SIKSIKA NATION

AFFORDABLE HOME PURCHASE

POLICY

Adopted by **Ohkinniinaa ki Ninaaiks** via BCR#2026-52

June 18, 2026

Preamble

We have been here since time immemorial. We are still here.

Our people are of this land. Our identity and citizenship in our Nation, has been and will always be determined by our relationships and our responsibilities with the land. This is our law, and living it is fundamental to our survival as a Nation. Looking ahead through next generations, we will continue to decide who belongs to our Nation – all of our relations in life.

Siksika Nation identifies housing as a Treaty Right notwithstanding that the Government of Canada has not acknowledged nor accepted that Siksika'i'koan have a right to housing under the Treaties.

Canada does not provide adequate funding for housing programs and services.

We are dedicated to ensuring that the terms, spirit, and intent of our Treaty is honoured and respected.

This Policy aims to enhance transparency and accessibility in the Affordable Home Purchase Program, previously known as the Affordable Home Ownership Program, which allows Siksika'i'koan to purchase an Affordable Home for $1.00 provided they can secure funds and manage construction for necessary renovations. To date five homes have been purchased, renovated, and transferred to Siksika'i'koan as Privately Owned Homes. This Policy is intended to formalize this program and process to increase the number of Siksika'i'koan safely housed on Siksika Lands.

The mission of this Policy is:

a) Promoting the cultural integrity, social communal harmony and economic stability of the Siksika'i'koan;
b) Safeguarding the use of the Siksika Lands and occupancy for the benefit of Siksika'i'koan;
c) Providing fair access to the Affordable Home Ownership Program and keeping purchase prices affordable for Siksika'i'koan;
d) Developing a way to leverage home ownership as a means to address a portion of Siksika Nation's Housing List;
e) Setting out the rules for the Affordable Home Purchase Program and occupancy of Privately Owned Homes for Siksika'i'koan; and
f) Protecting the continued existence of Siksika'i'koan.

CONTENTS

PART 1: PURPOSE, AUTHORITY AND ADMINISTRATION....................5

1.1 EFFECTIVE DATE AND AMENDMENTS....................5
1.2 PURPOSE....................5
1.3 DEFINITIONS....................6
1.4 INTERPRETATION....................10
1.5 DISCRETION AND EXCEPTIONS....................10
1.6 AUTHORITY AND ADMINISTRATION....................11
1.7 APPLICATION AND SCOPE....................11
1.8 PROGRAM AREAS....................12
1.9 ROLES AND RESPONSIBILITIES....................12

PART 2: AFFORDABLE HOME PROGRAM INVENTORY....................15

2.1 AFFORDABLE HOME PROGRAM INVENTORY....................15
2.2 NATION OWNED HOME MAJOR REPAIRS LIST....................15
2.3 RECOMMENDATION AND APPROVAL OF AFFORDABLE HOME INVENTORY....................15

PART 3: AFFORDABLE HOME PURCHASE DRAW....................17

3.1 AFFORDABLE HOME PURCHASE DRAW....................17
3.2 ELIGIBILITY FOR AFFORDABLE HOME PURCHASE PROGRAM....................17
3.3 DRAW APPLICATION....................18
3.4 ADMINISTRATIVE PROCESS DISCLAIMER....................19
3.5 ACKNOWLEDGEMENT OF APPLICANTS....................19
3.6 REVIEW AND CONFIRMATION OF DRAW APPLICATIONS....................19
3.7 DRAW PROCESS....................20
3.8 PURCHASE APPLICATION PROCESS....................20
3.9 EXTENTION OR CONDITIONAL ACCEPTANCE OF A PURCHASE APPLICATION....................21

PART 4: AFFORDABLE HOME PURCHASE AGREEMENT....................23

4.1 AFFORDABLE HOME PURCHASE AGREEMENT....................23
4.2 REGISTRATION OF HOMEOWNERSHIP....................23
4.3 HOME OCCUPANCY AND HOMEOWNER RESPONSIBILITIES....................23

PART 5: INFRASTRUCTURE GRANT PROGRAM....26
5.1 PURPOSE....26
5.2 MAXIMUM FUNDING....26
5.3 ELIGIBLE USES....26
5.4 TIMING OF ACCESS....26
5.5 APPLICATION AND APPROVAL....27
5.6 ADMINISTRATION OF FUNDS....27
5.7 NON-TRANSFERABLE....28
5.8 NO LIABILITY TO CONTRACTORS, ETC.....28
PART 6: TRANSFER AND TERMINATION....29
6.1 TRANSFER OF HOME OWNERSHIP WITHIN FIVE YEARS....29
6.2 TRANSFER OF OWNERSHIP....29
6.3 DEATH OF HOMEOWNER....30
6.4 TERMINATION OF AGREEMENT....31

APPENDICES

APPENDIX A: APPROVAL AND AMENDMENTS

APPENDIX B: DRAW APPLICATION

APPENDIX C: PURCHASE APPLICATION

APPENDIX D: AFFORDABLE HOME PURCHASE AGREEMENT

APPENDIX E: CERTIFICATE OF HOME OWNERSHIP

APPENDIX F: AFFORDABLE HOME PURCHASE ASSIGNMENT AGREEMENT

APPENDIX G: INFRASTRUCTURE GRANT APPLICATION FORM

APPENDIX H: INFRASTRUCTURE GRANT AGREEMENT

PART 1: PURPOSE, AUTHORITY AND ADMINISTRATION

1.1 EFFECTIVE DATE AND AMENDMENTS

.1 This amended Policy comes into effect on June 18, 2026 under the authority of Ohkinniinaa ki Ninaaiks, in accordance with Siksika Nation's laws, customs and traditions. It governs all matters concerning the Affordable Home Purchase Program on Siksika Lands. Copies of the Council Resolutions enacting this Policy and amendments are provided in Appendix A.

.2 This Policy shall be reviewed by Siksika Housing annually and recommendations for changes forwarded to Ohkinniinaa ki Ninaaiks to approve the amendments.

.3 Only Ohkinniinaa ki Ninaaiks may approve amendments to this Policy by Council Resolution. All approved amendments must be recorded in Appendix A.

.4 Ohkinniinaa ki Ninaaiks shall ensure that all amendments to this Policy are made available to Siksika'i'koan within sixty (60) days of approval.

1.2 PURPOSE

.1 This Policy sets out the framework for the Affordable Home Purchase Program, including:

a) defining the roles and responsibilities of Ohkinniinaa ki Ninaaiks, Siksika Nation Tribal Administration service areas and departments, and Siksika Housing Employees in relation to this Policy;

b) setting out the Siksika Housing program areas and responsibilities;

c) establishing the process for Nation Owned Homes to become Affordable Homes;

d) establishing the Draw Application and Purchase Application processes and service delivery parameters;

e) setting out responsibilities of Applicants and Homeowners;

f) establishing the Repair Assessment;

g) setting out procedures for transfer and termination of Affordable Home Purchase Agreements; and

h) setting out the Infrastructure Grant parameters to address critical infrastructure deficiencies and extend the lifespan of Privately Owned Homes.

.2 The objectives of Ohkinniinaa ki Ninaaiks as expressed in this Policy are to:

a) fulfil the commitment to provide better living conditions for Siksika'i'koan;

b) operate in accordance with clear business principles, remaining fiscally responsible and accountable to Siksika'i'koan;

c) administer a housing program that benefits all Siksika'i'koan; and

d) continue to guide Siksika Nation towards greater self-determination.

.3 This Policy reflects Siksika Nation Tribal Administration's guiding principles:

e) **Respect**: We show respect and honour to all;

f) **Integrity**: We practice integrity in all of our actions honestly and ethically;

g) **Humility**: We serve with empathy; and

h) **Accountability**: We take responsibility for actions and decisions.

.4 This Policy's key objectives are to:

a) assist Siksika'i'koan with basic housing needs on Siksika Lands;

b) continuously achieve steady improvements in the quality of living on Siksika Lands;

c) apply consistent and transparent criteria to all Siksika'i'koan in determining access to the Affordable Home Purchase Program;

d) administer Siksika Housing in a cost-effective, service-orientated and accountable manner;

e) establish a process for removing Nation Owned Home inventory requiring Major Repairs to the Affordable Home Program inventory;

f) provide Siksika'i'koan with a sense of pride in Privately Owned Homes; and

g) replace the short-term focus with long-term fair, stable housing policies and procedures.

1.3 DEFINITIONS

.1 In this Policy, the following terms have the following meanings:

a) "**Administration**" means one of the four main program areas of Siksika Housing, which is responsible for administering Siksika Housing programs and ensuring that all business lines of Siksika Housing are operating at maximum capacity;

b) "**Affordable Home**" means a Nation Owned Home that has been approved for the Affordable Home Purchase Program inventory in accordance with this Policy but has not yet become a Privately Owned Home;

c) "**Affordable Home Purchase Agreement**" means the Agreement between Siksika Nation and the Homeowner of a Privately Owned Home executed pursuant to this Policy, a template of which is included as Appendix D to this Policy.

d) "**Affordable Home Purchase Assignment Agreement**" means an agreement to transfer a Privately Owned Home in compliance with Part 6 of this Policy, and in the form included as Appendix G to this Policy.

e) "**Affordable Home Purchase Draw**" means the randomized process established under Part 3 of this Policy to select an eligible Applicant who has submitted a Draw Application (Appendix B), and provide them with the opportunity to purchase an Affordable Home;

f) "**Affordable Home Purchase Program**" means the program established by this Policy for converting Nation Owned Homes to Privately Owned Homes, and includes the Affordable Home selection, Draw Application and Purchase Application processes;

g) "**Applicant**" means an individual eligible for the Affordable Home Purchase Program under section 3.2 and who has submitted a Draw Application (Appendix B) or Purchase Application (Appendix C) under this Policy;

h) "**Approved Financial Institution**" means a bank, credit union, lender, or other financial institution approved by Siksika Nation for the purposes of financing repairs, renovations, construction, purchase, or related costs under this Policy;

i) “**Approved Financing**” means financing approved for an Applicant to complete the repairs, renovations, or construction required under this Policy, which may including financing accessed through the First Nations Market Housing Program, financing from an Approved Financial Institution, personal funds, grants, or other non-loan sources of funding approved by Siksika Housing.

j) “**Certificate of Homeownership**” means a Certificate of Homeownership (Appendix E) issued pursuant to a Council Resolution in accordance with this Policy and, unless there is evidence to the contrary, is evidence of ownership of a Privately Owned Home purchased through the Affordable Home Purchase Program;

k) “**Chief Financial Officer**” means an employee of Siksika Nation appointed by Ohkinniinaa ki Ninaaiks as Chief Financial Officer of Siksika Nation;

l) “**Chief Operating Officer**” means an employee of Siksika Nation appointed by Ohkinniinaa ki Ninaaiks as Chief Operating Officer of Siksika Nation;

m) “**Class D Cost Estimate**” means a preliminary financial assessment used to determine the approximate cost to renovate an Affordable Home to Liveable Standards, which is based on limited project information and is intended to provide a threshold for budgeting and renovation loan application processes for Applicants;

n) “**Co-Applicant**” means an individual eligible under section 3.2 who submits a Draw Application (Appendix B) or Purchase Application (Appendix C) together with another Applicant, including in the case of co-applicants who are Spouses;

o) “**Co-Homeowner**” means a Siksika’i’koan listed on the Certificate of Homeownership (Appendix E) and party to the Affordable Home Purchase Agreement with another Siksika’i’koan, including in the circumstances of Spouses;

p) “**Contingency Allowance**” means a twenty-five percent (25%) contingency amount of the Class D Cost Estimate set aside to cover unforeseen expenses or changes in project scope;

q) “**Council Resolution**” or “**Resolution**” means a record of decisions or wishes of Ohkinniinaa ki Ninaaiks, either in the form of a motion or a written resolution passed at a duly convened meeting of Ohkinniinaa ki Ninaaiks;

r) “**Draw Application**” means the Affordable Home Purchase Draw Application, a template of which is included in Appendix B of this Policy;

s) “**Engineering Services**” means the Engineering Service Area of Siksika Nation Tribal Administration, and works with Siksika Housing, Public Works and Land Management to provide sustainable, cost-effective solutions and manage projects that improve quality of life for Siksika’i’koan;

t) “**Financial Administration Law**” means the *Siksika Nation Financial Administration Law*, and includes any policies made pursuant to it;

u) “**First Nations Market Housing Program**” means the Siksika Nation Market Housing Program, pursuant to the Siksika Nation Market Housing Policy, developed in conjunction with the First Nations Market Housing Fund and approved lenders, which supports individual homeownership on Siksika Lands by providing access to financing for new construction, purchase, renovations, and refinancing, using loan guarantees and credit enhancement rather than land as security;

v) “**Homeowner**” refers to an individual who has completed the Affordable Home Purchase Program and entered into an Affordable Home Purchase Agreement and related Land

Use Agreement with Siksika Nation to assume ownership of a Privately Owned Home on Siksika Lands;

w) "**Housing List**" means a list maintained by Siksika Housing under the Siksika Nation Rental Housing Policy, which is used to determine the order in which Nation Owned Homes are allocated;

x) "**Housing Manager**" means the senior manager of Siksika Housing, an employee of Siksika Nation that reports directly to the Chief Operating Officer;

y) "**Infrastructure Grant**" means a discretionary grant of up to $50,000 provided by Siksika Nation to eligible Homeowners under the Affordable Home Purchase Program to support eligible infrastructure and foundation repairs, in accordance with this Policy;

z) "**Infrastructure Grant Agreement**" means an agreement between Siksika Housing and a Homeowner for an Infrastructure Grant in accordance with Part 5 of this Policy, in the form set out in Appendix I.

aa) "**Infrastructure Grant Application Form**" means the application form for requesting an Infrastructure Grant in the template set out in Appendix H.

