

## CONDITIONAL SALES

## CONSUMER PURCHASE CONDITIONAL SALES CONTRACT ("CONTRACT") CONTRACT NO. \_\_\_\_\_

## CONDITIONS ON BACK FORM PART OF THIS CONTRACT.

BUYER'S SURNAME	FIRST	MIDDLE	ADDRESS	CITY	PROVINCE	POSTAL CODE
BUYER'S SURNAME	FIRST	MIDDLE	ADDRESS	CITY	PROVINCE	POSTAL CODE
SELLER'S NAME			ADDRESS	CITY	PROVINCE	POSTAL CODE

The Seller hereby sells and the Buyer (and if more than one Buyer, jointly and severally), hereby agrees to purchase from the Seller and agrees to pay for by installment payments, subject to the terms and conditions as set forth below and UPON THE REVERSE SIDE OF THIS CONTRACT, the following goods ("Goods"), acceptance of which is hereby acknowledged by the Buyer in good condition and as ordered:

## VEHICLE DESCRIPTION

	YEAR	MAKE	MODEL	CYLS.	SERIAL NUMBER
--	------	------	-------	-------	---------------

INDICATE  
OPTIONS

## TERMS OF REPAYMENT

The Time Balance shall be paid by the Buyer to Alberta Treasury Branches ("ATB Financial") at:

\_\_\_\_\_

\_\_\_\_\_

as follows:

No. of Payments	Amount of Payment	Frequency	Payment to Commence

Term: \_\_\_\_\_

Amortization Period: \_\_\_\_\_

until the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

on which date the entire balance then unpaid (approximately  
\$ \_\_\_\_\_, if all payments have been made on  
the due dates) shall become due and payable.

If any event set out in Condition 7 on the reverse hereof occurs, then the amount due and payable shall bear interest at the stipulated Annual Percentage Rate from the date of default until payment in full is made.

## STATEMENT OF TRANSACTION

1. CASH PRICE (including extra equipment)	\$
2. AMOUNT OF DOWN PAYMENT	
(a) Trade In	\$
Describe	
(b) Less Lien	\$
(c) Difference ((a) - (b))	\$
(d) Add cash payment	\$
(e) Total down payment (c) + (d)	\$
3. BALANCE (1-2 (e))	\$
4. OFFICIAL FEES, IF ANY	\$
5. OTHER CHARGES	
(a) Life Insurance	\$
(b) Extended Warranty	\$
(c) Disability Insurance	\$
(d) Finance Fee	\$
(e)	\$
(f)	\$
(g) Total	\$
6. AMOUNT FINANCED (3+4+5(g))	\$
7. FINANCE CHARGE	
(Annual Percentage Rate _____ %)	\$
8. TIME BALANCE (Amount of Contract) (6+7)	\$
9. TOTAL TIME PRICE (2(e) +8)	\$
COST OF GOODS AND SERVICES (1+4+5)	\$

## VEHICLE INSURANCE

NAME OF AGENT	TELEPHONE	INSURANCE COMPANY
ADDRESS	POLICY NUMBER	EXPIRY DATE
CITY	PROVINCE	POSTAL CODE
COVERAGE		
<input type="checkbox"/> Collision \$ _____ Deductible		
<input type="checkbox"/> Fire - Theft <input type="checkbox"/> Comprehensive		

NOTE TO BUYER:

I AGREE TO PROVIDE EVIDENCE OF INSURANCE COVERING FIRE, THEFT, PHYSICAL DAMAGE AND COMPREHENSIVE COVERAGE SHOWING LOSS PAYABLE TO ATB FINANCIAL AT THE LOCATION NOTED ABOVE.

## NOTICE TO BUYER: BUYER ACKNOWLEDGES RECEIPT OF A DUPLICATE COPY OF THIS CONTRACT.

DATED THIS _____ DAY OF _____	
BUYER SIGNATURE X _____	NAME OF SELLER _____
BUYER SIGNATURE X _____	SELLER SIGNATURE X _____

## ASSIGNMENT

For value received, the Seller hereby assigns and transfers this Contract and all its rights and interest under this Contract and in the goods covered under it to Alberta Treasury Branches ("ATB Financial"). This assignment does not take effect until accepted by ATB Financial at its sole discretion.

The Seller warrants (promises) that:

- (1) The Goods are free of all legal claims and security interests except those of the Buyer as purchaser.
- (2) The cash payment specified in the Contract had been received by the Seller and no part of it has been loaned to the Buyer.
- (3) There has been a bona fide sale of the Goods to the Buyer.
- (4) The Contract contains a full and correct description of the Goods and the total balance due under the Contract.
- (5) The Buyer has received a true copy of the Contract.
- (6) The Seller will comply with any expressed or implied warranties and guarantees given to the Buyer in respect of the Goods.
- (7) The Seller has the legal right to assign and transfer this Contract to ATB Financial and has not granted a security interest to any party in this Contract.
- (8) Any and all services to be done by the Seller have been completed to the Buyer's satisfaction.
- (9) The Buyer has not taken possession of the Goods prior to the date of this Contract.
- (10) The Seller personally met with each Buyer and examined at least one original piece of identification which included a picture and was issued by a Federal or Provincial Government. The Seller has attached a photocopy of the identification examined. ☒ Yes ☐ No If no, please fill out Verification of Identity & Third Party Determination (Form 35660)
- (11) The Buyer has confirmed that no one else has a financial interest in the Time Balance (loan) and the proceeds of the Time Balance will not be used by or on behalf of any third party. ☒ Yes ☐ No If no, please fill out Verification of Identity & Third Party Determination (Form 35660)

