

Certificate of Seller

To: _____ (Buyer)

Reference: _____ (Agreement)

In consideration of the closing of the above transaction, the Seller hereby certifies that:

1. It is not and will not be a non-resident alien of the United States of America within the meaning of the *Internal Revenue Code of 1986*, as amended.
2. It is the absolute owner of the Business and all chattels, fixtures and other equipment and assets set out in the Purchase Agreement ("Purchase Agreement") between the Seller and the Buyer.
3. All the chattels, fixtures, equipment and assets set out in the Purchase Agreement are free and clear of all liens, mortgages or other encumbrances and are in good working order, other than those expressly listed in the Purchase Agreement.
4. The Business is free and clear of all debts, liens and other encumbrances, other than those expressly listed in the Purchase Agreement.
5. The premises of the Business comply with all municipal, provincial and federal regulations as to fire, health, building, zoning and labour regulations relating to the use of the premises, other than those expressly listed in the Purchase Agreement.
6. To the best of the Seller's knowledge, there are no outstanding work orders against the premises of the Business with any relevant Building, Fire, Health and Labor Departments and the Business has not been served with any such notices or work orders as of the date hereof, other than those expressly listed in the Purchase Agreement.
7. There are no liabilities outstanding against the Business for payment of salaries, employee's deductions or workers' compensation, other than those expressly listed in the Purchase Agreement.
8. All utilities have been paid by the Business to the date of closing, other than those expressly listed in the Purchase Agreement.

Seller's Authorized Representative

Date

Witness

Certificate of Sale - Review List

This review list is provided to inform you about the document in question and assist you in its preparation. A Certificate of Sale is a document often requested by a Buyer at a closing of a business. It is a straightforward document that references back to the primary purchase agreement. Be sure that you have the facts correct when signing it. Have your attorney look this over as part of your overall purchase agreement.

1. Make multiple copies to accompany the paperwork for the overall sale. The copies should be kept with those records that should wind up in the Corporate minute book and other relevant places after you have completed the sale or purchase, depending on which side of the transaction you are on.