bb) "**Land Management**" means the Land Management service area of Siksika Nation Tribal Administration, responsible for providing the day-to-day management and administration of Siksika Lands, environment and resources, as set out in the Siksika Nation Land Use Policy;

cc) "**Land Use Agreement**" means a written agreement between Siksika Nation and an Applicant pursuant to the Land Use Policy providing access to a portion of Siksika Lands required for the peaceful use and enjoyment of a Privately Owned Home;

dd) "**Land Use Policy**" means the Siksika Nation Land Use Policy administered by Land Management;

ee) "**Liveable Standards**" refers to the minimum conditions that a home must meet to ensure it is safe, healthy, and comfortable for its occupants, including a structurally sound building, functional plumbing and electrical systems, adequate heating and ventilation, and being free from hazards such as mold or pests;

ff) "**Major Renovations**" means one of four main program areas of Siksika Housing and is responsible for planning, costing, prioritizing, and contracting Major Repairs and new construction;

gg) "**Major Repairs**" mean the capital replacement of eligible building components of a Nation Owned Home that are necessary to extend the useful life of the Nation Owned Home;

hh) "**Nation Owned Home**" means a house, duplex, manufactured home, trailer or other residential housing owned by Siksika Nation, located on Siksika Lands, and managed and administered by Siksika Housing;

ii) "**Ohkinniinaa ki Ninaaiks**" means the lawfully elected Chief ("**Ohkinniinaa**") and Council ("**Ninaaiks**") of the Siksika Nation;

jj) "**On Lot Infrastructure**" refers to the essential services and facilities that are installed on a residential lot (typically within a two hundred by two hundred (200 x 200) foot lot size, for a Privately Owned Home to support the home and its occupants, including utilities such as water supply, sewage systems, electricity, and gas connections, as well as other necessary installations like driveways, drainage systems, and landscaping;

kk) "**Policy**" means this Siksika Nation Affordable Home Purchase Policy;

ll) “**Privately Owned Home**” means a home on Siksika Lands purchased by a Siksika’i’koan pursuant to the Affordable Home Purchase Program in consideration of one dollar ($1.00) and the promise to renovate said home to Liveable Standards for the Homeowners own residential use;

mm) “**Property Management**” means one of the four program areas of Siksika Housing that is responsible for determining eligibility of Nation Owned Homes for the Affordable Home Purchase Program, and coordinating Repair Assessments;

nn) “**Public Safety**” means the Siksika Nation Public Safety service area of Siksika Nation Tribal Administration;

oo) “**Public Works**” means the Public Works service area of Siksika Nation Tribal Administration, responsible for delivering quality public works services for Siksika Nation;

pp) “**Purchase Application**” means the Affordable Home Purchase Application, a template of which is included as Appendix C to this Policy;

qq) “**Repair Assessments**” mean the evaluations conducted to determine the condition of an Affordable Home to identify any necessary repairs and estimated cost to bring the Home to Liveable Standards, and typically involves a thorough inspection of the property to assess the state of various components, including the roof, plumbing, electrical systems, and structural integrity;

rr) “**Siksika Housing**” means the Siksika Nation Housing service area of Siksika Nation Tribal Administration, responsible for overseeing and administering any matters regarding administration of this Policy;

ss) “**Siksika Housing Employee**” means a Siksika Nation employee who directly reports to a Supervisor or the Housing Manager and works for Siksika Housing in one of its program areas;

tt) **“Siksika’i’koan**” means a Siksika Citizen, and is a natural person whose name appears on the Siksika Nation membership list pursuant to the Siksika Nation Membership Code;

uu) “**Siksika Lands**” means Siksika Indian Reserve No. 146, which are lands set aside by His Majesty the King in right of Canada as a reserve for the use and benefit of Siksika’i’koan;

vv) “**Siksika Nation**” means the Siksika Nation, a distinct body of people which exercises exclusive and inherent powers as given by the Creator and has existed as a Nation from time immemorial, and which is also recognized as a “band” under the *Indian Act*, RSC 1985, c I-5;

ww) “**Siksika Nation Tribal Administration**” means the administration of the Siksika Nation;

xx) **“Spouse”** means a person who is either:

(i) legally married or united by the traditional laws and customs recognized by the Siksika Nation, to another person, and is not living separate and apart from that other person;

(ii) is living and cohabiting with another person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, for a continuous period of not less than two (2) years and is being publicly represented by each other during this time period as each other’s spouse;

yy) **“Supervisors”** means the supervisor of each Siksika Housing program area;

zz) “**Treasury Board**” means the Treasury Board established under the Financial Administration Law;

aaa) **“Tribal Manager”** means the Tribal Manager who is an employee of Siksika Nation, reports to Ohkinniinaa ki Ninaaiks, and is responsible for the operations of Siksika Nation Tribal Administration.

1.4 INTERPRETATION

.1 This Policy shall be interpreted in accordance with Siksika Nation culture, language and traditional governance principles.

.2 This Policy shall be read in harmony with other Siksika Nation laws, bylaws, policies and protocols. In the case of any inconsistency, the provisions of Siksika Nation’s Financial Administration Law shall prevail to the extent of such inconsistency.

.3 In this Policy, unless the context otherwise requires:

a) the singular includes the plural and the plural includes the singular;

b) “shall”, “must” or “will” are imperative;

c) a reference to an enactment, protocol, policies, or by-law means the enactment, protocol, by-laws, or policies, as amended from time to time; and

d) “includes” or “including” means including but not limited to.

1.5 DISCRETION AND EXCEPTIONS

.1 Siksika Housing may consider a request for an exception to the strict application of this Policy where, in the circumstances, strict application of the Policy would be unreasonable, impracticable, or inconsistent with the purpose of the Affordable Home Purchase Program.

.2 A request for an exception must be submitted in writing to the Housing Manager and must include:

a) the specific Policy requirement for which an exception is requested;

b) the reason for the request;

c) supporting documentation, which may include inspection reports, engineering reports, contractor quotes, medical documentation, financial information, or any other information reasonably required by Siksika Housing; and

d) any proposed alternative terms, conditions, or timelines.

.3 The Housing Manager shall review the request and may:

a) deny the request where it is incomplete, unsupported, or inconsistent with this Policy;

b) approve the request, with or without conditions, where this Policy expressly authorizes the Housing Manager to do so; or

c) refer the request to the Chief Financial Officer and Tribal Manager for review and approval where the request involves financial implications, extension of timelines, exceptional Infrastructure Grant use, transfer within five (5) years, or any other matter requiring further administrative review.

.4 The Chief Financial Officer and Tribal Manager may approve an exception, approve an exception with conditions, or deny the request.

.5 Any exception approved under this section must be documented in writing and may include conditions, including revised timelines, reporting requirements, additional inspections, proof of financing, proof of completion, or any other condition reasonably required to protect the integrity of the Affordable Home Purchase Program.

.6 For greater certainty, nothing in this section authorizes an exception to:

a) the requirement that a Homeowner or transferee be Siksika'i'koan where required by this Policy;

b) the requirement that a person be lawfully permitted to reside on Siksika Lands;

c) any requirement under the Land Use Policy or a Land Use Agreement;

d) any requirement under the Financial Administration Law; or

e) any approval required from Ohkinniinaa ki Ninaaiks under this Policy.

.7 Approval of an exception in one case does not create a precedent or entitlement to an exception in any other case.

1.6 AUTHORITY AND ADMINISTRATION

.1 Ohkinniinaa ki Ninaaiks delegates authority to Siksika Housing to manage and administer housing programs and services.

.2 Siksika Housing operates under Siksika Nation Tribal Administration and shall follow all applicable laws, by-laws, policies, practices, and protocols that are integral to the Siksika Nation, including:

a) Siksika Nation Land Use Policy;

b) Siksika Nation Public Works Policy;

c) Siksika Nation Rental Housing Policy; and

d) Any other applicable Siksika Nation policy.

1.7 APPLICATION AND SCOPE

.1 This Policy applies to:

a) Affordable Homes, and Privately Owned Homes purchased through the Affordable Home Purchase Program;

b) projects, including construction, renovations, maintenance and repairs undertaken pursuant to this Policy or the Affordable Home Purchase Program; and

c) Applicants and eligible transferees for a Privately Owned Home.

.2 This Policy is for the use and benefit of Siksika Nation and Siksika'i'koan and for no other individual, group or organization.

.3 Issues that are related to Siksika Lands generally, Nation Owned Home rental and new construction of Privately Owned Homes are not addressed within this Policy.

.4 A copy of this Policy and its appendices shall be available for review by Siksika'i'koan at the Siksika Housing office and online.

1.8 PROGRAM AREAS

Siksika Housing delivers services in relation to the Affordable Home Purchase Program across multiple program areas in accordance with this Policy:

.1 **Administration** is responsible for office management, accounts payable, property coordination, communications, collections, Application receipt and screening, reception, and filing.

.2 **Major Renovations** is responsible for preparation of the Repair Assessment, including:

a) Accounting; and

b) Coordination of the Repair Assessment with Public Works, Engineering Services and Land Management.

.3 **Property Management** is responsible for:

a) Determining which Nation Owned Homes are eligible to become Affordable Homes; and

b) Organizing and maintaining records of sales and agreements when a Nation Owned Home becomes an Affordable Home, and when an Affordable Home becomes a Privately Owned Home.

1.9 ROLES AND RESPONSIBILITIES

The following roles and program areas have the following responsibilities in relation to this Policy:

.1 Ohkinniinaa ki Ninaaiks are responsible for:

a) adopting good governance practices that are in the best interest of the Siksika Nation;

b) enacting policies that will serve as guidelines for consistent, fair, and transparent decision-making;

c) approving the proposed list of Nation Owned Homes prepared by the Housing Manager, which will be designated as Affordable Homes and included in the Affordable Homes Purchase Program inventory;

d) approving sales of Affordable Homes and transfers of Privately Owned Homes; and

e) reviewing and approving proposals for termination of Affordable Home Purchase Agreements.

.2 **Tribal Manager** is responsible for:

a) serving as an advisor and liaison between the direction of Ohkinniinaa ki Ninaaiks and Siksika Housing;

b) managing their role in accordance with the parameters of applicable agreements, policies, and legislation;

c) reviewing and approving Infrastructure Grant requests where referred by the Housing Manager under this Policy;

d) reviewing and approving exception requests referred by the Housing Manager under this Policy;

e) reviewing matters referred by the Housing Manager that involve transfer requests within five (5) years, renovation timeline extensions, exceptional Infrastructure Grant use, or other circumstances requiring senior administrative review; and

f) supporting coordination between Siksika Housing, the Chief Financial Officer, the Chief Operating Officer, and other Siksika Nation service areas where required to implement this Policy.

.3 Chief Financial Officer is responsible for:

a) confirming financing information where an Applicant seeks Approved Financing through the First Nations Market Housing Program;

b) confirming financing information where an Applicant seeks Approved Financing through an Approved Financial Institution or alternate funding source;

c) confirming whether the Applicant's proposed financing or funding source is sufficient to cover the Class D Cost Estimate and Repair Assessment, including Contingency Allowance;

d) reviewing and approving Infrastructure Grant requests referred by the Housing Manager where the request has financial implications, affects available budget, or requires additional financial review;

e) reviewing and approving exception requests referred by the Housing Manager where the request has financial implications, affects Approved Financing, relates to the Infrastructure Grant, or otherwise requires financial review; and

f) supporting coordination between Siksika Housing, the Tribal Manager, the Chief Operating Officer, Treasury Board, and other Siksika Nation service areas where required to implement the financial requirements of this Policy.

.4 Chief Operating Officer is responsible for:

a) supervising Siksika Nation's service areas and departments, including Siksika Housing and Public Works;

b) developing and implementing strategic initiatives through operations to meet the objectives of Siksika Nation in improving the quality of life of Siksika'i'koan;

c) ensuring strategic directives, decisions, and updates from Siksika Nation Tribal Administration are relayed to Siksika Housing through the Housing Manager; and

d) coordinating and improving processes across divisions and emergency management.

.5 **Housing Manager** is responsible for

a) planning, organizing, directing, and controlling the daily operations of Siksika Housing in accordance with this Policy and any other laws, policies, procedures, by-laws, regulations and agreements;

b) adhering to financial authorities;

c) being accountable for the overall management of Siksika Housing's program area, including the Affordable Home Purchase Program;

d) supervising Supervisors and reviewing their reports;

e) proposing transfers of Nation Owned Homes to become Affordable Homes on an annual basis;

f) overseeing the Affordable Home Purchase Program, including the Affordable Home Purchase Draw; and

g) reviewing and approving Infrastructure Grant requests in accordance with this Policy.

.6 **Supervisors** are responsible for:

a) overseeing the functions of each Siksika Housing program area;

b) supervising Siksika Housing Employees in each of the four Siksika Housing program areas; and

c) reporting to the Housing Manager.

.7 **Siksika Housing Employees** are responsible for supporting the operations of Siksika Housing by carrying out specialized functions, including in accordance with this Policy, in relation to the Affordable Home Purchase Program.

.8 **Engineering Services** is responsible for:

a) helping ensure Siksika Housing projects meet technical and regulatory standards, and follow Engineering Services guidelines;

b) working with the Major Renovations Supervisor to coordinate the Repair Assessment; and

c) improving infrastructure and operational efficiency for Siksika Housing, as well as other departments of Siksika Nation.

.9 **Public Works** is responsible for:

a) coordinating with the Major Renovations Supervisor to provide the Repair Assessment for On Lot Infrastructure and the Class D Cost Estimate;

b) reviewing the anticipated number of occupants listed on the Purchase Application and determining if the occupancy can be accommodated by Siksika Nation infrastructure; and

c) coordinating the transfer of maintenance responsibilities from Public Works to the Homeowner for On Lot Infrastructure upon execution of the Affordable Home Purchase Agreement (Appendix D).

.10 **Public Safety** is responsible for:

a) assisting with the delivery of termination notices in accordance with this Policy; and

b) patrolling vacant Affordable Homes.

.11 **Land Management** is responsible for review and approval of Land Use Agreements between an Applicant and Land Management for the lot and land access required for a Privately Owned Home in accordance with this Policy and the Land Use Policy.

PART 2: AFFORDABLE HOME PROGRAM INVENTORY

2.1 AFFORDABLE HOME PROGRAM INVENTORY

.1 Nation Owned Homes may be selected for the Affordable Home Purchase Program if they are:

a) mortgage free, meaning they have no active financing or liens registered against the property and are not subject to an operating or other financing agreement with Canada Mortgage and Housing Corporation;

b) vacant or abandoned;

c) at least twenty-five (25) years old;

d) free of any unresolved tenancy disputes, land claims, encumbrances, or legal claims;

e) in need of Major Repairs; and

f) located on Siksika Lands.

2.2 NATION OWNED HOME MAJOR REPAIRS LIST

.1 On an annual basis, Property Management shall develop a list of Nation Owned Homes that require Major Repairs based on:

a) The Canada Mortgage and Housing Corporation's cyclical inspections and replacement reserve criteria; and

b) The eligibility requirements under section 2.1.

.2 The Major Renovations Supervisor shall in relation to every Nation Owned Home on the list developed under section 2.2.1:

a) lead a coordinated process with:

(i) Engineering Services, which shall evaluate the building foundation and related foundation repair requirements of the Nation Owned Homes; and

(ii) Public Works, which shall provide the Repair Assessment for On Lot Infrastructure for each Nation Owned Home, and provide input on the Class D Cost Estimate; and

b) compile and organize information into a Repair Assessment and Class D Cost Estimate to determine repairs that are required and a general estimate to bring each Nation Owned Home up to a Liveable Standard.

2.3 RECOMMENDATION AND APPROVAL OF AFFORDABLE HOME INVENTORY

.1 The Housing Manager shall review the list of Nation Owned Homes and related information prepared pursuant to section 2.2 and recommend Nation Owned Homes to be designated as Affordable Homes, based on the following criteria:

a) that the Nation Owned Home meets eligibility criteria under section 2.1; and

b) That Siksika Nation does not have the capital budget or renovation funding available from own source revenue, Canada Mortgage and Housing Corporation, Indigenous Services Canada programs or any other funding source to renovate the Nation Owned Home to Liveable Standards.

