

# SIMPLE PURCHASE AGREEMENT

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

**Seller Information:**

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

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

Phone Number and Email Address: \_\_\_\_\_

**Buyer Information:**

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

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

Phone Number and Email Address: \_\_\_\_\_

**Purchased Item Information:**

Description of Goods or Property: \_\_\_\_\_

Serial Number or Identifier (if applicable): \_\_\_\_\_

**Purchase Price and Payment:**

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

Payment Method and Terms: \_\_\_\_\_

**1. Sale and Transfer of Ownership**

Seller agrees to sell and transfer to Buyer, and Buyer agrees to purchase from Seller, the goods or property described above, free from all liens, claims, and encumbrances.

**2. Payment**

Buyer shall pay the full purchase price in Canadian dollars as specified above, according to the payment method and terms agreed upon by the parties.

**3. Delivery and Risk of Loss**

Seller shall deliver the goods or property to Buyer at a mutually agreed location. Risk of loss or damage shall pass to Buyer upon delivery.

**4. Condition of Goods**

The goods or property are sold 'as is', without any warranties, express or implied, except as specifically set forth in this Agreement.

**5. Representations and Warranties**

Seller represents and warrants that Seller is the lawful owner of the goods or property, that it is free from all liens and encumbrances, and that Seller has the full right to sell and transfer the same.

**6. Taxes and Fees**

Buyer shall be responsible for all applicable taxes, duties, fees, and expenses related to the purchase, transfer, and registration of the goods or property.

## **7. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

## **8. Dispute Resolution**

Any disputes arising out of or relating to this Agreement shall be resolved by mediation or, if unsuccessful, by binding arbitration conducted in Ontario under the Arbitration Act, 1991 (Ontario).

## **9. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements.

## **10. Amendments**

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

## **11. Severability**

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

## **12. Counterparts**

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

## **13. Notices**

All notices, requests, demands, and other communications shall be in writing and delivered personally, mailed by registered mail, or sent by electronic means to the parties at their addresses set forth herein.

## **14. No Waiver**

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

## **15. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

## **16. Execution**

The parties have executed this Agreement as of the date set forth above by their duly authorized representatives.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

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

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

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