

PRIVATE CAR 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: _____

VIN (Vehicle Identification Number): _____

Odometer Reading (km): _____

License Plate Number: _____

Purchase Price and Payment Terms:

Purchase Price: _____ CAD

Payment Method and Schedule: _____

Clause 1 – Agreement to Sell and Purchase

Seller agrees to sell and Buyer agrees to purchase the Vehicle described above on the terms set forth in this Agreement. Both parties warrant they have legal capacity and authority to enter into this contract.

Clause 2 – Condition of Vehicle; AS IS

The Vehicle is sold AS IS, WHERE IS, without any warranties or guarantees, either express or implied, including but not limited to any warranty of fitness for a particular purpose or merchantability. Buyer acknowledges having had the opportunity to inspect the Vehicle and accepts it in its current condition.

Clause 3 – Vehicle History and Documentation

Seller shall provide Buyer with all available documentation including the vehicle's registration, ownership papers, lien clearance certificates, maintenance records, and any other relevant documents at or before Closing.

Clause 4 – No Liens or Encumbrances

Seller represents that the Vehicle is free and clear of all liens, encumbrances, or other claims. Seller will indemnify Buyer should any liens or claims arise after the transfer related to Seller's ownership period.

Clause 5 – Risk of Loss

Risk of loss or damage to the Vehicle passes from Seller to Buyer upon delivery of the Vehicle to Buyer or Buyer's authorized representative.

Clause 6 – Delivery and Transfer of Ownership

Delivery of the Vehicle and transfer of ownership shall occur at a mutually agreed location. Seller shall provide all necessary documents to enable Buyer to register the Vehicle in Buyer's name as required by Canadian law.

Clause 7 – Purchase Price and Payment

The total purchase price is _____ CAD. Payment shall be made in full by Buyer to Seller by cash, certified cheque, bank draft, or electronic funds transfer at or before delivery.

Clause 8 – Taxes and Fees

Buyer is responsible for all applicable taxes, fees, and charges related to the transfer of ownership, registration, and licensing of the Vehicle.

Clause 9 – Representations and Warranties

Seller represents that the information provided about the Vehicle is true and accurate to the best of Seller's knowledge, and that the Vehicle has not been subject to any undisclosed accidents or damage.

Clause 10 – Default and Remedies

If Buyer fails to perform any obligation under this Agreement, Seller may retain any deposits as liquidated damages. If Seller breaches any representation or warranty, Buyer may seek damages or specific performance as permitted by applicable Canadian law.

Clause 11 – Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the sale of the Vehicle and supersedes all prior negotiations and agreements, whether written or oral.

Clause 12 – Amendments

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

Clause 13 – Governing Law

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.

Clause 14 – Dispute Resolution

Any disputes arising from this Agreement shall be resolved through negotiation between the parties, and if unresolved, by submission to mediation, arbitration, or litigation in the courts of the Province of _____.

Clause 15 – Severability

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

Clause 16 – Notices

All notices required or permitted under this Agreement shall be in writing and delivered personally, sent by registered mail, or by electronic communication to the addresses provided by the parties.

Clause 17 – Signatures

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

Clause 18 – Acknowledgments

Both parties acknowledge that they have read, understood, and voluntarily accepted the terms and conditions of this Agreement.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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