.2 In recommending Nation Owned Homes for designation under section 2.3.1, the Housing Manager shall prioritize Nation Owned Homes that can be brought to a Liveable Standard through rehabilitation at a reasonable cost relative to the value of the home and the financing reasonably available to Applicants, including through the First Nations Market Housing Program and the Infrastructure Grant Program under Part 5. A Nation Owned Home shall not be recommended for designation where the Repair Assessment and Class D Cost Estimate prepared under section 2.2 indicate that the cost of rehabilitation to a Liveable Standard approaches or exceeds the cost of replacement, or that the structure is fundamentally unsound; such homes shall be referred for separate remediation, redevelopment, or demolition programming.

.3 The Housing Manager shall provide to the Tribal Manager a list of Nation Owned Homes proposed to become Affordable Homes, together with all related information, for submission to Ohkinniinaa ki Ninaaiks for approval by Council Resolution. Upon approval, the Nation Owned Homes shall be designated as Affordable Homes for inclusion in the Affordable Home Purchase Draw.

PART 3: AFFORDABLE HOME PURCHASE DRAW

3.1 AFFORDABLE HOME PURCHASE DRAW

.1 When there are three (3) or more Affordable Homes approved in accordance with Part 2, an Affordable Home Purchase Draw will take place in accordance with this Part 3.

.2 Siksika Housing shall advertise the Affordable Home Purchase Draw to Siksika'i'koan by posting on the Siksika Nation website, which notice shall include:

a) the deadline for submission of Draw Applications;

b) an outline of the process, including the date and time that the Affordable Home Purchase Draw will take place;

c) the number of Affordable Homes in the draw process;

d) the global estimate of the cost to repair each Affordable Home included in the Affordable Home Purchase Draw, which shall be based on the Class D Cost Estimate and Repair Assessment, including Contingency Allowance; and

e) the disclaimer in section 3.4.3, as well as a statement that: "The rules and process for the Affordable Home Purchase Draw can be found in Part 3 of the Siksika Nation Affordable Home Purchase Policy available for review at Siksika Housing's office."

.3 The Affordable Home Purchase Draw is separate and distinct from the application to be placed on the Housing List under the Siksika Nation Rental Housing Policy. Applying for the Affordable Home Purchase Draw:

a) shall not affect an individual's status on the Housing List unless they are selected and accept transfer of ownership of a Nation Owned Home;

b) if an Applicant is selected and accepts transfer of ownership of a Nation Owned Home, where applicable, the Applicant and any Spouse or Co-Applicant shall:

(i) be removed from the Housing List upon execution of the Affordable Home Purchase Agreement; or

(ii) give up primary and family occupancy of a Nation Owned Home no later than the expiry of the time period required under this Policy for bringing the Privately Owned Home to Liveable Standards, unless an extension is approved in accordance with section 1.5.

3.2 ELIGIBILITY FOR AFFORDABLE HOME PURCHASE PROGRAM

.1 An individual is eligible for the Affordable Home Purchase Program and to submit a Draw Application (Appendix B) if they:

a) are a Siksika'i'koan who is eighteen (18) years of age or older;

b) do not have any outstanding debts or arrears owing to Siksika Housing or Siksika Nation;

c) have not previously received a home through the Affordable Home Purchase Program or any similar previous Siksika Nation program for purchasing affordable housing;

d) completed the Basic Home Maintenance Course; and

e) have sufficient funds or financing to cover the Class D Cost Estimate and Repair Assessment, including Contingency Allowance.

.2 Only one Draw Application shall be submitted per Spouse.

.3 In addition to the eligibility criteria listed above, individuals are only eligible to purchase an Affordable Home upon their selection from the Affordable Home Purchase Draw, and upon submission of the following documents:

a) proof of Approved Financing sufficient to cover the Class D Cost Estimate and Repair Assessment, including Contingency Allowance, which may be in the form of:

(i) pre-approved construction or renovation financing through the First Nations Market Housing Program;

(ii) pre-approved financing from an Approved Financial Institution; or

(iii) personal funds, grants or other non-loan sources of funding accepted by Siksika Housing.

b) contact information for the contractor who will be retained to undertake the repairs on the Privately Owned Home, if applicable, and proof of renovation/maintenance experience of the contractor or the Applicant; and

c) completed Land Use Agreement entered into pursuant to the Land Use Policy, or preliminary written confirmation from Land Management where permitted under section 3.9, provided that the Affordable Home Purchase Agreement shall not be approved until the Land Use Agreement has been approved and completed.

.4 It is highly recommended that Applicants have the required documentation, except for the Land Use Agreement, prepared prior to the date of the Affordable Home Purchase Draw due to the timeline required if the Applicant is selected.

.5 For greater certainty, unless Siksika Housing confirms that an alternate financing pathway is available and acceptable, Applicants requiring construction or renovation loan financing must proceed through the First Nations Market Housing Program process. Nothing in this Policy prevents Siksika Housing from accepting an alternative financing pathway in the future, provided the Applicant obtains financing from an Approved Financial Institution or other funding source accepted by Siksika Housing.

3.3 DRAW APPLICATION

.1 Those eligible under section 3.2 may apply for the Affordable Home Purchase Draw by filling out a Draw Application (Appendix B) and submitting it electronically or to the Siksika Housing office in accordance with any instructions set out in the notice required under section 3.1.2.

.2 The Applicant shall confirm, by indicating on the Draw Application (Appendix B), that they have sufficient financial support to cover the Class D Cost Estimate and Repair Assessment, including Contingency Allowance for repairing at least some of the Affordable Homes in the Affordable Home Purchase Draw.

.3 Participation in the Affordable Home Purchase Draw does not guarantee that the Applicant will be selected to purchase an Affordable Home.

3.4 ADMINISTRATIVE PROCESS DISCLAIMER

.1 The Affordable Home Purchase Draw is not a lottery. Participation in the draw does not require the payment of any fee, deposit or other valuable consideration to enter or to be considered. All Applicants are screened in advance to confirm that they meet the established eligibility criteria for the Affordable Home Purchase Program.

.2 The Affordable Home Purchase Draw is conducted solely as an administrative method to allocate the opportunity to purchase an available Affordable Home among equally qualified Applicants where the demand exceeds the available supply. The Affordable Home Purchase Draw does not offer a “prize”, “gift”, or other gratuitous benefit; rather, it determines the order in which qualified Applicants may proceed to purchase an Affordable Home. This process is part of the Siksika Nation’s internal housing allocation policy and is intended to ensure fairness, transparency, and equal opportunity among all eligible Siksika’i'koan.

.3 An Applicant’s likelihood of selection through the Affordable Home Purchase Draw is determined by the number of eligible Draw Applications submitted and the total number of Affordable Homes offered in the Affordable Home Purchase Draw.

.4 Applying to participate in an Affordable Home Purchase Draw does not create any obligation on the part of the Applicant or Siksika Nation to proceed with the Affordable Home purchase.

3.5 ACKNOWLEDGEMENT OF APPLICANTS

.1 Siksika Nation and Siksika Housing make no guarantee that the Repair Assessment or Class D Cost Estimate is accurate or that it represents the full cost of repairing the Affordable Home to meet Liveable Standards.

.2 Each Applicant in submitting a Draw Application acknowledges and agrees that:

a) the Repair Assessment and Class D Cost Estimate are provided for informational purposes only;

b) neither Siksika Housing nor Siksika Nation warrants the completeness or accuracy of these estimates, nor that they reflect the total cost to repair the Affordable Home to Liveable Standards; and

c) the actual cost of repairs may exceed the estimates provided, and the Applicant is solely responsible for any additional costs required to achieve Liveable Standards.

3.6 REVIEW AND CONFIRMATION OF DRAW APPLICATIONS

.1 Siksika Housing shall review Draw Applications submitted by the applicable deadline and upon confirmation of completeness and eligibility shall:

a) date stamp the Draw Application; and

b) provide the Applicant with verification via email and a copy of the date-stamped Draw Application.

.2 Each Affordable Home Purchase Draw application period shall be left open for thirty (30) calendar days following the publication of the notice of the Affordable Home Purchase Draw.

3.7 DRAW PROCESS

.1 All approved Draw Applications shall be entered into the Affordable Home Purchase Draw.

.2 The Affordable Home Purchase Draw shall be:

a) conducted by an independent third party to ensure impartiality; and

b) held on a specified date and time, which will be communicated to all eligible Applicants.

.3 Applicants are selected for a specified Affordable Home at the time of each draw. The selected Applicant of the specified Affordable Home will be:

a) provided with the Repair Assessment and Class D Cost Estimate; and

b) have the opportunity to meet with a Siksika Housing Employee to view the Affordable Home within seven (7) calendar days of the draw.

.4 An Applicant selected in the Affordable Home Purchase Draw may engage a private certified home inspector or contractor to complete an independent repair assessment and cost estimate prior to submission of the Purchase Application. The Applicant may contact Siksika Housing to arrange time for the inspector to review the Affordable Home. Upon receipt of the inspection report, the selected Applicant shall:

a) forward the inspection report to Siksika Housing; and

b) inform Siksika Housing if the Applicant continues to accept the Affordable Home and provide Siksika Housing with the Purchase Application within the required sixty (60) day timeline referred to in section 3.8.1; or

c) Reject the Affordable Home.

.5 For greater certainty, regardless of the independent assessment, Siksika Nation and Siksika Housing make no guarantee as to the actual cost of repairing an Affordable Home to Liveable Standards.

.6 An Applicant must accept the Affordable Home assigned to them by the Affordable Home Purchase Draw, or refuse the selection within ten (10) days after the inspection, in which case they may enter the next Affordable Home Purchase Draw.

3.8 PURCHASE APPLICATION PROCESS

.1 Upon acceptance of their selection in the Affordable Home Purchase Draw, and within sixty (60) calendar days of the Affordable Home Purchase Draw, an Applicant must complete a Purchase Application (Appendix C) and submit required documentation set out in section 3.2.3, subject to any extension or conditional acceptance permitted under section 3.9.

.2 Where an Applicant relies on construction or renovation loan financing, the Applicant must provide confirmation that they have applied for, or received conditional approval for, Approved Financing through the First Nations Market Housing Program or another financing pathway accepted by Siksika Housing. Siksika Housing may require confirmation from the Chief Financial Officer, Treasury Board, the First Nations Market Housing Program administrator or the applicable Approved Financial Institution before approving the Purchase Application.

.3 In the Purchase Application, the Applicant shall state the number of anticipated occupants that will live in the Privately Owned Home. Siksika Housing will verify the number with Public Works for the purpose of ensuring that Siksika Nation utilities and services are capable of serving the number of anticipated occupants. Any issues that arise must be dealt with between Public Works and the Applicant under the Public Works Policy.

.4 Co-Applicants, for example Spouses, may complete the Purchase Application and sign the Affordable Home Purchase Agreement only if both Applicants meet the eligibility requirements set out in this Policy, including being Siksika'i'koan.

.5 If the selected Applicant does not submit the Purchase Application and required documentation within sixty (60) calendar days of the Affordable Home Purchase Draw, subject to any extension or conditional acceptance permitted under section 3.9, is determined to be ineligible based on the submitted Purchase Application or documents, or decides not to accept the Affordable Home, the Affordable Home will be entered into the next Affordable Home Purchase Draw.

3.9 EXTENTION OR CONDITIONAL ACCEPTANCE OF A PURCHASE APPLICATION

.1 Where an Applicant is unable to submit a complete Purchase Application within the sixty (60) calendar day period required under section 3.8 due to delays in obtaining a completed Land Use Agreement or Approved Financing, the Applicant may submit a written request to the Housing Manager for an extension in accordance with section 1.5.

.2 A request under this section must be submitted before the expiry of the sixty (60) calendar day period, unless otherwise approved by the Housing Manager, and must include:

a) the reason the extension is required;

b) confirmation of the steps taken by the Applicant to obtain the Land Use Agreement;

c) any written confirmation or preliminary approval received from Land Management; and

d) any other information reasonably required by Siksika Housing.

.3 Notwithstanding anything to the contrary in this Policy, Siksika Housing may conditionally accept a Purchase Application where the Applicant has not yet received a completed Land Use Agreement provided that the Applicant submits written confirmation from Land Management or the Treasury Board, as applicable that:

a) the Applicant has applied for the required Land Use Agreement or Approved Financing;

b) Land Management or the Treasury Board have completed a preliminary review of the application; and

c) there are no known issues preventing the Land Use Agreement or Approved Financing from proceeding.

.4 Conditional acceptance of a Purchase Application under this section does not constitute approval of a Purchase Application, approval of the Land Use Agreement, approval of Approved Financing, or approval of the transfer of the Affordable Home.

.5 Where an Applicant receives an extension or conditional acceptance under this section but fails to diligently pursue the Land Use Agreement or fails to satisfy any condition required by Land Management or Siksika Housing, the Housing Manager may determine that the Applicant has not completed the Purchase Application process, and the Affordable Home may be entered into the next Affordable Home Purchase Draw.

PART 4: AFFORDABLE HOME PURCHASE AGREEMENT

4.1 AFFORDABLE HOME PURCHASE AGREEMENT

.1 After the Purchase Application is complete and approved, the Applicant shall fill out the Affordable Home Purchase Agreement (Appendix D) and the Certificate of Home Ownership (Appendix E) with the Housing Manager. The Housing Manager will explain the terms, conditions and obligations under the Affordable Home Purchase Agreement and the Certificate of Home Ownership before the Applicant signs it. The Applicant is encouraged to seek independent legal advice before executing the Affordable Home Purchase Agreement in the presence of the Housing Manager.

.2 Before executing the Affordable Home Purchase Agreement (Appendix D), the Applicant shall either:

a) Obtain, at the Applicant's expense, an independent inspection of the Affordable Home by a qualified inspector and confirm in writing that they have reviewed it; or

b) Sign a waiver acknowledging that they have had the opportunity to obtain an independent inspection, have chosen not to do so, and accept the Affordable Home in its "as-is" condition.

Siksika Housing shall provide the Applicant with the Repair Assessment, the Class D Cost Estimate, and any known deficiencies before the Applicant makes this election.

.3 Upon the approved Applicant's execution of the Affordable Home Purchase Agreement, the Housing Manager is authorized to execute the Affordable Home Purchase Agreement and the Certificate of Homeownership on behalf of the Siksika Nation, provided the Affordable Home was designated by Ohkinniinaa ki Ninaaiks under section 2.3.3 and the Applicant has satisfied all requirements of Part 3 and this Part 4. The Housing Manager shall report all executed Affordable Home Purchase Agreements to Ohkinniinaa ki Ninaaiks on a quarterly basis.

.4 Siksika Housing will provide the Homeowner with the fully executed original copy of the Affordable Home Purchase Agreement, the original Certificate of Homeownership and a copy of the Council Resolution. A copy of all documents, including the Council Resolution shall be kept by Siksika Housing.

