

VENDOR TAKE BACK AGREEMENT

Location: _____ Date: _____

Vendor Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Purchaser Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Property Description:

Address / Legal Description: _____

Municipality / Province: _____

Purchase Price and Terms:

Purchase Price: _____ CAD

Down Payment: _____ CAD

Balance Payable by Vendor Take Back Mortgage: _____

Interest Rate (% per annum): _____

Amortization Period (years): _____

Payment Frequency (e.g., monthly): _____

Vendor Take Back Mortgage Terms and Conditions:

1. The Vendor agrees to provide financing to the Purchaser by way of a Vendor Take Back (VTB) mortgage in the amount identified above, secured by the Property described herein. 2. The Purchaser agrees to pay the Vendor the principal and interest according to the agreed terms specified above. 3. The mortgage shall be governed by the laws of the Province of _____, Canada, and all applicable federal laws. 4. Interest shall accrue at the stated rate on the unpaid principal and be payable in accordance with the payment frequency. 5. The Purchaser shall have the right to prepay the mortgage in whole or in part at any time without penalty. 6. The Purchaser shall keep the Property insured against loss or damage, with the Vendor named as mortgagee, and provide proof of insurance upon request. 7. The Purchaser shall maintain the Property in good condition and repair and comply with all applicable laws and regulations. 8. Default by the Purchaser in the payment of principal or interest or in the performance of any obligation shall entitle the Vendor to exercise all rights and remedies under the mortgage and applicable law. 9. This Agreement and the mortgage shall constitute a legally binding obligation enforceable against the Purchaser and Vendor.

Additional Covenants:

a) The Purchaser acknowledges receipt of a copy of the mortgage documents prior to execution. b) The Vendor warrants that the mortgage is free of encumbrances, except as disclosed. c) The Purchaser shall not assign or transfer interest in the mortgage without the Vendor's prior written consent. d) Notices under this Agreement shall be in writing and delivered personally or by registered mail to the parties' addresses herein.

Representations and Warranties:

Each party represents and warrants to the other that: i) It has the full power, capacity and authority to enter into and perform this Agreement. ii) This Agreement constitutes a valid and binding obligation enforceable in accordance with its terms. iii) There are no outstanding agreements, claims, or litigation that would impair this Agreement's validity or enforceability.

Default and Remedies:

In the event of default by the Purchaser in the payment or other obligations, the Vendor may: a) Declare the entire unpaid principal and accrued interest immediately due and payable. b) Exercise all rights of enforcement and sale under the mortgage and applicable law. c) Recover costs, expenses, and reasonable legal fees incurred to enforce this Agreement. d) This section does not limit any other rights or remedies available at law or equity.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the Province of _____ and the federal laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the courts of the Province of _____.

Entire Agreement; Amendments:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. Any amendment or modification shall be in writing and signed by both parties.

Severability:

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

Notices:

All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered mail, or electronic communication to the addresses provided above or such other address as either party may designate in writing.

VENDOR'S SIGNATURE

PURCHASER'S SIGNATURE

Signature: _____

Signature: _____

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