If any of these promises are broken, the Seller will indemnify ATB Financial for any loss or damage that results, including legal costs as between a solicitor and his own client on a full indemnity basis. The Seller hereby agrees to the terms and conditions set forth upon THE REVERSE SIDE OF THIS CONTRACT.

AUTHORIZED  
SIGNATURE X \_\_\_\_\_

DATED \_\_\_\_\_

## CONDITIONS OF SALE

1. Title to and ownership of the Goods shall remain with the Seller until the Time Balance and any other amounts owing hereunder have been paid in full, at which time title and ownership shall pass to the Buyer.
2. The Buyer shall not part with possession or control of the Goods or sell or transfer any interest in the Goods without the Seller's express written consent. The Buyer shall inform the Seller of all permanent changes in location of the Goods from that shown herein and shall not permanently remove or cause or permit the Goods to be permanently removed from the Province of Alberta without the Seller's express written consent.
3. The Goods shall be at the Buyer's risk. The Buyer shall maintain the Goods in a fit and proper condition and shall at the Buyer's expense make all necessary repairs and replacements and shall permit the Seller to inspect the Goods at all times. If the Buyer fails to make any necessary repair or replacement the Seller, at its option, may effect the said repair or replacement at the Buyer's expense.
4. Interest begins to accrue on the date funds are advanced. If an event of default occurs, any unpaid interest will become part of the principal amount. Payments are first applied against the cost of borrowing, and then against the principal.
5. The Buyer shall keep the Goods insured for the full insurable value thereof for the term of this Contract against all risks specified by the Seller, including collision and comprehensive coverage, all such insurance to protect the Seller's interest, and all loss proceeds, or other monies payable hereunder are hereby assigned to the Seller. The Buyer shall immediately deliver to the Seller the policy insuring the Goods and any and all renewal or replacement policies therefor. If the Buyer fails to maintain insurance as herein provided, the Seller may, at its option, pay all such insurance which it deems necessary to preserve its interest therein, at the Buyer's expense.
6. The Buyer shall keep the Goods free and clear of all liens, encumbrances and security interests. If any lien, encumbrance or security interest is placed against the Goods, the Seller may satisfy the same, at its option, and at the Buyer's expense.
7. If the Buyer fails to pay any installment of the Time Balance on its due date or any amount charged to the Buyer hereunder on demand, or defaults on any obligation under this Contract or becomes insolvent or bankrupt or seeks relief under any applicable law for the relief of debtors or if the Goods or any part of them be lost, secreted, misused or destroyed, then, at the Seller's option:
  - (a) the amounts of the Time Balance then unpaid and all amounts charged by the Buyer hereunder shall, upon notice, become due and payable at the option of the Seller;
  - (b) Seller may take possession of the Goods and may sell the Goods in accordance with the applicable legislation at a sale at which the Seller may be a purchaser; or
  - (c) the Seller may commence an action against the Buyer for any monies due under this Contract.The Seller shall have the right to enforce one or more remedies under this Contract successively or concurrently and such action shall not stop or prevent the Seller from pursuing any further remedy which it may have hereunder or by law. In the event the Seller takes possession of the Goods the Seller shall be entitled to make repairs to the Goods and in the further event the Goods are sold the Seller shall be entitled to the proceeds of any such sale, less all expenses incurred by the Seller in repossessing, repairing, keeping and selling the Goods including, without limitation, lawyer fees as between solicitor and his own client on a full indemnity basis. The Buyer shall be liable to the Seller for any fees including, without limitation, lawyer fees as between solicitor and his own client on a full indemnity basis incurred by the Seller in preserving or enforcing any of its rights and remedies in this Contract.
8. The Buyer may, without penalty, repay the Time Balance in whole or in part at any time before the end of the Contract term.
9. The Buyer acknowledges receipt of a copy of this Contract, and waives any right the Buyer may have to receive a financing statement, financing change statement, or verification statement relating to it.
10. The Buyer acknowledges that this Contract is entered into with a view that it will be forthwith assigned to ATB Financial and by execution of this Contract the Buyer waives notice of assignment and delivery of a copy of and assignment of this Contract to or by ATB Financial and agrees to hold ATB Financial harmless of all equities and setoffs existing between the Buyer and the Seller unless such liability is extinguished by applicable legislation.
11. The Buyer acknowledges to have examined the Goods prior to delivery and to be satisfied therewith.
12. Where allowed by applicable legislation, no representation, collateral agreement, condition, warranty or guarantee expressed or implied, by legislation or otherwise, with respect to the Goods or to this Contract or affecting the rights and liabilities of the Buyer and Seller under this Contract other than those herein or attached hereto, have been made by the Seller, its officers, agents or assigns. Without restricting the generality of the foregoing, there are no warranties as to the condition of the Goods sold hereunder and every implied condition, warranty and guarantee under the Sale of Goods Act or other applicable legislation is excluded.
13. This contract shall benefit and bind the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties to this Contract.
14. All proceeds from the sale or disposition of the Goods realized by the Buyer or any agent on the Buyer's behalf shall be held in trust by the Buyer for the Seller.
15. The Buyer consents to ATB Financial at all times: maintaining a file of Buyer's personal information and obtaining from and exchanging with our affiliates, agents, third parties and any credit reporting agency, all Buyer's information, including credit information; obtaining motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area); using Buyer's personal information to: (a) assess Buyer's current and on-going creditworthiness; (b) confirm ownership or description of any collateral; (c) make decisions regarding the Buyer's application and renewal of that application; (d) service, monitor and maintain Buyer's account; (e) maintain the credit reporting system; (f) meet legal and regulatory requirements; (g) offer products and services to meet Buyer's needs and, (h) allow our affiliates and selected companies to promote products and services. The Buyer's personal information will be treated in accordance with the ATB Privacy Code. For a copy visit [www.atb.com](http://www.atb.com) or your local branch. Except for consent to disclose as per (e) above: (a) this consent shall remain in effect until all indebtedness, liabilities and other of the Buyer's obligations, if any, to ATB Financial are fully satisfied; and (b) the Buyer may refuse or withdraw consent by contacting ATB Financial at 1-800-332-8383. Refusal or withdrawal of consent may result in ATB Financial being unable to offer or continue to offer the product.
16. This agreement and any other document or instrument required or permitted hereby may be signed and transmitted by facsimile and executed in counterpart and, in such cases, shall be deemed to be validly executed and as effective as if signed and delivered as an original document.
17. At the end of the Term, ATB Financial as assignee, may, at its sole discretion, renew this Contract for a further term on the same terms and conditions contained herein with the exception of the interest rate which shall be set at then current market rate, and the Buyer hereby agrees to be bound by such renewal.
18. If any provision of this Contract is held to be invalid, unenforceable or illegal, such provision shall be deemed to be independent and severable from the remaining provisions of this Contract and the remaining provisions of this Contract shall not be affected and shall be valid and enforceable to the full extent permitted by law.

## ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the Seller hereby assigns and transfers to Alberta Treasury Branches (herein called "ATB Financial") the within Contract, all rights claims and monies payable thereunder, all right, title and interest in and to the Goods therein described and the benefits of insurance upon the same and warrants that the Contract is genuine and is not subject to rescission and that the Goods have been accepted by the Buyer, in default of which the agreement set out below in the paragraph entitled "With Recourse" shall apply.

The Seller's liability hereunder shall not be affected by any extension, indulgence, compromise, security, variation of the Contract or release of the Buyer or other interested person whether by operation of law or otherwise. This assignment is supplemented by the agreement set out below in the paragraph initialled by the Seller and these provisions shall apply to and bind the heirs, executors, administrators, successors and assigns of the Seller and shall ensure to the benefit of and be enforceable by ATB Financial; its successors and assigns.

Save as to the warranties set forth above, this assignment is without recourse to the Seller.

Should the Seller wish to assign the within Contract under terms other than without recourse the Seller shall initial the applicable paragraph below.

- [ ] **WITH RECOURSE:** The Seller unconditionally agrees to repurchase the within Contract forthwith upon demand, for the Unpaid Balance and all other amounts outstanding under the Contract at the date of demand whether or not the Contract shall then be in default.
- [ ] **REPURCHASE:** If within 90 days after any default which is not cured the Goods described in the within Contract are repossessed by ATB Financial and delivered to the Seller, the Seller shall forthwith pay to ATB Financial the Unpaid Balance and all other amounts then outstanding under the Contract regardless of the condition of the Goods and the Seller also agrees to repurchase the Goods for such amount after expiration of the said 90 day period provided ATB Financial institutes legal action to repossess the Goods within such period and the Goods are delivered to the Seller within 30 days after ATB Financial has obtained legally indisputable possession thereof.
- [ ] **LIMITED PURCHASE:** The above paragraph entitled "Repurchase" shall apply provided that the obligation of the Seller thereunder shall terminate upon payment by the Buyer to ATB Financial of the first monthly installments within 15 days of their respective due dates.
- [ ] **OPTIONAL PURCHASE:** If ATB Financial repossesses the Goods described in the within Contract the Seller shall have the option after demand by ATB Financial either to pay ATB Financial \$ \_\_\_\_\_ or to buy the Goods in its then condition and location from ATB Financial for the Unpaid Balance and all other amounts then outstanding under the Contract.

\_\_\_\_\_  
Buyer Initials

\_\_\_\_\_  
Co-buyer Initials

\_\_\_\_\_  
Seller Initials