

# USED CAR SALE AGREEMENT - ONTARIO

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

## Seller Information:

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

Driver's License No.: \_\_\_\_\_

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

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

## Buyer Information:

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

Driver's License No.: \_\_\_\_\_

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

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

## Vehicle Information:

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

Year: \_\_\_\_\_ VIN (Vehicle Identification No.): \_\_\_\_\_

Odometer Reading: \_\_\_\_\_ km

Vehicle Condition and Notes: \_\_\_\_\_

## Purchase Price and Payment Terms:

Purchase Price (CAD): \_\_\_\_\_

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

### 1. Agreement to Sell and Purchase

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

### 2. Vehicle Condition and AS IS BASIS

The Vehicle is sold on an "AS IS, WHERE IS" basis without any representations or warranties, express or implied, except as specifically stated herein. Buyer acknowledges having inspected the Vehicle and accepts its condition.

### 3. Seller's Representations and Warranties

Seller represents that Seller is the legal owner of the Vehicle, free and clear of all liens and encumbrances unless otherwise disclosed; that the odometer reading is accurate to the best of Seller's knowledge; and that the Vehicle has not been used for any unlawful purpose.

### 4. Buyer's Acknowledgments

Buyer acknowledges that Buyer has had the opportunity to inspect the Vehicle, has satisfied themselves regarding its condition, and is purchasing the Vehicle accordingly.

### 5. Purchase Price and Payment

The total purchase price for the Vehicle is as specified above. Payment shall be made by the Buyer to the Seller in full at or before the time of delivery, unless otherwise agreed in writing.

#### **6. Delivery and Risk of Loss**

Risk of loss or damage to the Vehicle passes to Buyer upon delivery. Delivery shall occur at the agreed location between the parties.

#### **7. Title and Registration**

Seller shall provide Buyer with the original ownership document and any other documents necessary to transfer legal ownership in accordance with Ontario law. Buyer is responsible for all costs related to registration, licensing, and taxes.

#### **8. No Additional Warranties**

Except as expressly set forth in this Agreement, no warranties or representations are made by the Seller. All implied warranties, including the implied warranty of merchantability and fitness for a particular purpose, are excluded to the extent permitted by law.

#### **9. Indemnification**

Buyer agrees to indemnify and hold Seller harmless from any claims, costs, or liabilities arising after the sale and transfer of ownership.

#### **10. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes any prior discussions, representations, or agreements.

#### **11. Amendments**

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

#### **12. Governing Law**

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

#### **13. Dispute Resolution**

Any disputes arising from this Agreement shall be resolved through negotiation, and if unsuccessful, through mediation or arbitration as agreed by the parties.

#### **14. Severability**

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

#### **15. Counterparts and Electronic Signatures**

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

#### **16. Notices**

All notices under this Agreement shall be in writing and delivered by hand, mail, or electronic transmission to the addresses provided by the parties.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

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

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

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