

# CANADIAN MOTOR VEHICLE PURCHASE AND SALE AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## **Seller Information:**

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Driver's License or ID Number: \_\_\_\_\_

## **Buyer Information:**

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Driver's License or ID Number: \_\_\_\_\_

## **Vehicle Information:**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Year: \_\_\_\_\_ Vehicle Identification Number (VIN): \_\_\_\_\_

Odometer Reading (km): \_\_\_\_\_

Colour: \_\_\_\_\_

## **Purchase Price and Payment Terms:**

Purchase Price: \_\_\_\_\_ CAD

Payment Method and Schedule: \_\_\_\_\_

### **Clause 1 – Agreement to Sell and Purchase**

Seller agrees to sell, and Buyer agrees to purchase, the motor vehicle described above (the “Vehicle”) on the terms and conditions set forth in this Agreement.

### **Clause 2 – Condition of Vehicle; AS-IS**

The Vehicle is sold AS-IS, WHERE-IS, with all faults and without any warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. Buyer acknowledges having inspected the Vehicle to their satisfaction.

### **Clause 3 – Title and Ownership**

Seller represents that they are the legal owner of the Vehicle and have full right and authority to sell it. The Vehicle is free from any liens, encumbrances, charges, or claims except those disclosed in writing to Buyer.

### **Clause 4 – Odometer Disclosure**

Seller certifies to the best of their knowledge the odometer reading is accurate and reflects the actual mileage of the Vehicle.

### **Clause 5 – Delivery and Risk of Loss**

Risk of loss or damage to the Vehicle passes to Buyer upon physical delivery. Delivery shall be made at the agreed location.

**Clause 6 – Purchase Price and Payment**

Buyer shall pay the Purchase Price in full by the agreed method on or before delivery of the Vehicle. Any deposit is non-refundable except as otherwise agreed in writing.

**Clause 7 – Taxes and Fees**

Buyer is responsible for all applicable taxes, registration fees, licensing costs, insurance, and other fees related to the sale and ownership of the Vehicle.

**Clause 8 – No Representations Outside Agreement**

No other statements, promises, or representations outside this Agreement shall be binding unless made in writing and signed by both parties.

**Clause 9 – Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province or Territory of Canada where the Vehicle is sold.

**Clause 10 – Dispute Resolution**

Any disputes arising under this Agreement shall be resolved through negotiation and, if necessary, mediation or arbitration as permitted by applicable law.

**Clause 11 – Entire Agreement**

This document constitutes the entire agreement between the parties regarding the sale of the Vehicle and supersedes all prior negotiations or agreements.

**Clause 12 – Amendments**

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

**Clause 13 – Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Clause 14 – Signatures**

This Agreement may be executed in counterparts and by electronic means, each of which shall be deemed an original.

**Clause 15 – Buyer's Acknowledgment**

Buyer acknowledges having had the opportunity to inspect the Vehicle and agrees to purchase it AS-IS without further recourse.

**Clause 16 – Seller's Disclosure**

Seller discloses any known defects or issues with the Vehicle to the best of their knowledge in writing attached to this Agreement.

**Clause 17 – No Warranty by Seller**

Seller expressly disclaims any warranty, express or implied, except as specifically stated herein.

**Clause 18 – Indemnification**

Buyer agrees to indemnify and hold Seller harmless from any claims or liabilities arising after the sale.

**Clause 19 – Representations and Warranties Survival**

All representations and warranties set forth in this Agreement shall survive the closing of the sale.

**Clause 20 – Counterparts**

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

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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