



Sale of Goods Agreement

Contract #: **YYYY-##-DEPT_BUYER_NAME**

Contract Name: **Contract Name**

GL Account #: **Account #**

Board Resolution(s): **Add Board Resolution(s) # relevant to this contract**

THIS AGREEMENT executed and dated for reference the: **Day** day of **Month**, **Year**
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY

(hereinafter called the "RDCK")

at the following address:

Box 590, 202 Lakeside Drive

Nelson, BC V1L 5R4

Agreement Administrator: **First and Last Name**

Telephone: **Phone #**

Email: **Email**

AND

BUYER NAME

(hereinafter called the "Buyer")

at the following address:

Address

City, Province Postal Code

Agreement Administrator: **First and Last Name**

Telephone: **Phone #**

Email: **Email**

The Parties agree to the Terms and Conditions of this Agreement, including the Schedules outlined below, which are incorporated into, and form part of this Agreement:

- Schedule A – Goods
- Schedule B - Payment

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

REGIONAL DISTRICT OF CENTRAL KOOTENAY	BUYER NAME
<hr/> (Signature of Authorized Signatory)	<hr/> (Signature of Authorized Signatory)
<hr/> (Name and Title of Authorized Signatory)	<hr/> (Name and Title of Authorized Signatory)
<hr/> (Signature of Authorized Signatory)	<hr/> (Signature of Authorized Signatory)
<hr/> (Name and Title of Authorized Signatory)	<hr/> (Name and Title of Authorized Signatory)

GENERAL TERMS AND CONDITIONS**RECITALS****1 WHEREAS** the RDCK:

- (a) Is possessed of the Goods described in Schedule A, hereinafter identified as the "Goods", and
- (b) Has agreed with the Buyer for the absolute sale of the same upon the terms and conditions and for the consideration hereinafter set forth.

2 PAYMENT AND TRANSFER OF GOODS: Now this indenture witnesseth and in consideration of and for the payment of the Purchase Price identified in Schedule B by the Buyer to the RDCK, the RDCK hereby sells, assigns, transfers and sets over the Goods and all the right, title, interest, property, claim and demand of the RDCK on the Goods, to the Buyer, to and for its sole use.

3 The RDCK hereby covenants, promises and agrees to and with the Buyer:

- (a) The Goods are now IN THE POSSESSION OF the RDCK as defined in the SALE OF GOODS ACT;
- (b) The RDCK is now rightfully and absolutely possessed of and ENTITLED TO the Goods hereby sold and assigned (save as aforesaid);
- (c) The RDCK now has in itself GOOD RIGHT TO SELL and ASSIGN the Goods unto the Buyer in the manner aforesaid and according to the true intent and meaning of this Agreement (save as aforesaid); and
- (d) That the Goods are FREE AND CLEAR of all charges and encumbrances of every nature and kind whatsoever.

4 LIABILITY AND INDEMNITY LIABILITY - The parties to this Agreement hereby covenant and agree as follows:

- (a) The Goods are hereby sold on an as is, where is basis, and the RDCK makes no representations or warranties to the Buyer of any nature whatsoever regarding the condition of the Goods or their suitability for any purpose and expressly disclaims any warranty as to the condition of the Goods. The RDCK does not assume or authorize any other person to assume on behalf of the RDCK any liability in connection with the Goods. The Buyer hereby waives any and all rights with respect to such warranties as may be implied under law, equity, statute, common law or otherwise.
- (b) The Buyer shall pay any and all taxes, duties, rates and charges that may be imposed by any federal, provincial, state or local government as a result of this sale and that the Buyer will indemnify and save

harmless the RDCK from any liability for any such tax, duty, rate or charge; and

- (c) the Buyer has had an opportunity to examine the Goods or to have them inspected and the Buyer has accepted the Goods in their existing condition.

5 INDEMNITY - The Buyer hereby releases and forever discharges the RDCK its elected officials, officers, employees and agents and their successor(s), assign(s) and authorized representative(s) and each of them from any claims, causes of action, suits, demands, expenses, costs and legal fees whatsoever that the Buyer can or may have against the RDCK for any loss, damage, or injury that the Buyer may sustain or suffer arising out of or connected with, but not limited to:

- (a) This Agreement;
- (b) A breach of this Agreement by the Buyer;
- (c) The restrictions and requirements of this Agreement;
- (d) The use, operation, handling, maintenance, repair or transportation of the Goods or by failure of the Buyer to perform or cause to be performed a safety inspection.

AGREEMENT PRECEDENCE

6 The terms and conditions of any purchase order or other document issued by the Buyer in respect of its obligation to pay any sum set forth herein, are subject to and superseded by and do not in any way amend or vary the General Terms and Conditions of this Agreement, notwithstanding that such purchase order or other document, or an acknowledgement copy thereof, is executed by or on behalf of the RDCK to facilitate payment of the purchase price of the Goods. In the event of any conflict or inconsistency whatsoever between the General Terms and Conditions of this Agreement and the terms and conditions of any such purchase order or other document, the General Terms and Conditions of this Agreement shall govern, regardless of which document was first executed.

AGREEMENT GOVERNANCE

7 LAW - This Agreement shall be governed by the laws of the Province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia

8 ENTIRE AGREEMENT - The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written between the parties with respect to the subject matter hereof.

SCHEDULE A – GOODS

1 GOODS – The RDCK agrees to sell the following to the Buyer “Goods”.

- (a) List goods being sold, including the number of each product being sold and product specifications when available.

SCHEDULE B – PAYMENT

- 1 **PURCHASE PRICE:** The Buyer shall pay the RDCK in the amount of **X,XXX.XX** (excluding GST and PST).
- 2 **METHOD OF PAYMENT:** Payment must be made on the GovDeals platform.