

# CAR PURCHASE AGREEMENT

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

## **Seller Information:**

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

Canadian Government ID / Driver License No.: \_\_\_\_\_

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

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

## **Buyer Information:**

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

Canadian Government ID / Driver License No.: \_\_\_\_\_

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

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

## **Vehicle Information:**

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

Year of Manufacture: \_\_\_\_\_

VIN (Vehicle Identification Number): \_\_\_\_\_

Odometer Reading (km): \_\_\_\_\_

Colour: \_\_\_\_\_

## **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, including all accessories and related documents (the “Vehicle”), on the terms set forth herein. Seller represents that Seller has full right, title, and authority to convey the Vehicle, free and clear of any encumbrances, and no third party consent is required other than as expressly stated in this Agreement.

## **Clause 2 – Condition; AS-IS WHERE-IS**

The Vehicle is sold AS-IS, WHERE-IS, with all faults, 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 the rights provided herein.

## **Clause 3 – Documents and Accessories**

At Closing, Seller shall deliver all keys, manuals, registrations, ownership documents, and any other accessories presently belonging to or associated with the Vehicle. A detailed inventory and any exclusions 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; (b) the Vehicle is free and clear of all liens, charges, and encumbrances; (c) the VIN and identifying numbers are true and have not been altered; and (d) to Seller’s knowledge, the Vehicle is not stolen or subject to any pending claim or litigation. These warranties survive Closing for a period allowed under Canadian law.

#### **Clause 5 – Inspection Rights**

Buyer may conduct any inspection or test of the Vehicle prior to Closing. If a material defect is discovered, Buyer may terminate this Agreement by written notice to Seller, subject to agreed timelines.

#### **Clause 6 – Risk of Loss and Delivery**

Risk of loss or damage passes to Buyer upon physical delivery of the Vehicle. Delivery location shall be as agreed between the parties. Until delivery, Seller shall maintain the Vehicle in substantially the same condition as at the date of this Agreement.

#### **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 funds, bank draft, or wire transfer on or before Closing.

#### **Clause 8 – Taxes, Fees, and Registration**

Buyer is responsible for all applicable sales taxes, registration fees, licensing, transfer fees, and other governmental charges arising from the purchase and ownership of the Vehicle after Closing. Seller is responsible for any fees or charges accrued prior to Closing.

#### **Clause 9 – Liens and Encumbrances**

Seller shall ensure that the Vehicle is delivered free and clear of all liens and encumbrances. If any lien is discovered post-Closing related to Seller’s period of ownership, Seller shall promptly discharge it at Seller’s expense and indemnify Buyer against any loss.

#### **Clause 10 – Title and Closing Documents**

At Closing, Seller shall deliver to Buyer all necessary title documents, including the signed Registration Certificate or equivalent proof of ownership, properly endorsed to Buyer, and any lien release documents.

#### **Clause 11 – Maintenance and Use Prior to Closing**

Seller shall maintain the Vehicle in good condition and not use it in a manner that would materially impair its value before Closing.

#### **Clause 12 – Insurance and Transport**

Buyer shall be responsible for insuring and arranging transport of the Vehicle from the point of delivery. Seller shall maintain insurance until risk passes to Buyer.

#### **Clause 13 – Personal Information**

The parties agree to process personal information only for the purposes of negotiating, executing, and performing this Agreement, in compliance with Canadian privacy laws.

#### **Clause 14 – Confidentiality**

The terms of this Agreement and any confidential information exchanged shall be kept confidential except as required by law or with prior written consent of the other party.

**Clause 15 – Default and Remedies**

If Buyer defaults and fails to cure within the specified period, Seller may retain any deposit as liquidated damages. If Seller defaults, Buyer may seek refund of deposit and other remedies permitted by law.

**Clause 16 – Severability**

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

**Clause 17 – Entire Agreement; Amendments**

This Agreement constitutes the entire agreement between the parties and supersedes prior negotiations. Amendments must be in writing and signed by both parties.

**Clause 18 – Notices**

All notices shall be in writing and deemed effective when delivered personally, by courier, registered mail, or electronic means with confirmation.

**Clause 19 – Governing Law and Venue**

This Agreement shall be governed by the laws of the Province of \_\_\_\_\_ and the federal laws of Canada applicable therein. The parties submit to the exclusive jurisdiction of the courts in \_\_\_\_\_.

**Clause 20 – Execution; Counterparts**

This Agreement may be executed in counterparts, each of which is deemed an original, and all of which constitute one Agreement. Electronic signatures are valid and binding.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

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

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

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