4.2 REGISTRATION OF HOMEOWNERSHIP

.1 Siksika Housing will register the approved Applicant as a Homeowner and update the Siksika Housing database to reflect the transfer of the Affordable Home to a Privately Owned Home. All related documents shall be scanned, filed and securely stored by Siksika Housing.

4.3 HOME OCCUPANCY AND HOMEOWNER RESPONSIBILITIES

.1 Upon an Affordable Home becoming a Privately Owned Home the Siksika Nation has no responsibilities over the Privately Owned Home unless otherwise stipulated in the Affordable Home Purchase Agreement.

.2 Within sixty days (60) of executing the Affordable Home Purchase Agreement, the Homeowner shall provide:

a) proof of insurance with fire, flood and full structural coverage to Siksika Housing (content insurance is not required but highly recommended); and

b) commence work to repair the Privately Owned Home to Liveable Standards in accordance with the Repair Assessment.

.3 The Homeowner shall complete all repairs required to bring the Privately Owned Home to Liveable Standards within eighteen (18) months of executing the Affordable Home Purchase Agreement, unless an extension is approved in writing by Siksika Housing in accordance with section 1.5.

.4 Where the Homeowner does not commence repairs within sixty (60) days, does not make reasonable progress toward completion, or does not complete repairs within eighteen (18) months, Siksika Housing may provide written notice requiring the Homeowner to submit a remediation plan within thirty (30) days.

.5 A remediation plan must identify the outstanding repairs, anticipated timelines, contractor or financing issues, and any steps required to bring the Privately Owned Home to Liveable Standards. Siksika Housing may approve the remediation plan, approve it with conditions, or refer the matter for further review in accordance with this Policy.

.6 Failure to submit or comply with an approved remediation plan constitutes a breach of this Policy and the Affordable Home Purchase Agreement and may result in termination in accordance with Part 6.

.7 The Homeowner shall permanently reside in the Privately Owned Home once repairs are complete.

.8 The Privately Owned Home shall not be used primarily or solely as a rental or income-generating property. For greater certainty, the Homeowner may permit occupancy arrangements such as room rentals, shared living with extended family, or the receipt of reasonable financial contributions for room and board provided that:

a) the Homeowner continues to occupy the Privately Owned Home as their primary residence;

b) the Privately Owned Home is not operated as a full or commercial rental business, including short-term or long-term rental operations intended primarily for profit; and

c) such occupancy arrangements are limited to Siksika'i'koan and other individuals who are lawfully permitted to reside on Siksika Lands in accordance with applicable Siksika Nation laws and policies, including the Siksika Nation Trespass By-Law No. 2021-01.

.9 Homeowners are solely responsible for all costs associated with 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 Homeowner would uphold.

.10 For greater certainty, the Homeowner remains solely responsible for securing and maintaining any Approved Financing required to complete repairs or renovations to the Privately Owned

Home. Where the Homeowner accesses financing through the First Nations Market Housing Program or another Approved Financial Institution, the Homeowner must comply with all applicable financing, loan guarantee, insurance, security, inspection, and repayment requirements.

.11 Where the Homeowner accesses Approved Financing, the Homeowner is solely responsible for understanding and complying with all borrower obligations, including loan repayment, insurance, security, inspection, draw, default, and reporting requirements. Siksika Nation's role in facilitating or supporting access to financing does not make Siksika Nation responsible for the Homeowner's loan obligations, failure to proceed with renovations, contractor issues, or default under any financing arrangement.

.12 Homeowners shall make best efforts to ensure that all utility services, including gas, electricity, water and sewer are connected, operable and maintained in their Privately Owned Home. Homeowners are encouraged to review the Siksika Nation Public Works Policy to understand their responsibilities in relation to utilities and other services.

.13 Homeowners must comply with the terms and conditions of their Affordable Home Purchase Agreement, as well as all applicable Siksika Nation bylaws, policies, laws and any other applicable instruments.

PART 5: INFRASTRUCTURE GRANT PROGRAM

5.1 PURPOSE

.1 The Infrastructure Grant is intended to support critical infrastructure and foundation repairs necessary to ensure that a Privately Owned Home meets or maintains Liveable Standards.

.2 The Infrastructure Grant is managed as a Siksika Nation-funded program administered by Siksika Housing in coordination with the Finance Department, and must comply with the Financial Administration Law.

.3 The Infrastructure Grant is separate from any construction loan, renovation loan, loan guarantee, or other financing arrangement accessed by the Homeowner, including through the First Nations Market Housing Program or any similar Approved Financing.

5.2 MAXIMUM FUNDING

.1 The Infrastructure Grant provides funding of up to a maximum of $50,000 per Privately Owned Home. Approval of any amount is at the discretion of Siksika Nation and is not automatic.

.2 For greater certainty, approval of an Infrastructure Grant does not entitle a Homeowner to the full $50,000 maximum amount. The amount approved shall be based on the eligible work, supporting documentation, available budget, and any terms and conditions imposed by the Siksika Nation.

5.3 ELIGIBLE USES

.1 The Infrastructure Grant may be used for infrastructure-related repairs, including:

a) foundation repairs;

b) water, sewer, septic, or well systems;

c) underground servicing and utility connections;

d) grading, drainage, and essential access; and

e) other infrastructure improvements required to extend the lifespan of the Privately Owned Home.

.2 The Infrastructure Grant shall not be used for cosmetic or primarily above-ground improvements, including roofing, siding, or interior finishes, unless approved on an exceptional basis where the approving authority determines the work is directly connected to an eligible infrastructure issue or is otherwise necessary to support the lifespan, safety, or habitability of the Privately Owned Home.

5.4 TIMING OF ACCESS

.1 The Infrastructure Grant:

a) is not provided as an upfront payment;

b) may only be accessed after an issue is identified through a Repair Assessment, inspection report, or construction process; and

c) must be requested within thirty-six (36) months of the execution of the Affordable Home Purchase Agreement, unless otherwise approved by the Chief Financial Officer and Tribal Manager in accordance with section 1.5.

.2 Siksika Housing may recommend an extension of the request period in accordance with section 5.4.1c) where the Homeowner demonstrates that the infrastructure issue could not reasonably have been identified earlier, or where the issue arose during or after completion of repairs to the Privately Owned Home.

5.5 APPLICATION AND APPROVAL

.1 To access the Infrastructure Grant, the Homeowner must:

a) submit a written request to Siksika Housing using the Infrastructure Grant Application Form (Appendix H);

b) provide supporting documentation, including inspection reports, contractor quotes, or engineering verification; and

c) demonstrate that the requested work is necessary to meet or maintain Liveable Standards or to extend the lifespan of the Privately Owned Home.

.2 The Housing Manager may approve requests or refer them to the Chief Financial Officer and Tribal Manager for review and approval where appropriate, including where the nature of the work, available budget, or other circumstances require additional financial or administrative review.

.3 An Infrastructure Grant may be approved pursuant to any terms and conditions deemed appropriate by the approving authority.

.4 All Infrastructure Grants shall be administered pursuant to an Infrastructure Grant Agreement (Appendix H).

5.6 ADMINISTRATION OF FUNDS

.1 The Infrastructure Grant shall be administered by Siksika Housing in accordance with the applicable Infrastructure Grant Agreement (Appendix H), and:

a) payments shall be made directly to contractors or service providers wherever possible;

b) reimbursement to the Homeowner may be permitted under the Infrastructure Grant Agreement where supported by appropriate documentation, including proof of payment, original itemized invoices or receipts, and confirmation that the work or expense is eligible under the Infrastructure Grant terms; and

c) credit card receipts alone are insufficient, an itemized invoice or supplier receipt is required for any reimbursement or expense claim.

.2 Approval of the Infrastructure Grant, including the amount and scope of eligible work, is at the discretion of Siksika Nation, having regard to program priorities, available budget, and the condition of the Privately Owned Home.

.3 Siksika Housing shall maintain a file for each approved Infrastructure Grant, including the Infrastructure Grant Application Form, supporting inspection or technical documentation, approval decision, Infrastructure Grant Agreement, invoices, proof of completion, payment records, and any reimbursement documentation.

5.7 NON-TRANSFERABLE

.1 Any Infrastructure Grant provided under this Policy is non-transferable and does not increase the value or resale entitlement of the Privately Owned Home.

.2 For greater certainty, any unused portion of an approved Infrastructure Grant does not belong to the Homeowner and shall not be paid to the Homeowner, transferred to another property, or included in any sale or transfer price for the Privately Owned Home.

5.8 NO LIABILITY TO CONTRACTORS, ETC.

.1 The approval, administration, or payment of an Infrastructure Grant does not make Siksika Nation, Siksika Housing, Ohkinniiinaa ki Ninaaiks, or any Siksika Nation service area, department, officer, employee, agent, or representative a party to any contract between a Homeowner and any contractor, supplier, consultant, engineer, inspector, or other service provider.

.2 Siksika Nation is not responsible for any debts, invoices, claims, liens, deficiencies, delays, defects, damages, or disputes arising from or relating to work, services, materials or goods supplied in connection with a Privately Owned Home, except to the extent expressly agreed to in writing by Siksika Nation.

.3 The Homeowner remains solely responsible for selecting, retaining, supervising, and paying any contractor, supplier, consultant, engineer, inspector, or other service provider, subject only to any payment approved under an Infrastructure Grant Agreement.

PART 6: TRANSFER AND TERMINATION

6.1 TRANSFER OF HOME OWNERSHIP WITHIN FIVE YEARS

.1 A Privately Owned Home shall not be sold, assigned, or otherwise transferred within five (5) years of the date of issuance of the Certificate of Homeownership, except where the conditions of this section are met.

.2 A request may be made to transfer a Privately Owned Home under section 6.2, within five (5) years of the date of issuance of the Certificate of Homeownership, where the Homeowner first demonstrates reasonable grounds for the transfer, including:

a) death of the Homeowner;

b) serious illness or disability affecting the Homeowner or an immediate family member;

c) loss of employment or significant financial hardship;

d) relocation required for employment, education, or family circumstances; or

e) other reasonable circumstances.

.3 A Homeowner seeking approval of a transfer under this section must submit a written request to the Housing Manager outlining the reasons for the requested transfer.

.4 The Housing Manager shall review the request to determine compliance with section 6.1.2, or may refer the request to the Chief Financial Officer and Tribal Manager for further review where the circumstances warrant.

.5 Where the Housing Manager, or as applicable, the Chief Financial Officer and Tribal Manager, determine that the transfer request complies with 6.1.2, a request for transfer of Homeownership under section 6.2 may be made.

.6 Any transfer or attempted transfer in violation of this section constitutes a breach of this Policy and the Affordable Home Purchase Agreement and may result in termination of the Homeownership Agreement in accordance with section 6.4.

6.2 TRANSFER OF OWNERSHIP

.1 A Privately Owned Home transferred pursuant to this Policy must have an executed Certificate of Homeownership to be eligible for transfer. A Privately Owned Home purchased under any previous Siksika Nation policy or program shall follow the transfer requirements of that original policy, program or purchase agreement.

.2 A Privately Owned Home may only be transferred to another Siksika'i'koan over the age of eighteen (18).

.3 Siksika Nation retains the right of first refusal to reacquire a Privately Owned Home through the transfer process.

.4 Prior to submitting a transfer request, the Homeowner must obtain approval from Land Management for the transfer of the Land Use Agreement under the Land Use Policy. Proof of such approval must be provided to Siksika Housing, and no transfer request will be considered without it.

.5 All Privately Owned Home transfers shall:

a) be completed using the Affordable Home Purchase Assignment Agreement (Appendix G); and

b) not be recognized or registered by Siksika Housing without the prior approval of Ohkinniinaa ki Ninaaiks by Council Resolution.

.6 A Homeowner may submit a written request to Siksika Housing to transfer a Privately Owned Home, which written request shall include:

a) all relevant documents, including the executed Certificate of Homeownership, the Affordable Home Purchase Agreement and appended Land Use Agreement, and, where applicable, confirmation of compliance with section 6.1;

b) proof of Land Management approval of the transfer of the Land Use Agreement;

c) the name and contact information of the proposed transferee;

d) status of renovations to bring the Privately Owned Home to Liveable Standards based on the Repair Assessment; and

e) the proposed purchase price.

.7 Where the proposed transfer request contains all required information and documentation, the Housing Manager will provide the information and their recommendation to Ohkinniinaa ki Ninaaiks with a draft Council Resolution and draft Certificate of Homeownership (Appendix E) for approval.

.8 Where Ohkinniinaa ki Ninaaiks approves the transfer, they will authorize the Housing Manager to execute an assignment agreement and provide a new Certificate of Homeownership (Appendix E) on behalf of Siksika Nation, and may approve the transfer on any terms or conditions deemed necessary.

.9 Siksika Housing shall inform the Homeowner of the decision, and the Homeowner and transferee shall attend a meeting with the Housing Manager to execute the assignment agreement, at which time Siksika Housing will also execute the new Certificate of Homeownership (Appendix E) and void the original Certificate of Homeownership (Appendix E).

.10 The new Homeowner shall keep the original copy of the executed assignment agreement. The previous homeowner and Siksika Housing shall retain copies of the executed assignment agreement, and Siksika Housing shall forward a copy to Land Management.

6.3 DEATH OF HOMEOWNER

.1 Siksika Housing shall be notified in writing of the death of a Homeowner by a Co-Homeowner or other family member and provided with a copy of the death certificate or other acceptable proof of death.

.2 Where a Co-Homeowner is listed on the Certificate of Homeownership (Appendix E), the Co-Homeowner automatically becomes the sole owner of the Privately Owned Home, and Siksika Housing will ensure that the Privately Owned Home is transferred to that individual's name.

.3 Subject to the *Family Homes on Reserves and Matrimonial Interests or Rights Act*, where there is no Co-Homeowner, the following shall apply:

a) if the deceased left a valid will:

(i) The executor shall apply in writing to Siksika Housing with proof of executor status for a transfer of the Privately Owned Home on behalf of the beneficiary; and

(ii) the Privately Owned Home shall be transferred to the beneficiary identified by the executor, provided the beneficiary is Siksika'i'koan, following the transfer process set out in section 6.2, modified as necessary, including the beneficiary signing an Affordable Home Purchase Assignment Agreement (Appendix G) with Siksika Housing;

b) if there is no will:

(i) The intestacy provisions of the *Indian Act* and related regulations apply, in which case Indigenous Services Canada must appoint an administrator to manage the estate;

(ii) The appointed administrator must apply in writing to Siksika Housing with proof of their administrator status for a transfer of the Privately Owned Home on behalf of the lawful beneficiary; and

(iii) Siksika Housing will follow the transfer process set out in section 6.2, modified as necessary, including ensuring the beneficiary signs an assignment agreement.

c) If the designated beneficiary is not eligible for the transfer, including because they are non-Siksika'i'koan, the Privately Owned Home shall be reassigned to an eligible individual or returned to Siksika Nation.

