covenants and liabilities of whatever nature and kind (the "**Claims**") whether actual, pending or potential, and whether in equity or at law, which against the Siksika Nation, the Releasor now has or may hereafter, can or shall have for or by reason of any cause, matter or thing whatsoever arising out of or in relation to or in connection with the Siksika House.

IT IS UNDERSTOOD AND AGREED that the Releasor had the opportunity to inspect the Siksika House and observe its physical characteristics and existing conditions;

AND IT IS UNDERSTOOD AND AGREED that the Siksika Nation has made no representation or warranty whatsoever with respect to the Siksika House, including any representation or warranty of (a) merchantability; or (b) fitness for a particular purpose;

AND IT IS UNDERSTOOD AND AGREED that the Releasor has not relied on any representation or warranty made by the Siksika Nation, or any other person on the Siksika Nation's behalf;

AND IT IS UNDERSTOOD AND AGREED that in the event the Releasor should hereafter commence any proceedings involving any Claims against the Siksika Nation relating to the matters dealt with in this release, this document may be raised as an estoppel to any such Claims in the proceedings;

AND IT IS UNDERSTOOD AND AGREED in the event the Releasor commences any such proceedings, the Releasor undertakes and agrees to indemnify the Releasee, on a solicitor and client basis, in respect of any legal fees incurred in relation to any such Claims;

AND IT IS UNDERSTOOD AND AGREED that for the aforesaid consideration, the Releasor undertakes and agrees not to make any claim or take any proceedings against any person, partnership, corporation, or other such entity which might be entitled to claim contribution, indemnity, or other relief over or against the Siksika Nation under the provisions of any statute or otherwise, including the *Contributory Negligence Act* and any amendments and successor legislation thereto, with respect to any of the matters to which this release applies;

AND FOR THE AFORESAID CONSIDERATION the Releasor hereby acknowledges, declares and agrees that it is satisfied with the information provided and has no outstanding requests for information, that it has had sufficient time and opportunity to seek independent legal and other professional advice with respect to the terms of this release, that it understands the terms of this release and voluntarily accepts the consideration referred to above for the purpose of the conditional approval for private homeownership, and represents and warrants that it has not been induced to enter into this release by reason of any representation or warranty of any nature or kind whatsoever;

THIS RELEASE SHALL BE BINDING upon and shall enure to the benefit of the respective successors and assigns of the parties;

AND THIS RELEASE is to be governed by and interpreted in accordance with the laws of Alberta and the Releasor submits to the exclusive jurisdiction of Siksika Justice and the courts of Alberta in connection with any dispute or interpretation regarding this release.

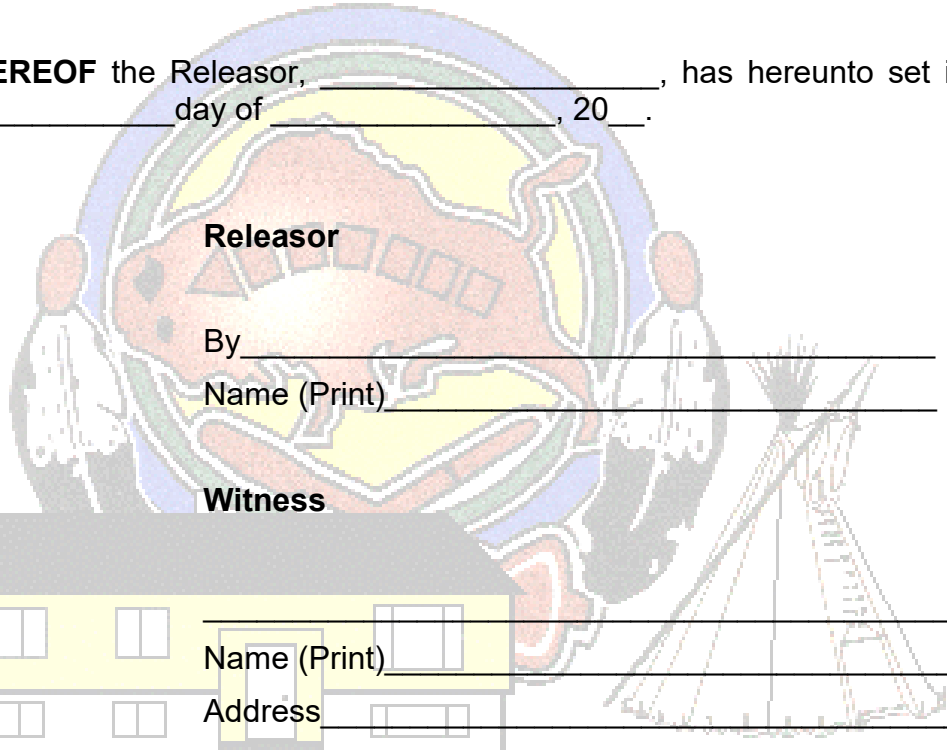
IN WITNESS WHEREOF the Releasor, _____, has hereunto set its hand and seal this _____ day of _____, 20__.

Releasor

By _____
Name (Print) _____

Witness

Name (Print) _____
Address _____



**Appendix “G”
Siksika Nation Housing Policy and Procedures
Section 40**

40. Breach & Termination

40.1 When a Homeownership Agreement has been substantially breached, the Siksika Nation has the authority to revert ownership of the residential property back to the Siksika Nation.

40.2 Siksika Housing will notify Chief & Council for approval to revert ownership of the home back to the Siksika Nation when a substantial breach of the Homeownership Agreement has been committed.

40.3 Once approval from Chief & Council is obtained, the Siksika Housing will provide the homeowner with ninety days to vacate the premise.

40.4 If the homeowner fails to vacate the premise during the specified time frame, the Siksika Housing will file for an “Order of Trespassing” to have the occupants legally removed from the home by court appointed authorities.

