

VEHICLE 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: _____

Vehicle Information:

Make/Model: _____

Year of Manufacture: _____

Vehicle Identification Number (VIN): _____

Odometer Reading: _____

License Plate Number: _____

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 vehicle identified above (the “Vehicle”) on the terms set forth in this Agreement. Seller represents that Seller has full right, title, and authority to convey the Vehicle and that no third party consent is required other than as expressly stated herein.

Clause 2 – Condition; AS-IS WHERE-IS

Except as expressly stated in writing in this Agreement, the Vehicle is sold AS-IS, WHERE-IS, with all faults, and without any express or implied warranties, including without limitation any implied warranties of merchantability or fitness for a particular purpose under applicable Canadian law. Buyer acknowledges having had the opportunity to inspect the Vehicle and accepts the condition subject only to rights provided in the mechanical inspection or condition clause.

Clause 3 – Equipment and Documentation

At Closing, Seller shall deliver all keys, manuals, warranties, registration documents, and any other related documentation. Any exclusions or special conditions shall be listed in an attached Schedule, which is incorporated herein.

Clause 4 – Seller’s Representations and Warranties

Seller represents and warrants that: (a) Seller is the sole legal and beneficial owner of the Vehicle with good and marketable title; (b) the Vehicle is free and clear of all liens, charges, security interests, or encumbrances; (c) the VIN and identifying numbers are true and correct and have not been altered; and (d) Seller has disclosed all material defects known to Seller. These warranties survive Closing as permitted by applicable law.

Clause 5 – Mechanical Inspection and Test Drive

Buyer may, at Buyer's sole cost and within a reasonable time after execution of this Agreement, conduct a mechanical inspection and test drive of the Vehicle. Should the inspection disclose material deficiencies not previously disclosed, Buyer may terminate this Agreement by written notice and receive a refund of any deposit paid, less actual costs of inspection.

Clause 6 – Risk of Loss and Delivery

Risk of loss or damage passes to Buyer upon physical delivery of the Vehicle to Buyer or Buyer's designated carrier at the agreed delivery location. Delivery shall occur at the agreed location, and until delivery, Seller shall maintain the Vehicle in substantially the same condition.

Clause 7 – Purchase Price, Deposit, and Payment

The total Purchase Price is _____ CAD. Buyer shall pay a deposit of _____ CAD (if any) upon execution, to be applied to the Purchase Price at Closing. The balance shall be paid by certified cheque, bank draft, wire transfer, or other immediately available funds acceptable to Seller at Closing.

Clause 8 – Taxes, Fees, and Registration

Buyer is responsible for all applicable taxes, fees, registration, titling, transfer, and governmental charges associated with the purchase and ownership transfer of the Vehicle. Seller is responsible for discharging any liens or encumbrances prior to or at Closing.

Clause 9 – Liens and Encumbrances

Seller shall convey the Vehicle free and clear of all liens, security interests, and encumbrances. In the event any lien or encumbrance arises from Seller's period of ownership after Closing, Seller shall promptly discharge it at Seller's cost and indemnify Buyer.

Clause 10 – Title and Closing Deliverables

At Closing, Seller shall deliver: (a) the original vehicle registration and title duly assigned to Buyer; (b) lien release documents if applicable; (c) any bill of sale or transfer documents required by applicable law; and (d) valid government-issued identification of the signatories. Buyer shall deliver the balance of the Purchase Price and any required documents for transfer.

Clause 11 – Maintenance and Care Prior to Closing

From execution until delivery, Seller shall maintain the Vehicle in substantially the same condition, perform reasonable upkeep, and notify Buyer of any material adverse changes. Buyer shall have the right to a final inspection upon delivery.

Clause 12 – Insurance and Transport

Unless otherwise agreed in writing, Buyer shall be responsible for insuring the Vehicle effective upon risk passing. Buyer shall bear all costs and risks of transport after delivery. Any pre-Closing relocation requires mutual written consent and allocation of responsibility.

Clause 13 – Personal Information

The parties agree to handle each other's personal information in accordance with applicable Canadian privacy laws

solely for the purposes of negotiating, executing, and performing this Agreement.

Clause 14 – Confidentiality

The terms of this Agreement and any non-public information exchanged shall be kept confidential and shall not be disclosed except as required by law or with prior written consent.

Clause 15 – Default and Remedies

If Buyer fails to perform any material obligation and does not cure within a reasonable period after notice, Seller may terminate and retain any deposits as liquidated damages. If Seller breaches materially and does not cure after notice, Buyer may terminate and recover deposits and costs or seek other legal remedies as provided by law.

Clause 16 – Severability

If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect and the invalid provision shall be replaced with a valid provision reflecting the parties' intent.

Clause 17 – Entire Agreement; Amendments

This Agreement, including any attached Schedules, constitutes the entire agreement between parties and supersedes all prior understandings. Amendments must be in writing and signed by both parties.

Clause 18 – Notices

All notices shall be in writing and deemed given when delivered by hand, courier, certified mail, or electronic means capable of confirming receipt, to the addresses set forth herein or as updated by notice.

Clause 19 – Governing Law; Venue; Jury Trial Waiver

This Agreement shall be governed by the laws of the Province of _____ and the federal laws of Canada applicable therein. The parties consent to exclusive jurisdiction of courts in _____. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY WAIVES THE RIGHT TO A JURY TRIAL FOR ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

Clause 20 – Signatures; Counterparts; Attachments

This Agreement may be executed in counterparts (including electronically), each considered an original. The following Schedules are incorporated by reference: (i) Equipment/Inventory and Exclusions; (ii) Inspection Terms (if any); (iii) Lien Release Statements (if any); (iv) Proof of Payment. The parties have executed this Agreement as of the date first written above.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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