6.4 TERMINATION OF AGREEMENT

.1 Where there has been a breach of the Affordable Home Purchase Agreement or this Policy, Siksika Housing is authorized to terminate the Affordable Home Purchase Agreement in accordance with this section 6.4. Without limiting the foregoing, a breach may include:

a) where the Privately Owned Home is deemed unfit for habitation in accordance with subsections 6.4.2 and 6.4**Error! Reference source not found.**;

b) failure to commence, diligently pursue, or complete repairs to bring the Privately Owned Home to Liveable Standards within the timelines required under this Policy or the Affordable Home Purchase Agreement, including failure to comply with an approved remediation plan;

c) abandonment of the Privately Owned Home;

d) transfer of ownership in violation of this Policy or the Affordable Home Purchase Agreement;

e) breach of the Land Use Agreement;

f) breach or default of any loan, loan guarantee, security agreement, indemnity agreement, credit enhancement requirement, or similar agreement with Siksika Nation, the First Nations Market Housing Program, an Approved Financial Institution, or any other program or funding source through which the Homeowner has received Approved Financing to repair or renovate a Privately Owned Home; and

g) where the Homeowner is no longer entitled to reside on Siksika Lands, including in accordance with the Siksika Nation Trespass By-Law No. 2021-01.

.2 Where Siksika Housing and a public health authority determines that the Privately Owned Home is unfit for habitation or poses an immediate risk to health and safety, Public Safety shall provide the Homeowner with written notice outlining:

a) the findings of the public health authority;

b) remediation requirements, if applicable; and

c) the next steps that must be taken.

.3 Where subsection 6.4.2 applies:

a) Siksika Housing may, at its sole discretion, enter into an agreement with the Homeowner to delay termination of the Affordable Home Purchase Agreement on the condition that the Homeowner remediates the Privately Owned Home at the Homeowner's own expense, and where the Homeowner agrees in writing to a remediation plan and provides proof of sufficient funding for remediation; or

b) where no agreement is entered into, within one hundred twenty (120) days, Siksika Housing shall:

(i) submit a request for authorization to Ohkinniinaa ki Ninaaiks to terminate the Affordable Home Purchase Agreement;

(ii) upon receipt of Ohkinniinaa ki Ninaaiks resolution authorizing the termination of the Affordable Home Purchase Agreement, Siksika Nation shall board up and demolish the Privately Owned Home; and

(iii) the Affordable Home Purchase Agreement is terminated without any cost or penalty to Siksika Nation.

.4 In any other event of breach, aside from the circumstances set out in subsections 6.4.2 and 6.4.3 (uninhabitable conditions), the following breach and termination procedures apply:

a) Siksika Housing may, with the consent of Ohkinniinaa ki Ninaaiks, enter into a written agreement with the Homeowner to remedy the breach;

b) where subsection a) does not apply or the written agreement referred to in subsection a) is breached, Siksika Housing may submit a request to Ohkinniinaa ki Ninaaiks for approval to revert ownership of the Privately Owned Home back to the Siksika Nation and terminate the Affordable Home Purchase Agreement;

c) upon authorization by Ohkinniinaa ki Ninaaiks by Council Resolution, Public Safety shall provide the Homeowner or any other occupant with a written notice of termination and ninety (90) days to vacate the premises;

d) the Affordable Home Purchase Agreement shall terminate without any cost or liability to Siksika Nation; and

e) if the Homeowner and any other occupant does not vacate the premises within the specified timeframe, Siksika Housing will apply for an order of trespass in accordance with Siksika Nation Trespass By-Law No. 2021-01.

.5 Where the Affordable Home Purchase Agreement is terminated in accordance with this section, the Privately Owned Home reverts back to the Siksika Nation and the Certificate of Homeownership and Land Use Agreement are automatically cancelled. Siksika Nation shall provide notice of cancellation of the Land Use Agreement to Land Management.

APPENDIX A: APPROVAL AND AMENDMENTS

Indigenous Services Canada | Services aux Autochtones Canada

PROTECTED B (when completed)

BAND COUNCIL RESOLUTION

Chronological number	BCR # 2026 - 52
File reference number	Page 1 of 2

Note: The words "from our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.

The Council of the Siksika Nation		**Cash free balance**
		Capital account ($)
Duly convened meeting date (YYYYMMDD) 2026 - 06 - 18	Province/Territory Alberta	Revenue account ($)

Do hereby resolve

AT A DULY CONVENED meeting of the Siksika Nation Ohkinniinaa ki Ninaaiks ("**Council**") held on the 18th day of June, 2026, Council passed the following Band Council Resolution:

WHEREAS Council, as duly elected leaders, are empowered to act on behalf of the members of the Siksika Nation and are responsible for the peace, order, and good government of the Nation;

WHEREAS the Siksika Nation previously operated an informal program through which certain Nation Owned Homes were transferred to Siksika'i'koan for one dollar, and the proposed Siksika Nation Affordable Home Purchase Policy (the "**AHPP Policy**") formalizes that program;

WHEREAS section 1.1.1 of the AHPP Policy provides that it comes into effect under the authority of Ohkinniinaa ki Ninaaiks, in accordance with the Nation's laws, customs, and traditions, and section 1.1.3 provides that only Ohkinniinaa ki Ninaaiks may approve amendments to the AHPP Policy by Resolution;

WHEREAS the AHPP Policy was presented to Council at a First Reading on May 20, 2026; and the revised AHPP Policy has been returned to Council for Second Reading as of the date of this Resolution;

WHEREAS Siksika Housing and the Tribal Manager have reviewed the AHPP Policy and recommend it for Council approval;

WHEREAS after due consideration, Council has determined that it is in the best interests of the Siksika Nation and Siksika'i'koan to approve the AHPP Policy;

NOW THEREFORE BE IT RESOLVED THAT:

1. Council hereby approves and adopts the AHPP Policy in the form presented to Council.
2. The AHPP Policy comes into effect on the date of this Resolution in accordance with section 1.1.1.

Quorum 7	Siipiinaomahka Samuel Crowfoot Chief X	
Aakomianista'paaki Candace Backfat - Councillor X	Amiianisstohkitopi Carlon Big Snake - Councillor X	Miistapainihki Owen Crane Bear - Councillor X
Aisstainihki Romeo Crowchief – Councillor X	Mi'ksstamik Darrell Daniels – Councillor X	Ahsoapitisowo Louise Doore - Councillor X
Ksistsikomia'ki, Tracy McHugh - Councillor X	Kitstsiponista, Kendall Panther Bone – Councillor X	Natoyiiksisskstakiaaki Lenora Rabbit Carrier – Councillor X
Kanaikito Ike Solway - Councillor X	Miisamoh'posskina'ki Jamie Spring Chief – Councillor X	Anaokiitapii Stephen Yellow Old Woman – Councillor X

ISC USE ONLY

Expenditure	Authority (*Indian Act* Section)	Source of funds	Expenditure	Authority (*Indian Act* Section)	Source of funds
		◯ Capital ◯ Revenue			◯ Capital ◯ Revenue

Recommending officer		Recommending officer	
Signature	Date (YYYYMMDD)	Signature	Date (YYYYMMDD)
Approved by		Approved by	
Signature	Date (YYYYMMDD)	Signature	Date (YYYYMMDD)

INTER 80-005SE 2021-08-05

Canada

APPENDIX B: AFFORDABLE HOME PURCHASE DRAW APPLICATION

Siksika Nation

Affordable Home Purchase Draw Application

Primary Applicant Information:

Application Date	
Full Name:	Band Number:
Contact Number:	Email:
Mailing Address:	

Co-Applicant Information:

Full Name:	Band Number:
Contact Number:	Email:
Mailing Address:	

How do you intend to fund the repairs required to bring an Affordable Home to Livable Standards?

- ☐ First Nations Market Housing Program construction or renovation financing
- ☐ Financing from an Approved Financial Institution
- ☐ Personal funds
- ☐ Grant funding
- ☐ Other non-loan funding accepted by Siksika Housing

Have you received pre-approval or conditional approval for financing? Yes / No / Not applicable

Do you have a reputable contractor selected? Yes / No

Eligibility Confirmation
Please confirm the following:

- ☐ I am a Siksika'i'koan who is eighteen (18) years of age or older
- ☐ I do not have outstanding debts or arrears owing to Siksika Housing or Siksika Nation
- ☐ I have not previously received a home through the Affordable Home Purchase Program or any similar previous Siksika Nation affordable housing purchase program
- ☐ I have completed the Basic Home Maintenance Course
- ☐ I have sufficient funds or financing, or am able to obtain sufficient funds or financing, to cover the required repairs for at least some Affordable Homes included in the Affordable Home Purchase Draw.

Applicant Signature:

Applicant:	Co-Applicant:

Siksika Housing Office Use Only:
Application received:

Affordable Home Purchase Lottery Application File Number Assigned:

APPENDIX C: AFFORDABLE HOME PURCHASE APPLICATION

Siksika Nation
Affordable Home Purchase
Application Form

Primary Applicant Information:

Application Date:	
Full Name:	Band Number:
Contact Number:	Email:
Mailing Address:	

Co-Applicant Information:

Full Name:	Band Number:
Contact Number:	Email:
Mailing Address:	

Draw Selection Information:

Date selected in the Affordable Home Purchase Draw:	Affordable Home # Assigned:

Current Home / Living Situation

Address/House Number/Street/Community/City/Province:	Do you: □ Own □ Rent □ Room & Board □ Other:
Length of Time Living There:	Please indicate your monthly housing expenses: (Rent, utilities, maintenance)

Previous Home / Living Situation

Address/House Number/Street/Community/City/Province:	Do you: □ Own □ Rent □ Room & Board □ Other:
Length of Time Living There:	Please indicate your monthly housing expenses: (Rent, utilities, maintenance)

Departmental Coordination Information

Anticipated number of occupants in the Home: # _______	______Verified by Public Works
Acknowledge transfer and sign off of maintenance responsibilities for on lot infrastructure from Privately Owned Home to Privately Owned Home	______Verified by Public Works
Land Use Agreement Completed	______ Verified by Lands Management

Financing Information

How do you intend to finance required repairs to bring the Affordable Home to Liveable Standards? (Proof required)	______ Personal Funds ______ Pre-approved financing from an Approved Financial Institution (Name: _____________) ______ First Nation Market Housing Program

Repairs/Contractor Information

Who will perform the repairs required to bring the Affordable Home to Livable Standards?	______ Applicant ______ Certified General Contractor ______ Other contractor or service provider
Contractor/Service Provider Information:	Name: ______________________ Contact: ______________________
Supporting documentation attached:	______Contractor quote ______Contractor credentials/proof of experience ______Applicant proof of renovation or maintenance experience ______Other

Requirement Checklist

Proof of Financing attached: ____________

Basic Home Maintenance Completed: ____________

Land Use Agreement: ____________

Copy of Housing Department Repair Assessment ____________

Copy of Independent Repair Assessment (optional) ____________

Contractor's or Applicants Proof of Experience ____________

Eligibility Confirmation:

The Applicant (and where applicable Co-Applicant) confirm that they:

- ☐ are a Siksika'i'koan who is eighteen (18) years of age or older
- ☐ do not have a outstanding debts or arrears owing to Siksika Housing or Siksika Nation
- ☐ have not previously received a home through the Affordable Home Purchase Program or any similar Siksika Nation affordable housing purchase program
- ☐ have completed the Basic Home Maintenance Course
- ☐ have sufficient Approved Financing or other approved funds to cover the Cost Estimate and Repair Assessment, including Contingency Allowance

Financing and Borrower Responsibility Acknowledgement

The Applicant (and where applicable Co-Applicant) acknowledges that, if they access financing through the First Nations Market Housing Program, an Approved Financial Institution, or another approved financing pathway, they are solely responsible for understanding and complying with all borrower obligations, including repayment, insurance, security, inspection, draw default, and reporting requirements. The Applicant acknowledges that Siksika Nation's role in facilitating or supporting access to financing does not make Siksika Nation responsible for the Applicant's loan obligations, failure to proceed with repairs, contractor issues, or defaults under any financing arrangement.

Applicant Initialed: _________ Co-Applicant Initialed: _________

Certification and Authorization

The Applicant certifies that the information provided in this Purchase Application is true, accurate, and complete. The Applicant authorizes Siksika Housing to verify all information provided, including eligibility, Siksika'i'koan status, debts or arrears owing to Siksika Housing or Siksika Nation, completion of the Basic Home Maintenance Course, financing or funding information, Land Use Agreement status, contractor information, and Public Works servicing information.

The Applicant understands that providing false, incomplete, or misleading information may result in denial of the Purchase Application or other action under the Affordable Home Purchase Policy.

Applicant Signature:

Applicant:	Co-Applicant:

Siksika Housing Office Use Only:

Review of outstanding balances with Siksika Treasury:

Application received:

House Number from Draw:

File Number Assigned:

APPENDIX D: AFFORDABLE HOME PURCHASE AGREEMENT

SIKSIKA NATION AFFORDABLE HOME PURCHASE AGREEMENT

(the **“Agreement”)**

THIS AGREEMENT is made this ___day of____________, 202_

Between:

Siksika Nation

and

____

Siksika’i’koan (the "**Homeowner**")

And, where applicable

____

Siksika’i’koan (the “**Co-Homeowner**”)

(each a “**Party**” and together, the “**Parties**”)

WHEREAS, pursuant to the Siksika Nation Affordable Home Purchase Policy attached to this Agreement as **Schedule “A”** (the “**Policy**”), Siksika Nation supports private ownership of homes on Siksika Lands by Siksika’i’koan while ensuring housing practices reflect the Siksika Nation’s values, laws, and priorities;

WHEREAS, the Homeowner has been selected through the Affordable Home Purchase Draw, has completed the Affordable Home Purchase Application, attached as **Schedule “B”**, and wishes to purchase and assume responsibility for a Privately Owned Home under the Affordable Home Purchase Program;

WHEREAS, the Homeowner has entered into a Land Use Agreement for the lands on which the Privately Owned Home is situated, issued under the Siksika Nation Land Use Policy (the “**Land Use Policy**”), which is attached to this Agreement as **Schedule “C”**;

WHEREAS, the Homeowner acknowledges that part of the consideration for receiving the Privately Owned Home is the Homeowner’s obligation to renovate the Privately Owned Home to Liveable Standards at their own cost;

WHEREAS, Ohkinniinaa ki Ninaaiks has approved the terms of this Agreement and authorized the Housing Manager to sign this Agreement and the Certificate of Homeownership on behalf of Siksika Nation by Council Resolution, attached to this Agreement as **Schedule "E"**;

AND WHEREAS, Siksika Housing has confirmed the Homeowner's eligibility for a Privately Owned Home by issuing a Certificate of Homeownership, a copy of which is attached as **Schedule "F**";

AND WHEREAS, the Parties wish to set out the terms and conditions governing the transfer, repair, occupancy, use, ownership, and possible termination or transfer of the Privately Owned Home;

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:

1. Interpretation

1.1 All capitalized terms in this Agreement shall have the same meaning as the Policy, except for those terms that are defined within.

