

# SALES CONTRACT

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: \_\_\_\_\_

## **Property Information:**

Description of Goods / Property: \_\_\_\_\_

Serial Number / Identification No.: \_\_\_\_\_

Condition (as disclosed): \_\_\_\_\_

## **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 property described above ("Property") on the terms set forth in this Contract. Seller represents full ownership and authority to sell the Property, free of all liens and encumbrances, unless otherwise stated.

### **Clause 2 – Condition of Property**

The Property is sold "AS IS" without warranty as to condition, except as expressly provided herein. Buyer acknowledges opportunity to inspect the Property and accepts it in its current state.

### **Clause 3 – Deposit**

Buyer shall pay a deposit upon execution of this Contract, to be held in trust by the Seller's brokerage or lawyer, to be applied toward the Purchase Price at closing.

### **Clause 4 – Closing Date and Possession**

The closing of this sale shall take place at a mutually agreed location. Possession of the Property shall be delivered to Buyer upon closing.

### **Clause 5 – Representations and Warranties**

Seller represents that there are no known legal claims, disputes, or encumbrances affecting the Property other than those

disclosed in writing. Seller shall provide all necessary documents to transfer ownership.

**Clause 6 – Risk of Loss**

Risk of loss or damage to the Property shall remain with Seller until closing, except as otherwise agreed in writing.

**Clause 7 – Taxes and Adjustments**

All applicable taxes, fees, and costs related to the Property transfer shall be paid as required by law. Adjustments for taxes, utilities, and other charges will be prorated to the closing date.

**Clause 8 – Compliance with Law**

Both parties agree to comply with all applicable federal, provincial, and municipal laws and regulations relating to the sale and transfer of the Property.

**Clause 9 – Default**

If Buyer defaults in performance, the deposit may be forfeited as liquidated damages. If Seller defaults, Buyer may seek specific performance or damages as permitted by law.

**Clause 10 – Entire Agreement**

This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements, written or oral.

**Clause 11 – Amendments**

Any amendments or waivers must be in writing and signed by both parties.

**Clause 12 – Notices**

All notices under this Contract shall be in writing and delivered personally, by mail, courier, or electronic means with confirmation of receipt.

**Clause 13 – Governing Law and Jurisdiction**

This Contract shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada. The parties attorn to the exclusive jurisdiction of the courts of Ontario.

**Clause 14 – Severability**

If any provision of this Contract is held invalid, the remainder shall remain in full force and effect.

**Clause 15 – Counterparts and Electronic Signatures**

This Contract may be executed in counterparts and by electronic signature, each of which is deemed an original.

**Clause 16 – Disclosure of Personal Information**

The parties consent to the collection, use, and disclosure of personal information as necessary to complete this transaction, in compliance with Canadian privacy laws.

**Clause 17 – Representations Regarding Authority**

Each party represents that they have the full power and authority to enter into this Contract.

**Clause 18 – No Other Representations**

Buyer acknowledges no other representations or warranties have been made except those expressly contained herein.

**Clause 19 – Binding Effect**

This Contract shall be binding upon and enure to the benefit of the parties and their respective heirs, executors,

administrators, and assigns.

**Clause 20 – Execution**

The parties have executed this Contract as of the date written above.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

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

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

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