

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is entered into on the 10th day of May 2022.

**BETWEEN:**

**HABITAT FOR HUMANITY SASKATCHEWAN INC.**

**(“HHS”)**

**-AND-**

**THE REGINA & REGION HOME BUILDERS’ ASSOCIATION INC.**

**(“RRHBA”)**

**-AND-**

**THE SASKATOON & REGION HOME BUILDERS’ ASSOCIATION INC.**

**(“SRHBA”)**

**-AND-**

**THE SASKATCHEWAN LANDLORD ASSOCIATION INC.**

**(“SKLA”)**

**-AND-**

**THE SASKATCHEWAN REALTORS® ASSOCIATION INC.**

**(“SRA”)**

**1. Purpose**

This Memorandum of Understanding (“**MOU**”) has for objective to promote and strengthen the collaborations between the above-mentioned parties. The collaboration is formalized with a common intent and vision under the name “Saskatchewan Housing Continuum Network” (the “**Network**”).

The Network being a collective of separate parties linked through collaborative agreements. Not all parties need to be linked directly to the others, some may be related only by virtue of the common ties to another network, party or community.

It is the Network’s collective belief that Saskatchewan’s housing industry plays an integral part in our province reaching its potential. To accommodate growth, housing must be a central focus in policy considerations and our competitive edge. Furthermore, housing stakeholders will be stronger through increased collaborations, ensuring our province is stronger.

**2. Term, Resignation, Removal**

The parties agree that the terms of this MOU will begin on the date listed above and ending on a date twelve (12) months later. Following the completion of the initial term, the parties shall either agree to negotiate an extension of the term, or the terms of this MOU shall lapse.

Any party hereto may resign from the Network and remove itself as a party to this MOU at any time upon providing written notice to all the other parties hereto. Such resignation and removal shall only have the effect of removing such party providing notice from the Network and this MOU, whereupon such party shall cease to be a party to this MOU. Such resignation and removal shall not otherwise terminate this MOU, which shall continue to exist between the remaining parties.

In addition, any member hereto may be removed from the Network and this MOU at any time where all the other parties to this MOU provide their written consent to such removal. Such removal shall only have the effect of removing the party receiving notice from this MOU, whereupon such party shall cease to be a party to this MOU. Such removal shall not otherwise terminate this MOU, which shall continue to exist between the remaining parties.

**3. Entire Agreement**

This MOU constitutes the entire agreement between the parties hereto. This MOU supersedes and invalidates all other prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

**4. Amendments**

This MOU may not be amended without the express written consent of all the parties hereto.

**5. Effect of Agreement**

This MOU is an expression of intent only. The statements of intent or understanding contained herein shall not be deemed to constitute any offer, acceptance or legally binding agreement, and such statements do not create any rights or obligations for or on the part of any party hereto. Each party hereto understands and agrees that no contract or agreement providing for any transaction between them shall be deemed to exist unless and until a definitive, legally binding agreement has been executed and delivered by all parties hereto.

**6. Independence**

Nothing in this MOU shall be construed as constituting, or have the effect of constituting, any partnership or joint venture relationship between the parties hereto. No party hereto shall have the right to contract in the name of any other party hereto, or in their joint names, or to act as agent of any other party hereto.

**7. Governing Laws & Choice of Jurisdiction**

This MOU shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein, and each party hereto irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Saskatchewan for all matters relating to this MOU.

**8. Counterparts**

This MOU may be executed in several counterparts, and such counterparts together shall constitute but one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the date first written above. This MOU may be signed by any means of electronic communication producing a printed copy, each of which, when so executed, shall be deemed to be an original.

**9. Non-Binding**

This document does not create a binding agreement between the parties and will not be enforceable. The parties may agree to vary any of the requirements of this MOU. Such agreement must be in writing and signed by all to constitute a modification to this MOU.

**10. Conclusion**

This MOU respects the independence of each party and strives to assist achieving common objectives of

promoting and supporting housing in Saskatchewan.

The intent for enhanced collaborations as outlined demonstrate the desire to co-operate and will be used as a guideline. It is also understood that such guidelines may be reviewed and adjusted over time. Therefore, discussions on these issues between all parties will continue.

**IN WITNESS WHEREOF** the parties hereto have executed this Memorandum of Understanding on the date first written above.

**HABITAT FOR HUMANITY INC.**

Per: 

Name: Denis Perrault  
Title: Chief Executive Officer

**REGINA & REGION HOME BUILDERS' ASSOCIATION INC.**

Per: 

Name: Stu Niebergall  
Title: President & Chief Executive Officer

**SASKATOON & REGION HOME BUILDERS' ASSOCIATION INC.**

Per: 

Name: Silvia Martini  
Title: Interim Chief Executive Officer

**SASKATCHEWAN LANDLORD ASSOCIATION INC.**

Per: 

Name: Cameron Choquette  
Title: Chief Executive Officer

**SASKATCHEWAN REALTORS® ASSOCIATION INC.**

Per: 

Name: Chris Guérette  
Title: Chief Executive Officer