1.2 This Agreement shall be governed by and construed in accordance with the laws of the Siksika Nation, and the laws of the Province of Alberta and Canada applicable therein.

1.3 This Agreement shall be read together with the Policy, the Affordable Home Purchase Agreement appendices, the Land Use Agreement, the Certificate of Homeownership, and any applicable Council Resolution. In the event of a conflict between this Agreement and the Policy (attached as **Appendix "A"**), the Policy shall prevail to the extent of the inconsistency, unless this Agreement imposes a stricter obligation on the Homeowner.

1.4 References to "**Homeowner**" includes a reference to any "**Co-Homeowner**", and each reference to the Homeowner applies to the Co-Homeowner jointly and severally, unless the context requires otherwise.

2. Compliance with Affordable Home Purchase Policy

2.1 The Homeowner agrees that this Agreement is subject to the terms and conditions of the Policy, as amended from time to time. Without limiting the foregoing, the Homeowner must comply with all provisions of the Policy, including eligibility requirements, Homeowner responsibilities, repair timelines, financing obligations, transfer restrictions, and any other obligations under the Policy.

2.2 Failure to comply with the Policy may result in termination of this Agreement, in accordance with Section 13 of this Agreement, or Siksika Housing taking further action in accordance with the Policy, this Agreement or other Siksika Nation laws and policies.

3. Eligibility Confirmation

3.1 The Siksika Nation confirms, based on the information provided by the Homeowner, that the Homeowner, and as applicable the Co-Homeowner, has met the eligibility criteria set out in the Policy, including;

(a) being a Siksika'i'koan who is eighteen (18) years of age or older;

(b) does not have any outstanding debts or arrears owing to Siksika Housing or Siksika Nation;

(c) has not previously received a home through the Affordable Home Purchase Program or any similar previous Siksika Nation program for purchasing housing;

(d) has provided proof of Approved Financing or other approved funds sufficient to cover the Class D Cost Estimate and Repair Assessment, including Contingency Allowance;

(e) has provided required contractor information or proof of renovation or maintenance experience, where applicable;

(f) has completed the Basic Home Maintenance Course; and

(g) has entered into the Land Use Agreement attached as **Schedule "C"**.

4. Transfer of Homeownership

4.1 For consideration of one dollar ($1.00), and the Homeowner's agreement to repair the Privately Owned Home described in the Certificate of Homeownership attached as **Appendix "F"** to meet Liveable Standards, Siksika Nation transfers ownership of the Privately Owned Home to the Homeowner.

4.2 The Homeowner acknowledges that ownership of the Privately Owned Home is separate from the underlying Siksika Lands, which remain Siksika Lands and are governed by the Land Use Agreement, the Land Use Policy, and applicable Siksika Nation laws and policies.

4.3 The Homeowner must not sell, assign, transfer, encumber, rent, abandon, or otherwise deal with the Privately Owned Home except in accordance with this Agreement and the Policy.

5. Condition of Property

5.1 The Homeowner acknowledges that they have had the opportunity to arrange for an inspection of the Privately Owned Home, and the Homeowner accepts the Privately Owned Home in its "as-is" condition, without any warranties or representations, express or implied from Siksika Nation regarding the condition, repair, maintenance, design, construction, habitability, fitness, quality, compliance with laws, or estimated cost of repairs for the Privately Owned Home.

5.2 Siksika Nation has no obligation to provide financial or in-kind assistance for repairs, upgrades, renovations, maintenance, utilities, insurance, contractor costs, financing costs, or any other cost associated with the Privately Owned Home except where expressly approved in writing under this Agreement, the Policy, an Infrastructure Grant Agreement, or another written agreement signed by Siksika Nation.

6. Initial Repairs

6.1 The Homeowner shall commence work to undertake the repairs documented in the Repair Assessment, attached as **Schedule "D"**, within sixty (60) days of executing this Agreement.

6.2 The Homeowner shall complete all repairs required to bring the Privately Owned Home to Liveable Standards within eighteen (18) months of executing this Agreement, unless an extension is approved in writing in accordance with the Policy.

6.3 All repairs shall be completed:

(a) at the Homeowner's expense;

(b) in accordance with the Repair Assessment;

(c) by the Homeowner, a certified general contractors, or another contractor or service provider acceptable to Engineering Services, based on proof of renovation or maintenance experience or credentials;

(d) in accordance with all applicable Siksika Nation laws, policies, bylaws, agreements and standards; and

(e) in accordance with any other conditions stipulated in the Council Resolution or required by Siksika Nation from time to time.

6.4 Prior to commencing any work, the Homeowner shall, at their expense, provide Siksika Nation with proof of:

(a) insurance required by Siksika Nation; and

(b) any required government permits and approvals for the work; and

(c) any applicable contractor, engineering, financing, or inspection documentation reasonably required by Siksika Housing.

6.5 Where the Homeowner does not commence repairs within sixty (60) days, does not make reasonable progress towards completion, or does not complete repairs within eighteen (18) months, Siksika Housing may provide written notice requiring the Homeowner to submit a remediation plan within thirty (30) days.

6.6 A remediation plan must identify the outstanding repairs, anticipated timelines, contractor or financing issues, and any steps required to bring the Privately Owned Home to Liveable

Standards. Siksika Housing may approve the remediation plan, approve it with conditions, or refer the matter for further review in accordance with the Policy.

6.7 Failure to submit or comply with an approved remediation plan constitutes a breach of this Agreement and the Policy and may result in termination in accordance with section 13 of this Agreement, and the Policy.

7. Residential Property and Use

7.1 The Homeowner shall reside in the Privately Owned Home once repairs are complete.

7.2 The Privately Owned Home shall not be used primarily or solely as a rental or income-generating property.

7.3 For greater certainty, the Homeowner may permit occupancy arrangements such as room rentals, shared living with extended family, or the receipt of reasonable financial contributions for room and board, provided that:

(a) the Homeowner continues to occupy the Privately Owned Home as their primary residence;

(b) the Privately Owned Home is not operated as a full or commercial rental business, including short-term or long-term rental operations intended primarily for profit; and

(c) such occupancy arrangements are limited to Siksika'i'koan and other individuals who are lawfully permitted to reside on Siksika Lands in accordance with applicable Siksika Nation laws and policies, including the Siksika Nation Trespass By-Law No. 2021-01.

7.4 The Homeowner must notify Siksika Housing of any changes in residency, occupancy, or intended use of the Privately Owned Home.

8. Homeowner Rights and Responsibilities

8.1 The Homeowner shall have the right to the exclusive use of the Privately Owned Home subject to the terms of this Agreement.

8.2 The Homeowner agrees to:

(a) uphold their responsibilities under the Policy, including but not limited to maintaining the Privately Owned Home in good condition, including routine repairs and upgrades; and

(b) comply with the Policy and all relevant Siksika Nation laws, policies, bylaws.

8.3 The Homeowner shall obtain and maintain insurance coverage required under the Policy, including fire, flood, and full structural coverage. Content insurance is not required but is strongly recommended.

8.4 The Homeowner shall provide proof of required insurance to Siksika Housing within sixty (60) days of executing this Agreement and upon request by Siksika Housing thereafter.

8.5 The Homeowner shall be solely responsible for all utilities, repairs, renovations, 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 Homeowner would uphold.

8.6 The Homeowner agrees to adhere to any applicable requirements set out in the Public Works Policy, including paying for the cost of any new connections or extensions from the lands where the Privately Owned Home is located to an adjacent street, required for the provision of any utilities to the Privately Owned Home.

8.7 The Homeowner shall not abandon the Privately Owned Home without the prior written consent of the Siksika Nation.

8.8 The Homeowner remains solely responsible for securing and maintaining any Approved Financing required to complete repairs or renovations to the Privately Owned Home. Without limiting the foregoing, where the Homeowner accesses financing through the First Nations Market Housing Program, an Approved Financial Institution, or any other approved financing pathway, the Homeowner is solely responsible for understanding and complying with all borrower obligations, including loan repayment, insurance, security, inspection, draw, default, reporting, and loan guarantee requirements.

8.9 Siksika Nation's role in facilitating or supporting access to financing does not make Siksika Nation responsible for the Homeowner's loan obligations, failure to proceed with renovations, contractor issues, cost overruns, inspection failures, or default under any financing arrangement.

9. Siksika Nation's Rights and Responsibilities

9.1 Upon the Affordable Home becoming a Privately Owned Home, Siksika Nation has no responsibility for the Privately Owned Home unless expressly stipulated in this Agreement, the Policy, or another written agreement signed by Siksika Nation.

9.2 Siksika Nation retains a right of first refusal to reacquire the Privately Owned Home if the Homeowner desires to transfer the Privately Owned Home.

9.3 Siksika Nation may access the Privately Owned Home to ensure compliance with the Agreement and the Policy, or any applicable remediation plan. Except in the case of emergency, abandonment, or the immediate risk to health or safety, the Nation must provide three (3) calendar days' notice to the Homeowner before entering the Privately Owned Home.

9.4 Siksika Nation may access the Privately Owned Home without notice to the Homeowner where there is an emergency, where the Privately Owned Home appears to be abandoned, or where immediate access is reasonably required to address health, safety, security, or property protection concerns.

10. Transfer of the Privately Owned Home

10.1 Subject to the *Family Homes on Reserves and Matrimonial Interests or Rights Act,* any Siksika Nation laws, and the Policy, the Homeowner may only transfer the Privately Owned Home to another Siksiak'i'koan over the age of eighteen (18), and only with prior approval in accordance with the Policy .

10.2 The Homeowner shall not sell, assign, or otherwise transfer the Privately Owned Home within five (5) years of the date of issuance of the Certificate of Homeownership, except where an exception is approved in accordance with the Policy.

10.3 Prior to submitting a transfer request to Siksika Housing, the Homeowner must obtain approval from Land Management for the transfer of the Land Use Agreement under the Land Use Policy. Proof of such approval must be provided to Siksika Housing, and no transfer request will be considered without it.

10.4 No transfer of a Privately Owned Home is effective unless it is:

(a) approved by Ohkinniinaa ki Ninaaiks by Council Resolution;

(b) completed using an assignment of this Agreement in a form approved by Siksika Nation;

(c) accompanied by a new Certificate of Homeownership; and

(d) supported by an approved transfer or assignment of the Land Use Agreement consented to by Land Management.

10.5 Any transfer or attempted transfer in violation of this Agreement or the Policy constitutes a breach and may result in termination.

11. Release and Indemnification

11.1 The Homeowner, on behalf of their heirs, executors, administrators, successors and assigns hereby fully and forever discharges the Siksika Nation, including Ohkinniinaa ki Ninaaiks, its officers, employees, agents, service areas, departments, related bodies, and representatives from any and all causes of actions, claims, demands, damages, debts, liabilities, costs or expenses, whether known or unknown, in law or in equity (the "**Claims**"), which the Homeowner may now have or may hereafter have for or by reason of any cause, matter or thing whatsoever arising out of or in relation to or in connection with the Privately Owned Home, including any Claim arising from or in any way related to the condition, repair, maintenance, design or construction of the Privately Owned Home, or any other matter relating to the transfer of the Privately Owned Home to the Homeowner.

11.2 The Homeowner also agrees not to make any claim or start any legal proceedings against any person, partnership, corporation, or other entity who might in turn try to claim contribution, indemnity, or other relief from the Siksika Nation under any law, including the *Contributory Negligence Act*, for any matter covered by this Release.

11.3 The Homeowner understands and agrees that:

(a) Siksika Nation has made no representation or warranty of merchantability or fitness for a particular purpose of the Privately Owned Home;

(b) Siksika Nation makes no representation, warranty, or guarantee that the Repair Assessment and Class D Estimate:

(i) are accurate or complete; or

(ii) reflects the full cost of repairing the Affordable Home to meet Livable Standards;

(c) the actual cost of repairs may exceed the Repair Assessment and Class D Cost Estimate, and the Homeowner is solely responsible for any additional costs required to achieve Liveable Standards; and

(d) The Homeowner has not relied on any representation or warranty made by Siksika Nation, or any other person on the Siksika Nation's behalf.

11.4 The Homeowner agrees to indemnify and hold harmless the Siksika Nation, including Ohkinniinaa ki Ninaaiks, its officers, employees, agents, service areas, departments, and representatives from and against any and all claims, demands, actions, damages, liabilities, losses, costs and expenses (including legal fees on a solicitor-and-client basis) arising from or in connection with:

(a) the ownership, occupancy, use, repair, maintenance, or condition of the Privately Owned Home;

(b) any breach of the Homeowner of the terms of this Agreement, the Policy, the Land Use Agreement, an Infrastructure Grant Agreement, or any other agreement or requirement applicable to the Privately Owned Home;

(c) any contractor, supplier, consultant, engineer, inspector, or other service provider retained or used by the Homeowner; and

(d) any loan, loan guarantee, security agreement, indemnity agreement, credit enhancement requirement, or similar agreement related to Approved Financing accessed by the Homeowner.

11.5 The Homeowner acknowledges that they have had the opportunity to inspect the Privately Owned Home and accept it in its "as-is" condition, without any warranties, representations, express or implied, from Siksika Nation regarding the condition of the Privately Owned Home or its compliance with applicable building codes, laws or regulations.

11.6 The Homeowner further, 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 section 11 (Release and Indemnification) and this Agreement, and it understands the terms of section 11 (Release and Indemnification) and this Agreement and voluntarily accepts them.

11.7 The Homeowner warrants that they have not been induced to enter into this Agreement, including the release and indemnification provisions of this section, by reason of any representation or warranty of any nature or kind whatsoever.

11.8 This section 11:

(a) shall survive the termination of this Agreement, and any transfer of the Privately Owned Home and shall remain binding upon any purchaser or transferee;

(b) enures to the benefit of the respective successors and assigns of the Siksika Nation; and

(c) may be raised as an estoppel to any Claims in any proceedings.

12. Dispute Resolution

12.1 Any dispute arising under or relating to this Agreement shall first be addressed through internal mediation or dispute resolution mechanisms provided by Siksika Nation.

12.2 If internal resolution efforts fail, the dispute may be referred to external mediation or arbitration where agreed by the Parties.

12.3 Notwithstanding sections 12.1 and 12.2, Siksika Nation reserves the right to refer any matter to the Federal Court for resolution, and in such an instance, each Party irrevocably attorns to the jurisdiction of such courts.

13. Breach and Termination of this Agreement

13.1 Where there has been a breach of this Agreement or the Policy, Siksika Nation may terminate this Agreement and such termination will not result in any penalty, cost, liability, claim, or obligation of any kind to Siksika Nation, whether direct or indirect, and whether arising in contract, tort, statute or otherwise.

