

VESSEL (BOAT) PURCHASE AND SALE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Vessel Information:

Make/Model: _____

Year of Manufacture: _____

Length Overall (LOA): _____ Beam: _____

HIN (Hull Identification No.) / Title or Registration No.: _____

Condition (as disclosed): _____

Purchase Price and Payment Terms:

Purchase Price: _____ CAD

Payment Method and Schedule: _____

Clause 1 – Purpose of Agreement

Seller agrees to sell and Buyer agrees to purchase the vessel identified above, including all accessories, equipment, and appurtenances (collectively, the “Vessel”), in accordance with the terms contained herein. Seller warrants that Seller is the legal owner of the Vessel with full authority to sell.

Clause 2 – Condition; AS-IS WHERE-IS

The Vessel is sold AS-IS, WHERE-IS, without warranties, express or implied, including but not limited to merchantability or fitness for a particular purpose, except as expressly provided herein. Buyer acknowledges opportunity to inspect and accepts the Vessel’s condition as of sale.

Clause 3 – Equipment, Accessories, and Documentation

Seller shall provide all keys, manuals, registration documents, and any applicable warranties or service records to Buyer at Closing. Any inventory or equipment exclusions shall be listed in an attached schedule.

Clause 4 – Seller’s Representations and Warranties

Seller represents that the Vessel is free from liens, claims, and encumbrances, and any identifying numbers have not been altered. Seller has disclosed all known material defects. These representations survive transfer under applicable

Canadian laws.

Clause 5 – Sea Trial and Marine Survey

Buyer may conduct a sea trial or hire an independent marine surveyor within an agreed timeframe post-execution. In case of material deficiency disclosed, Buyer may terminate the Agreement and receive a refund of deposits, subject to agreed conditions.

Clause 6 – Risk of Loss and Delivery

Risk of loss passes to Buyer upon physical delivery of the Vessel at the agreed location. Seller shall maintain the Vessel in substantially the same condition pending delivery.

Clause 7 – Purchase Price, Deposit, and Payment

The total Purchase Price shall be paid as agreed. Deposits, if any, shall be applied towards the Purchase Price. Payment at Closing shall be by certified funds or other mutually agreed method.

Clause 8 – Taxes, Fees, and Registration

Buyer shall pay all applicable taxes, fees, registration, and titling costs. Seller shall clear any liens or encumbrances prior to Closing.

Clause 9 – Liens and Encumbrances

Seller guarantees the Vessel is free of liens or encumbrances. Any lien discovered after Closing that relates to Seller shall be promptly cleared by Seller at Seller's expense.

Clause 10 – Title and Closing Deliverables

At Closing, Seller shall deliver duly executed title documents, bills of sale, lien releases, and valid identification. Buyer shall pay the purchase amount and provide any necessary documents.

Clause 11 – Maintenance and Care Prior to Closing

Seller shall maintain the Vessel's condition, perform reasonable upkeep, and notify Buyer of any material adverse changes prior to Closing.

Clause 12 – Insurance and Transport

Buyer is responsible for insurance and transport costs after risk passes. Any relocation prior to Closing shall be as agreed in writing.

Clause 13 – Personal Information

Parties will handle each other's personal information in compliance with applicable Canadian privacy laws, using appropriate safeguards.

Clause 14 – Confidentiality

The terms of this Agreement and any exchanged confidential information shall remain confidential except as required by law or agreed in writing.

Clause 15 – Default and Remedies

If either party materially breaches this Agreement and fails to cure within the specified timeframe, the non-breaching party may terminate and pursue remedies under applicable law.

Clause 16 – Severability

If any provision is found unenforceable, remaining provisions shall remain effective and the invalid provision replaced by a valid provision reflecting the parties' intent.

Clause 17 – Entire Agreement; Amendments

This Agreement constitutes the entire understanding between parties and can only be amended in writing signed by both.

Clause 18 – Notices

Notices under this Agreement shall be in writing and delivered by hand, certified mail, courier, or electronic means as specified, to the addresses set forth herein.

Clause 19 – Governing Law; Venue; Jury Trial Waiver

This Agreement is governed by the laws of the Province of _____, Canada. Parties consent to the exclusive jurisdiction of courts in _____. To the extent permitted, parties waive any right to a jury trial.

Clause 20 – Signatures; Counterparts; Attachments

This Agreement may be executed in counterparts, each deemed an original. Attached schedules are incorporated by reference. Execution by electronic signature is permitted.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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