

MOTOR VEHICLE PRIVATE PURCHASE / PRIVATE SALE CONTRACT

DISCLAIMER: This contract template is provided for informational purposes only and its author accept no responsibility in connection with your use of it. It is your sole responsibility, as the buyer or seller, to ensure that this template meets your needs before using it, and to consult a lawyer or notary for any legal advice.

I. PARTIES TO THE CONTRACT

AS USED HEREIN THE WORD « Seller » REFERS TO:

Name:

Occupation:

Address:

(no) (street)

(city) (postal code)

Telephone:

Email:

AND THE WORD « Buyer » REFERS TO:

Name:

Occupation:

Address:

(no) (street)

(city) (postal code)

Telephone:

Email:

II. DESCRIPTION OF USED VEHICLE:

Make: Model:

Year:

Vehicle identification number (VIN):

Displacement:

Last registration number:

For the year:

Odometer reading: kilometres

Type of use of vehicle prior to sale:

Special or extra equipment:

Transferable warranty:

III. THE PARTIES HEREBY AGREE THAT:

1. This purchase/sale contract applies to the Vehicle described in Paragraph II (the "Vehicle").

2. The Seller certifies that the odometer reading is, to the best of their knowledge, the true distance in kilometres travelled by this Vehicle up to the date of signature hereof.

3. The Buyer has test-driven the Vehicle:

Yes (date:) No

4. The Buyer has examined the Vehicle:

Yes (date:) No

5. The Buyer has had the Vehicle inspected by a mechanic:

Yes (date:) No

Inspection is at the Buyer's expense.

6. The Seller certifies that they have absolute ownership of the Vehicle, on which there is neither claim nor lien.

Yes No

RPMRR verification fees are at the Buyer's expense.

7. When acquired by the Seller, the Vehicle was:

new used demonstrator

Was the Vehicle involved in an accident?

Yes (date:) No

Was the Vehicle ever rebuilt (severely damaged vehicle)?

Yes (date:) No

Is the owner's manual in the Vehicle?

Yes (date:) No

8. Known mechanical problems and/or imminent repairs needed:

See appendix (check if necessary and attach document)

9. The Buyer cannot take possession of the Vehicle until the following conditions are fulfilled:

a) The Seller must receive full payment of the sale price, i.e., the sum of \$

PAYABLE: bank transfer in cash certified cheque.

A non-refundable deposit of \$

PAYABLE: bank transfer in cash certified cheque.

was received on

Complete balance will be paid by

AND

b) Registration of the transfer of ownership with the Société de l'assurance automobile du Québec must take place no later than : (deadline).

If the conditions set out in paragraphs 9a) and 9b) are not both fulfilled by the agreed-upon dates indicated above, this contract will be automatically cancelled.

10. All expenses and fees incurred with the purchase of the Vehicle (sales tax, registration, insurance, etc.) are not included in the above-indicated sale price, and are to be borne by the Buyer.

Other information:

Signed in duplicate at

this

Seller's signature

Buyer's signature

CHECKLIST – BUYING A USED VEHICLE

BEFORE BUYING

Check the the [Canadian Police Information Centre \(CPIC\)](#) website to see if the vehicle is listed as stolen.

Check for liens on the vehicle with the RDPRM (French acronym for “[Register of Personal and Movable Real Rights](#)”) or also by phone at 418-646-4949, 514-864-4949 or 1-800-465-4949. You will need the vehicle identification number (VIN) and the name of the previous owner to complete your search.

Check the [CARFAX Canada](#) website to see if the vehicle was involved in a major accident.

Have the vehicle inspected by a trustworthy garage or inspection centre. For reference, check the list of [CAA-Quebec's authorized Vehicle Inspection Centres](#).

Check the chain of vehicle ownership with the [Société de l'assurance automobile du Québec](#). Requests must be made in person at a SAAQ office or at the offices of an official SAAQ agent, including [CAA-Quebec Registration Centres](#). There is a charge for this service.

Ask to see all recent repair bills and check if the repairs are still under warranty.

Check with the vehicle manufacturer to see if the warranty is still valid.

Check the [Transport Canada](#) website to see if all recalls have been carried out.

Check with the SAAQ or the person selling the vehicle if any unpaid fines could prevent the completion of the transaction.

AFTER BUYING

Transfer the vehicle ownership with the SAAQ as quickly as possible.

Pay the provincial tax (PST) when registering the motor vehicle with the SAAQ.

Read the owner's manual carefully for information on its operation, recommended maintenance, etc.

Advise the manufacturer that you are [the new owner](#) of the vehicle.

CHECKLIST – SELLING A USED VEHICLE

BEFORE SELLING

Check with the SAAQ to see if the prospective Buyer has a valid driver's licence in order to avoid the risk of seizure of the vehicle.

Be aware that you are not obliged to grant any warranty on the vehicle in a private sale. You can ask the Buyer to waive, in writing, the warranty provided for in the Civil Code of Québec.

Disclose hidden defects, if any. This is your responsibility. To this end, be sure to inform the Buyer of any problems you are aware of. It's also a good time to show all recent repair bills.

Notify the Buyer if the vehicle has ever been involved in a major accident.

Agree to have the vehicle inspected at the Buyer's expense by a trustworthy garage or inspection centre. For reference, check the list of [CAA-Quebec's authorized Vehicle Inspection Centres](#).

AFTER SELLING

Visit an SAAQ office or mandatary as soon as possible to transfer ownership of the vehicle.

Make sure the Buyer pays QST when registering the vehicle with the SAAQ.

Hand over the vehicle owner's manual as well as all your maintenance and repair bills to the Buyer.

For more information:

CAA-Quebec Mobility Advisory Services: 418-624-0613 or 1-888-471-2424
automobile@caaquebec.com

To contact [CAA-Quebec's authorized Vehicle Inspection Centres](#): 418-626-0310 or 1-877-626-0310

[Auto and Vehicle Insurance offered by CAA-Quebec](#)

Visit caaquebec.com

DISCLAIMER: The information provided on this page is a general overview of the elements to consider when buying or selling a used motor vehicle between two individuals. CAA-Quebec makes no warranty as to the accuracy or completeness of the contents of this document. It does not constitute legal advice. If in doubt, or for further information on the rules or particularities that may apply to your legal situation, please consult a lawyer or notary.