13.2 Without limiting the foregoing, a breach may include:

(a) where the Privately Owned Home is deemed unfit for habitation in accordance with the Policy;

(b) failure to commence, diligently pursue, or complete repairs to bring the Privately Owned Home to Liveable Standards within the timelines required under this Agreement or the Policy, including failure to comply with an approved remediation plan;

(c) abandonment of the Privately Owned Home;

(d) transfer of ownership of the Privately Owned Home in violation of the Policy or this Agreement;

(e) breach of the Land Use Agreement;

(f) breach or default of a loan guarantee or similar agreement with Siksika Nation pursuant to the First Nations Market Housing program, an Approved Financial Institution, or any other program or funding source pursuant to which the Homeowner has received a loan to renovate their Privately Owned Home;

(g) breach of an Infrastructure Grant Agreement or misuse of Infrastructure Grant funds; and

(h) where the Homeowner is no longer entitled to reside on Siksika Nation Lands, including in accordance with the Siksika Nation Trespass By-Law no. 2021-01.

13.3 In the event of a breach, Siksika Nation will follow the procedures in Part 6 of the Policy, including any applicable notice, remediation, approval termination, or vacancy process.

13.4 Upon authorization by Ohkiniinaa ki Ninaaiks by Council Resolution, the Privately Owned Home may revert back to Siksika Nation and the Certificate of Homeownership and Land Use Agreement may be cancelled in accordance with the Policy.

13.5 If the Privately Owned Home reverts to the Siksika Nation, the Homeowner and any occupant will have ninety (90) days to vacate the premises or may be subject to an order of trespass in accordance with Siksika Nation Trespass By-Law No. 2021-01.

14. Schedules

14.1 Any schedule attached to this Agreement shall be incorporated into this Agreement and shall be deemed to be part of it.

15. Notices

15.1 All notices, demands, or requests permitted to be given by one Party to the other pursuant to the terms of this Agreement shall be in writing and shall be delivered to the following addresses:

(a) **To Siksika Nation**:

Attention: Housing Manager

Siksika Housing

PO Box 1040

Siksika, Alberta T0J 3W0

(403) 734-5200

[EMAIL ADDRESS]

(b) **To the Homeowner (and Co-Homeowner where applicable)**:

[ADDRESS]

[PHONE NUMBER]

[EMAIL ADDRESS]

16. Execution and Counterparts

16.1 This Agreement shall not bind the Siksika Nation or the Homeowner unless and until it is signed and delivered by both the Siksika Nation and the Homeowner.

16.2 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

17. Continuation of Terms

17.1 The termination or expiration of this Agreement shall not affect those provisions which, by their very nature are intended to survive termination, including provisions relating to release and indemnification, dispute resolution, or any other obligation that expressly or by implication survives the termination of this Agreement.

18. Amendments in Writing and No Waiver

18.1 No amendment or modification of this Agreement shall be binding unless it is made in writing and signed by the Homeowner and the Siksika Nation.

18.2 No waiver by either party shall be effective or binding unless made in writing and signed by the waiving Party, and unless otherwise expressly stated, shall not be deemed to be a waiver of any other breach of such provision or any other provision.

19. Entire Agreement

19.1 This Agreement, together with the Policy, Land Use Agreement, and schedules, is the sole and entire agreement of the Parties concerning the Privately Owned Home. It supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, related to this subject matter.

20. Severability

20.1 If any term, covenant, or provision of this Agreement, including an incorporated term of the Policy, is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term, covenant, condition, or provision of this Agreement.

21. Joint and Several Liability

21.1 Where there are two or more Homeowners bound by the same covenants herein contained, their obligations shall be joint and several.

22. Acknowledgement

22.1 The Homeowner acknowledges that the Siksika Nation has provided them with a reasonable opportunity to review the terms of this Agreement and that they have reviewed and understand its terms. Accordingly, any rule of construction that would resolve ambiguities against the drafting Party shall not apply, and no presumption shall arise in favour of or against either Party by virtue of authorship.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date below their signatures.

Homeowner

Signature: ________________________

Name (Print): _____________________

Date: ___________________________

Co-Homeowner (where applicable)

Signature: ________________________

Name (Print): _____________________

Date: ___________________________

Witness to Homeowner Signatures

Signature: ________________________

Name (Print): ________________________

Date: ________________________

Siksika Nation

Signature: ________________________

Name (Print): ________________________

Title: ________________________

Date: ________________________

Schedule "A" – Affordable Home Purchase Policy

Schedule "B" – Copy of Affordable Home Purchase Application

Schedule "C" – Land Use Agreement

Schedule “D” – Repair Assessment and Class D Cost Estimate

Schedule “E” – Council Resolution

Schedule "F" – Certificate of Homeownership

APPENDIX E: CERTIFICATE OF HOME OWNERSHIP

Certificate of Home Ownership

This is to certify that

[Homeowner(s) Full Name]

is the recognized and rightful owner of the Privately Owned Home located at:

[Address / Lot Number]

in accordance with the terms and conditions of the Affordable Home Purchase Program and Policy, administered by Siksika Nation Housing Department.

This certificate confirms that the above-named individual has fulfilled all necessary obligations and financial requirements and is hereby granted full ownership rights as of:

Date of Ownership: ___/___/______

This certificate does not constitute a land title or deed, but serves as an official record of homeownership within the housing program administered by Siksika Nation

Signed on this day: ___ / ___ / ______

____
Authorized Representative of Siksika Nation
[Title]

____
Homeowner Signature
[Homeowner Name]

APPENDIX F: AFFORDABLE HOME PURCHASE ASSIGNMENT AGREEMENT

SIKSIKA NATION AFFORDABLE HOME PURCHASE POLICY

ASSIGNMENT AND ASSUMPTION AGREEMENT

(the **"Agreement")**

THIS AGREEMENT is made this ___day of____________, 202_

Between:

______________________________ (the "**Assignor**")

-and-

______________________________ (the "**Assignee**")

-and-

Siksika Nation (the "**Nation**")

WHEREAS, the Assignor is the owner of a Privately Owned Home pursuant to a Siksika Nation Affordable Home Purchase Agreement dated ______________ (the "**AHP Agreement**"), attached as **Schedule "A**" to this Agreement.

WHEREAS, the Assignor has entered into a Land Use Agreement with Siksika Nation respecting the lands on which the Privately Owned Home is situated.

WHEREAS, the Assignor wishes to transfer the Privately Owned Home and assign the AHP Agreement to the Assignee.

WHEREAS, the assignment or transfer of the Land Use Agreement has been approved by Land Management and Ohkinniinaa ki Ninaaiks, and the agreement or assignment is included as **Schedule "B"**.

WHEREAS, Ohkinniinaa ki Ninaaiks has approved the transfer of the Privately Owned Home pursuant to the Affordable Home Purchase Policy (the "**Policy**") by Council Resolution, which Resolution is attached to this Agreement as **Schedule "C"**.

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:

1. Interpretation

1.1 All capitalized terms in this Agreement shall have the same meaning as the Policy except for those terms that are defined within.

1.2 This Agreement will be governed by and construed in accordance with the laws of the Nation, and the laws of the Province of Alberta and Canada applicable therein.

2. Assignment

2.1 For consideration of $___________________the Assignor hereby assigns, transfers, and conveys to the Assignee all of the Assignor's rights, title, and interest in and to:

(a) the AHP Agreement, attached as **Schedule "A"**;

(b) the Privately Owned Home, described as: ___________________________; and

(c) the Land Use Agreement (as approved by Land Management), the version or assignment of which in favour of the Assignee has been attached as **Schedule "B"**.

3. Assumption

3.1 The Assignee:

(a) accepts the assignment set out in section 2; and

(b) agrees to be bound by and perform all obligations of the Assignor under the AHP Agreement and Land Use Agreement from the Effective Date established in section 4.

4. Conditions Precedent

4.1 This Agreement is not effective unless:

(a) Land Management and Ohkinniinaa ki Ninaaiks have approved the transfer of the Land Use Agreement;

(b) Siksika Housing has approved the transfer of the Privately Owned Home;

(c) Ohkinniinaa ki Ninaaiks has approved the transfer of the Privately Owned Home by Council Resolution; and

(d) a new Certificate of Homeownership is issued to the Assignee by Siksika Nation, and is attached to this Agreement **as Schedule "D"**.

(the "**Effective Date**")

5. Release

5.1 Upon execution of this Agreement:

(a) the Assignee is substituted for the Assignor as the "Homeowner" under the AHP Agreement from and after the Effective Date;

(b) the Assignor is released from all obligations, liabilities, and duties arising under the AHP Agreement from and after the Effective Date; and

(c) notwithstanding subsection (b), unless otherwise set out, the Assignor remains responsible for, and is not released from, any obligations, liabilities, or defaults arising under the AHP Agreement or the Land Use Agreement prior to the Effective Date.

6. Representations

6.1 The Assignor represents and warrants that:

(a) they are the lawful Homeowner;

(b) no unapproved transfer of the Privately Owned Home has occurred; and

(c) no undisclosed defaults exist.

6.2 The Assignee represents and warrants that they:

(a) are eligible to receive the transfer of a Privately Owned Home under the Policy;

(b) understand and accept the “as-is” condition of the Privately Owned Home; and

(c) they have capacity to complete required repairs under the AHP Agreement to bring the Privately Owned Home up to Liveable Standards.

7. No Transfer of Financing

7.1 Unless expressly approved in writing by Siksika Nation, this Agreement does not transfer:

(a) construction loans;

(b) loan guarantees; or

(c) other financing arrangements.

8. Waiver of Right of First Refusal

8.1 Siksika Nation waives its right of first refusal under the AHP Agreement and the Policy in relation to this Agreement.

9. Indemnity

9.1 The Assignee agrees to indemnify and hold harmless the Siksika Nation, including Ohkinniinaa ki Ninaaiks, its respective officers, employees, agents, service areas, departments and representatives from and against any and all claims, demands, actions, damages, liabilities, losses, costs and expenses (including legal fees on a solicitor-and-client basis), arising from or in connection with:

(a) the ownership, occupancy, use, repair, maintenance, or condition of the Privately Owned Home from and after the Effective Date; and

(b) any breach of the Assignee of the AHP Agreement, the Policy or the Land Use Agreement from and after the Effective Date.

9.2 The Assignor agrees to indemnify and hold harmless Siksika Nation, including Ohkinniinaa ki Ninaaiks, its respective officers, employees, agents, service areas, departments, and representatives from and against any and all claims, demands, actions, damages, liabilities, losses, costs and expenses (including legal fees on a solicitor-and-client basis), arising from or in connection with:

(a) the ownership, occupancy, use, repair, maintenance, or condition of the Privately Owned Home prior to the Effective Date; and

(b) any breach or default by the Assignor under the AHP Agreement or Land Use Agreement arising prior to the Effective Date.

9.3 The Assignor and Assignee jointly and severally agree to indemnify and hold harmless the Siksika Nation from any claims arising out of or relating to:

(a) the transfer of the Privately Owned Home pursuant to this Agreement;

(b) any dispute between the Assignor and the Assignee; or

(c) any inaccuracy in the information provided in connection with the transfer request.

10. Schedules

10.1 The following schedules attached to this Agreement shall be incorporated into this Agreement and shall be deemed to be part of it:

(a) Schedule “A” – AHP Agreement;

(b) Schedule “B” – Land Use Agreement or assignment of Land Use Agreement;

(c) Schedule “C” – Council Resolution approving the transfer of the Privately Owned Home; and

(d) Schedule “D” – Certificate of Homeownership in favour of the Assignee.

11. Notices

11.1 All notices, demands, or requests permitted to be given by one party to the other pursuant to the terms of this Agreement shall be in writing and shall be delivered to the following addresses:

(a) **To Siksika Nation**:

Attention: Housing Manager

Siksika Housing
PO Box 1040
Siksika, Alberta T0J 3W0

(403) 734-5200

[EMAIL ADDRESS]

(b) **To the Assignee**:

[ADDRESS]

[PHONE NUMBER]

[EMAIL ADDRESS]

11.2 For greater certainty, upon execution of this Agreement, the contact information of the Assignee set out in subsection 11.1(b) shall replace the contact information of the Assignor as the "Homeowner" for the purpose of all notice provisions under the AHP Agreement, and all notices, demands, or requests required or permitted to be given under the AHP Agreement shall thereafter be delivered to the Assignee in accordance with this section.

12. Execution and Counterparts

12.1 This Agreement shall not bind the Siksika Nation, the Assignee, or the Assignor unless and until it is signed and delivered by each of them.

12.2 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

13. Continuation of Terms

13.1 The termination or expiration of this Agreement shall not affect those provisions which, by their very nature are intended to survive termination, including provisions relating to release and indemnification, or any other obligation that expressly or by implication survives the termination of this Agreement.

14. Amendments in Writing and No Waiver

14.1 No amendment or modification of this Agreement shall be binding unless it is made in writing and signed by the parties.

14.2 No waiver by either party shall be effective or binding unless made in writing and signed by the waiving party, and unless otherwise expressly stated, shall not be deemed to be a waiver of any other breach of such provision or any other provision.

15. Agreement

15.1 This Agreement forms part of the AHP transfer process, and must be read together with the AHP Agreement and Policy, which together form the full agreement.

16. Severability

16.1 If any term, covenant, or provision of this Agreement, including an incorporated term of the Policy, is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term, covenant, condition, or provision of this Agreement.

17. Joint and Several Liability

17.1 Where there are two or more Assignees or Assignors bound by the same covenants herein contained, their obligations shall be joint and several.

18. Acknowledgement

18.1 The Assignor and Assignee acknowledge that they have had a reasonable opportunity to review the terms of this Agreement and that they have reviewed and understand its terms. Accordingly, any rule of construction that would resolve ambiguities against the drafting Party shall not apply, and no presumption shall arise in favour of or against either Party by virtue of authorship.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date below their signatures.

Assignor

Signature: ________________________

Name (Print): _____________________

Date: ___________________________

Co-Assignor (where applicable)

Signature: ________________________

Name (Print): _____________________

Date: ___________________________

Witness to Assignor Signatures

Signature: ________________________

Name (Print): ________________________

Date: ________________________

Assignee

Signature: ________________________

Name (Print): _____________________

Date: ___________________________

Co-Assignee (where applicable)

Signature: ________________________

Name (Print): _____________________

Date: ___________________________

Witness to Assignee Signatures

Signature: ________________________

Name (Print): ________________________

Date: ________________________

Siksika Nation

Signature: ________________________

Name (Print): ________________________

Title: ________________________

Date: ________________________

Schedule “A” – Affordable Home Purchase Agreement

Schedule “B” – Land Use Agreement or Assignment

Schedule "C" – Council Resolution

Schedule “D” – Certificate of Homeownership

APPENDIX G: INFRASTRUCTURE GRANT APPLICATION FORM

Siksika Nation

Infrastructure Grant Application Form

*This form is to be used by a Homeowner requesting an Infrastructure Grant under the Siksika Nation Affordable Home Purchase Policy (the "**Policy**"). The Infrastructure Grant is discretionary, is not automatic, and is administered separately from any construction loan, renovation loan, loan guarantee, or other financing arrangement.*

Section 1 – Homeowner Information

Application Date:	
Full Name:	Siksika'i'koan #:
Phone Number:	Email Address:
Mailing Address:	
Address/Description of Privately Owned Home:	
Date Affordable Home Purchase Agreement was executed:	
Certificate of Homeownership Number / Date:	

Section 2 – Timing of Request

The Infrastructure Grant must be requested within thirty-six (36) months of the execution of the Affordable Home Purchase Agreement, unless otherwise approved by the Chief Financial Officer and Tribal Manager.

☐ This request is being submitted within thirty-six (36) months of the execution of the Affordable Home Purchase Agreement.

☐ This request is being submitted after thirty-six (36) months and an exception is requested under the Policy.

If an exception is requested, explain why the infrastructure issue could not reasonably have been identified earlier or why it arose during or after repairs:	

Section 3 – Request Details

Type of Infrastructure Issue (check all that apply):

☐ Foundation repair
☐ Water system
☐ Sewer/septic system
☐ Well system
☐ Underground servicing or utility connections
☐ Grading, drainage, or essential access
☐ Road access required to support the use or lifespan of the Privately Owned Home

☐ Other (describe):

Section 4 – Description Of Issue

Provide a detailed description of the issue(s):	
Date issue was identified:	
How was the issue identified?	☐ Repair Assessment ☐ Inspection Report ☐ Contractor assessment or quote ☐ Engineering or technical report ☐ During construction or renovation work ☐ Other: ____

Section 5 – Supporting Documentation

Attach the following, as applicable:

☐ Inspection report and/or Repair Assessment
☐ Contractor quote(s)
☐ Engineering or technical report (if applicable)
☐ Photos of issue
☐ Description of the proposed work/scope of work
☐ Proof that the work is necessary to meet or maintain Liveable Standards or extend the lifespan of the Privately Owned Home
☐ Other supporting documents require by Siksika Housing

Section 6 – Cost Estimate

Total estimated cost of eligible work:	$
Amount requested (max $50,000):	$
Other funding sources (if any):	

Approval of an Infrastructure Grant does not entitle the Homeowner to the full $50,000 maximum amount. The approved amount will depend on eligible work, supporting documentation, available budget, and any terms or conditions imposed by the approving authority.

Section 7 – Contractor / Service Provider Information

Name of Contractor/Service provider:	

Contact person:	
Phone / Email:	
Description of work, services, material or goods to be provided:	

The Homeowner remains solely responsible for selecting, retaining, supervising, and paying any contractor, supplier, consultant, engineer, inspector, or other service provider, subject only to any payment approved under an Infrastructure Grant Agreement.

Section 8 – Payment Request

Requested payment method:

- ☐ Direct payment to contractor, supplier, or service provider
- ☐ Reimbursement to Homeowner upon proof of completed work and proof of payment

The Infrastructure Grant is not provided as an upfront lump sum payment to the Homeowner. Credit card receipts alone are insufficient for reimbursement; an itemized invoice or supplier receipt is required for any reimbursement or expense claim.

Section 8 – Declarations

By signing below, I confirm and agree that:

- ☐ I am the Homeowner of the Privately Owned Home identified in this application.
- ☐ The information provided in this application is true, accurate, and complete.
- ☐ I understand the Infrastructure Grant is discretionary, not guaranteed, and subject to available budget, program priorities and approval under the Policy.
- ☐ I understand the Infrastructure Grant is limited to eligible infrastructure-related repairs and is not intended for cosmetic or primarily above-ground improvements unless exceptional approval is granted.
- ☐ I understand the Infrastructure Grant is separate from any construction loan, renovation loan, loan guarantee, or other financing arrangement.
- ☐ I understand Siksika Housing may pay contractors or service providers directly wherever possible, and that reimbursement may be permitted only where supported by required documentation.
- ☐ I authorize Siksika Housing to verify the information provided in this application and to request additional information or documentation as required.
- ☐ I understand that Siksika Nation is not responsible for any debts, invoices, claims, liens, deficiencies, delays, defects, damages, or disputes arising from or relating to work, services, materials, or goods supplied in connection with the Privately Owned Home, except to the extent expressly agreed to in writing by Siksika Nation.

Applicant Signature

Applicant:	Date

SIKSIKA HOUSING OFFICE USE ONLY

Date received:	
Received by:	
File number:	
Application complete:	☐ Yes ☐ No
Requested within 36 months:	☐ Yes ☐ No ☐ Exception requested
Supporting documentation received:	☐ Yes ☐ No
Eligible use confirmed:	☐ Yes ☐ No ☐ Exception approval required
Additional information requested by Siksika Housing:	☐ Yes ☐ No

REVIEW AND DECISION

Reviewed by Housing Manager:	
Housing Manager Decision:	☐ Approved ☐ Approved with conditions ☐ Referred to Chief Financial Officer and Tribal Manager ☐ Denied
Chief Financial Officer and Tribal Manager Decision (if applicable):	☐ Approved ☐ Approved with conditions ☐ Denied
Date of Decision:	
Approved amount:	$
Conditions / reasons:	
Infrastructure Grant Agreement required:	☐ Yes ☐ No

APPENDIX H: INFRASTRUCTURE GRANT AGREEMENT

Siksika Nation
Infrastructure Grant Agreement

(*Affordable Home Purchase Program*)

THIS AGREEMENT is made this __ day of _____________________, 20__.

1. Parties

1.1. This Agreement is made between Siksika Nation (the "**Nation**") and __________________________ (the "**Homeowner**"), and as applicable __________________________ (the "**Co-Homeowner**").

1.2. The Homeowner is the owner of, or has been approved to become the owner of, the Privately Owned Home located or described as ________________________________ (the "**Home**").

2. Interpretation

2.1. This Agreement forms part of the Affordable Home Purchase Program and must be read together with the Affordable Home Purchase Policy (the "**Policy**"), Affordable Home Purchase Agreement, the Land Use Agreement, and the Infrastructure Grant Application Form.

2.2. Capitalized terms used in this Agreement have the meanings given to them in the Policy, unless otherwise defined in this Agreement.

2.3. Where there is more than one Homeowner under this Agreement, a reference to the "Homeowner" includes each Homeowner and any Co-Homeowner, unless the context requires otherwise.

3. Purpose

3.1. The Nation has approved an Infrastructure Grant to support eligible infrastructure and foundation repairs to the Home under the Policy.

3. Grant Amount

3.2. Subject to the terms of this Agreement and the Policy, the Nation approves an Infrastructure Grant in the amount of $_____________________________ (the "**Grant**").

3.3. The Grant shall not exceed $50,000. Approval of the Grant does not entitle the Homeowner to the full $50,000 maximum amount, to any unused portion of the Grant, or to any future funding.

3.4. The Grant is separate from any construction loan, renovation loan, loan guarantee, Approved Financing, or other financing arrangement accessed by the Homeowner, including through the First Nations Market Housing Program or any similar program.

4. Approved Work and Eligible Use

4.1. The Grant shall only be used for eligible work approved by Siksika Housing pursuant to the Policy and described in Schedule "A" to this Agreement (the "**Approved Work**").

4.2. Eligible uses of the Grant may include infrastructure-related repairs such as:

a) foundation repairs;

b) water, sewer, septic, or well systems;

c) underground servicing and utility connections;

d) grading, drainage, and essential access; and

e) other infrastructure improvements required to extend the lifespan of the Home.

4.3. The Grant shall not be used for cosmetic or primarily above-ground improvements, including roofing, siding, or interior finishes, unless approved on an exceptional basis where the approving authority determines the work is directly connected to an eligible infrastructure issue or is otherwise necessary to support the lifespan, safety, or habitability of the Home, and set out in the Approved Work.

4.4. The Homeowner shall not change the scope of the Approved Work or use the Grant for any purpose not approved in writing by Siksika Housing.

5. Payment and Administration of Funds

5.1. The Grant is not provided as an upfront payment.

5.2. The Grant shall be administered by Siksika Housing in accordance with the Policy, this Agreement, and the Financial Administration Law.

5.3. Unless an exception is approved in writing by the Chief Financial Officer and Tribal Manager, the Grant payments shall be made directly to contractors, suppliers, or service providers after Siksika Housing has confirmed that the expense falls within the approved Grant terms and that required supporting documentation has been provided.

5.4. Reimbursement to the Homeowner may be permitted only where authorized under this Agreement and supported by appropriate documentation, including proof of payment, original itemized invoices or receipts, and confirmation that the work or expense is eligible under the Grant terms.

5.5. Credit card receipts alone are insufficient. An itemized invoice or supplier receipt is required for any reimbursement or expense claim.

5.6. The Homeowner acknowledges that payment is subject to Siksika Nation's ordinary financial administration, accounts payable, approval, and documentation requirements, and that payment may be delayed where required documentation is incomplete or further review is required.

5.7. Any unused portion of the Grant does not belong to the Homeowner and shall not be paid to the Homeowner, transferred to another property, or included in any sale or transfer process for the Home.

6. Homeowner Obligations

6.1. The Homeowner shall:

a) complete the Approved Work in accordance with this Agreement and any terms and conditions approved by Siksika Housing;

b) provide Siksika Housing with inspection reports, contractor quotes, engineering verification, invoices, receipts, photos, proof of completion, or other documentation reasonably required by Siksika Housing;

c) ensure that all information provided in connection with the Grant is true, accurate, and complete;

d) obtain any approvals, permits, inspections, or contractor documentation required for the Approved Work;

e) ensure that contractors, suppliers, consultants, engineers, inspectors, or other service providers retained by the Homeowner are properly selected, retained, supervised, and paid, subject only to any payment approved under this Agreement;

f) comply with the Policy, the Affordable Home Purchase Agreement, the Land Use Agreement, and all applicable Siksika Nation laws, bylaws, policies, and protocols; and

g) notify Siksika Housing promptly of any material change in the Approved Work, cost estimates, contractor arrangements, other funding sources, or the Homeowner's ability to complete the Approved Work.

7. No Liability to Contractors, Suppliers, or Service Providers

7.1. The approval, administration, or payment of the Grant does not make Siksika Nation, Siksika Housing, Ohkinniinaa ki Ninaaiks, or any Siksika Nation service area, department, officer, employee, agent, or representative a party to any contract between the Homeowner and any contractor, supplier, consultant, engineer, inspector, or other service provider.

7.2. Siksika Nation is not responsible for any debts, invoices, claims, liens, deficiencies, delays, defects, damages, or disputes arising from or relating to work, services, materials, or goods supplied in connection with the Home, except to the extent expressly agreed to in writing by Siksika Nation.

7.3. The Homeowner remains solely responsible for selecting, retaining, supervising, and paying any contractor, supplier, consultant, engineer, inspector, or other service provider, subject only to any payment approved under this Agreement.

8. No Warranty or Construction Responsibility

8.1. Any review, approval, inspection, payment, or verification by Siksika Nation or Siksika Housing is for the purpose of administering the Grant only and does not constitute a representation, warranty, guarantee, or certification regarding the quality, adequacy, safety, legality, code compliance, or completeness of any work, services, materials, or goods.

8.2. The Homeowner remains solely responsible for ensuring that the Approved Work is properly completed and that the Home meets or maintains Livable Standards.

9. Misuse of Funds, False Information, and Repayment

9.1. If the Grant is used for an unauthorized purpose, obtained based on false, incomplete, or misleading information, or if the Homeowner fails to comply with this Agreement or the Policy, the Siksika Nation may:

a) deny, suspend, reduce, or cancel the Grant;

b) refuse to process further payments or reimbursements;

c) require repayment of any Grant funds paid or reimbursed; and

d) treat the matter as a breach of the Policy or the Affordable Home Purchase Agreement, this Agreement or applicable law.

10. Non-Transferable

10.1. The Grant is non-transferable and may only be used for the Approved Work at the Home.

10.2. The Grant does not increase the value or release entitlement of the Home and shall not be included in any sale, transfer, or assignment price for the Home.

11. No Guarantee of Future Funding

11.1. The Grant is a one-time discretionary benefit and does not create any entitlement to future funding, additional funding, or funding for any other property or purpose.

12. Indemnity

12.1. The Homeowner agrees to indemnify and hold harmless Siksika Nation, including Ohkinniinaa ki Ninaaiks, its officers, employees, agents, service areas, departments, and representatives from and against any and all claims, demands, actions, damages, liabilities, losses, costs, and expenses, including legal fees on a solicitor-and-client basis, arising from or in connection with:

a) the Approved Work;

b) any contract, dispute, debt, invoice, lien, deficiency, delay, defect, damage, or claim involving a contractor, supplier, consultant, engineer, inspector, or other service provider;

c) the Homeowner's breach of this Agreement, the Policy, the Affordable Home Purchase Agreement, or the Land Use Agreement;

d) the Homeowner's misuse of Grant funds or provision of false, incomplete, or misleading information; and

e) the ownership, occupancy, use, repair, maintenance, or condition of the Home in relation to the Approved Work.

13. General

13.1. Where there is more than one Homeowner under this Agreement, each Homeowner and Co-Homeowner is jointly and severally responsible for all obligations, covenants, representations, warranties, liabilities, indemnities, debts, costs, and amounts owing under this Agreement. Siksika Nation may enforce any such obligation against any one or more of the Homeowners or Co-Homeowners, without first being required to pursue any other Homeowner or Co-Homeowner.

13.2. No amendment to this Agreement is binding unless it is in writing and signed by the Homeowner and Siksika Nation.

13.3. No waiver is effective unless made in writing and signed by the waiving party. A waiver in one case does not constitute a waiver in any other case.

13.4. This Agreement is governed by and construed in accordance with the laws of Siksika Nation and the laws of Alberta and Canada applicable therein.

13.5. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one agreement.

13.6. The provisions of this Agreement that by their nature are intended to survive termination, including indemnity, repayment, no liability, no warranty, non-transferability, and misuse of funds provisions, survive the termination or expiry of this Agreement.

10. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date below their signatures.

Homeowner

Signature: ________________________

Name (Print): _____________________

Date: ___________________________

Co-Homeowner (where applicable)

Signature: ________________________

Name (Print): _____________________

Date: ___________________________

Witness to Homeowner Signatures

Signature: ________________________

Name (Print): ________________________

Date: ________________________

Siksika Nation

Signature: ________________________

Name (Print): ________________________

Title: ________________________

Date: ________________________

Schedule “A” – Approved Work and Payment Details

1. Approved Infrastructure Issue(s):

☐ Foundation repairs

☐ Water system

☐ Sewer/septic system

☐ Well system

☐ Underground servicing or utility connections

☐ Drainage/grading/essential access

☐ Other (Describe below):

Description of Approved Work:

2. Grant and Payment Details

Approved Grant amount: $

Approved contractor / supplier / service provider:

Payment method:

☐ Direct payment to contractor/supplier/service provider ☐Reimbursement to Homeowner

☐ Other (describe):

Additional terms or conditions: