



Part 2

LAWS AND REGULATIONS

8 June 2022 / Volume 154

Summary

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Acts 2022
Regulations and other Acts
Draft Regulations

Legal deposit – 1st Quarter 1968
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Part 2 – LAWS AND REGULATIONS

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Part 2 shall contain:

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- (2) proclamations and Orders in Council for the coming into force of Acts;
- (3) regulations and other statutory instruments whose publication in the *Gazette officielle du Québec* is required by law or by the Government;
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PROVINCE OF QUÉBEC

2ND SESSION

42ND LEGISLATURE

QUÉBEC, 11 MAY 2022

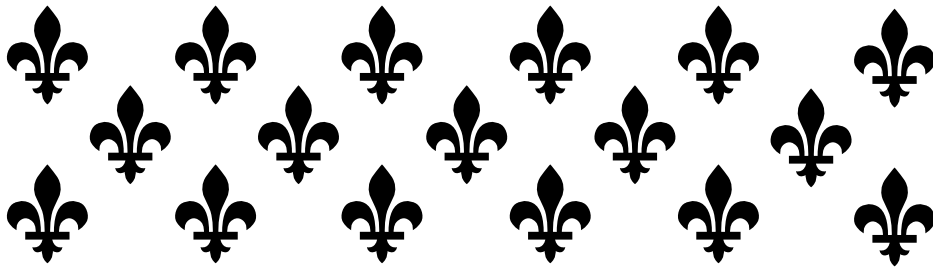
OFFICE OF THE LIEUTENANT-GOVERNOR*Québec, 11 May 2022*

This day, at twenty-five past four o'clock in the afternoon,
His Excellency the Lieutenant-Governor was pleased to
assent to the following bill:

36 Appropriation Act No. 2, 2022–2023

To this bill the Royal assent was affixed by His Excellency
the Lieutenant-Governor.

Québec Official Publisher



NATIONAL ASSEMBLY OF QUÉBEC

SECOND SESSION

FORTY-SECOND LEGISLATURE

Bill 36
(2022, chapter 12)

Appropriation Act No. 2, 2022–2023

Introduced 11 May 2022
Passed in principle 11 May 2022
Passed 11 May 2022
Assented to 11 May 2022

**Québec Official Publisher
2022**

EXPLANATORY NOTES

This Act authorizes the Government to pay out of the general fund of the Consolidated Revenue Fund, for the 2022–2023 fiscal year, a sum not exceeding \$67,978,084,161.00, including \$263,200,000.00 for the payment of expenditures chargeable to the 2023–2024 fiscal year, representing the appropriations to be voted for each of the portfolio programs, less the appropriations already authorized.

Moreover, the Act indicates which programs are covered by a net voted appropriation. It also determines to what extent the Conseil du trésor may authorize the transfer of appropriations between programs or portfolios.

Lastly, the Act approves the balance of the expenditure and investment forecasts for the special funds for the 2022–2023 fiscal year, and the excess special fund expenditures and investments for the 2020–2021 fiscal year.

Bill 36

APPROPRIATION ACT NO. 2, 2022–2023

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

1. The Government may draw out of the general fund of the Consolidated Revenue Fund a sum not exceeding \$67,978,084,161.00 to defray part of the Expenditure Budget of Québec tabled in the National Assembly for the 2022–2023 fiscal year, for which provision has not otherwise been made, including an amount of \$263,200,000.00 for the payment of expenditures chargeable to the 2023–2024 fiscal year, being the amount of the appropriations to be voted for each of the programs listed in Schedules 1 and 2, less the amounts totalling \$25,619,557,539.00 of the appropriations voted pursuant to Appropriation Act No. 1, 2022–2023 (2022, chapter 5).

2. In the case of programs for which a net voted appropriation appears in the Expenditure Budget, the amount of the appropriation for the programs concerned may be increased, subject to the stipulated conditions, when the revenues associated with the net voted appropriation exceed revenue forecasts.

3. The Conseil du trésor may authorize the transfer between programs or portfolios of the portion of an appropriation for which provision has been made to that end, for the purposes of and, where applicable, according to the conditions described in the Expenditure Budget.

Furthermore, it may, in cases other than the transfer of a portion of an appropriation referred to in the first paragraph, authorize the transfer of a portion of an appropriation between programs in the same portfolio, insofar as such a transfer does not increase or decrease the amount of the appropriation authorized by law by more than 10.0%, excluding, where applicable, the portion of the appropriation for which provision has been made.

4. The balance of the expenditure and investment forecasts for the special funds listed in Schedule 3 is approved for the 2022–2023 fiscal year.

5. The excess special fund expenditures and investments for the 2020–2021 fiscal year listed in Schedule 4 are approved.

6. This Act comes into force on 11 May 2022.

SCHEDULE 1

GENERAL FUND

AFFAIRES MUNICIPALES ET HABITATION

PROGRAM 1

Support for Departmental Activities	55,691,100.00
--	---------------

PROGRAM 2

Municipal Infrastructure Modernization	363,855,000.00
---	----------------

PROGRAM 3

Compensation in Lieu of Taxes and Support to Municipalities	223,192,225.00
--	----------------

PROGRAM 4

Development of the Regions and Territories	2,766,825.00
---	--------------

PROGRAM 5

Promotion and Development of Greater Montréal	113,308,350.00
--	----------------

PROGRAM 6

Commission municipale du Québec	9,290,700.00
------------------------------------	--------------

PROGRAM 7

Housing	630,453,000.00
	<hr/>
	1,398,557,200.00

AGRICULTURE, PÊCHERIES ET ALIMENTATION

PROGRAM 1

Bio-food Business Development and Food Quality	355,628,250.00
---	----------------

PROGRAM 2

Government Bodies	311,147,725.00
	<hr/>
	666,775,975.00

CONSEIL DU TRÉSOR ET ADMINISTRATION GOUVERNEMENTALE

PROGRAM 1

Support for the Conseil du trésor	70,157,100.00
-----------------------------------	---------------

PROGRAM 2

Support for Government Operations	212,634,150.00
-----------------------------------	----------------

PROGRAM 3

Commission de la fonction publique	4,208,550.00
------------------------------------	--------------

PROGRAM 4

Retirement and Insurance Plans	2,435,850.00
--------------------------------	--------------

PROGRAM 5

Contingency Fund	8,606,625,000.00
	<hr/>
	8,896,060,650.00

CONSEIL EXÉCUTIF

PROGRAM 1

Lieutenant-Governor's Office	568,800.00
------------------------------	------------

PROGRAM 2

Support Services for the Premier and the Conseil exécutif	89,495,325.00
--	---------------

PROGRAM 3

Canadian Relations	10,564,575.00
--------------------	---------------

PROGRAM 4

Indigenous Affairs	231,201,400.00
--------------------	----------------

PROGRAM 5

Youth	42,890,850.00
-------	---------------

PROGRAM 6

Reform of Democratic Institutions, Access to Information and Laicity	7,775,550.00
---	--------------

PROGRAM 7

Relations with English-speaking Quebecers	1,905,700.00
--	--------------

PROGRAM 8

High-speed Internet and Special Connectivity Projects	246,818,025.00
	<hr/>
	631,220,225.00

CULTURE ET COMMUNICATIONS

PROGRAM 1

Management, Administration and Mission Support	53,042,400.00
---	---------------

PROGRAM 2

Support and Development of Culture, Communications and Heritage	666,446,845.00
	<hr/>
	719,489,245.00

CYBERSÉCURITÉ ET NUMÉRIQUE

PROGRAM 1

Management and Administration	49,551,150.00
-------------------------------	---------------

PROGRAM 2

Management of Specific Information Resources	13,682,250.00
---	---------------

63,233,400.00

ÉCONOMIE ET INNOVATION

PROGRAM 1

Management and Administration	27,441,150.00
-------------------------------	---------------

PROGRAM 2

Economic Development	275,524,050.00
----------------------	----------------

PROGRAM 3

Development of Science, Research and Innovation	186,447,825.00
--	----------------

PROGRAM 4

Economic Development Fund Interventions	434,587,050.00
--	----------------

PROGRAM 5

Research and Innovation Bodies	503,625.00
	<hr/>
	924,503,700.00

ÉDUCATION

PROGRAM 1

Administration	165,846,375.00
----------------	----------------

PROGRAM 2

Support for Organizations	65,348,850.00
---------------------------	---------------

PROGRAM 3

School Taxes – Fiscal Balancing Subsidy	1,146,419,325.00
--	------------------

PROGRAM 4

Preschool, Primary and Secondary Education	9,765,958,800.00
---	------------------

PROGRAM 5

Development of Recreation and Sports	124,378,425.00
---	----------------

PROGRAM 7

Status of Women	16,878,600.00
-----------------	---------------

	11,284,830,375.00
--	-------------------

ÉNERGIE ET RESSOURCES NATURELLES

PROGRAM 1

Management of Natural Resources	71,739,325.00
	<hr/> 71,739,325.00

ENSEIGNEMENT SUPÉRIEUR

PROGRAM 1

Administration	72,119,550.00
----------------	---------------

PROGRAM 2

Support for Bodies	33,831,075.00
--------------------	---------------

PROGRAM 3

Financial Assistance for Education and Incentive Scholarships	937,487,475.00
--	----------------

PROGRAM 4

Higher Education	5,105,141,600.00
	<hr/>
	6,148,579,700.00

**ENVIRONNEMENT ET LUTTE CONTRE LES CHANGEMENTS
CLIMATIQUES****PROGRAM 1**

Environmental Protection	315,975,300.00
--------------------------	----------------

PROGRAM 2

Bureau d'audiences publiques sur l'environnement	6,238,725.00
	<hr/>
	322,214,025.00

FAMILLE

PROGRAM 1

Planning, Research and Administration	56,862,750.00
---------------------------------------	---------------

PROGRAM 2

Assistance Measures for Families	60,560,025.00
----------------------------------	---------------

PROGRAM 3

Childcare Services	2,117,591,189.00
--------------------	------------------

PROGRAM 4

Public Curator	51,649,875.00
----------------	---------------

	2,286,663,839.00
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FINANCES

PROGRAM 1

Management and Administration	28,388,850.00
-------------------------------	---------------

PROGRAM 2

Economic, Taxation, Budgetary and Financial Activities	39,180,225.00
---	---------------

PROGRAM 3

Contributions, Bank Service Fees and Provisions for Transferring Appropriations	46,177,875.00
	<hr/>
	113,746,950.00

FORÊTS, FAUNE ET PARCS

PROGRAM 1

Management and Administration	9,000,150.00
-------------------------------	--------------

PROGRAM 2

Management of Forest Resources	218,092,025.00
--------------------------------	----------------

PROGRAM 3

Management of Wildlife Resources and Parks	112,758,500.00
	<hr/>
	339,850,675.00

IMMIGRATION, FRANCISATION ET INTÉGRATION

PROGRAM 1

Management and Support for Departmental Activities	51,317,850.00
---	---------------

PROGRAM 2

Immigration, Francization and Integration	434,692,425.00
	<hr/>
	486,010,275.00

JUSTICE

PROGRAM 1

Administration of Justice	320,859,375.00
---------------------------	----------------

PROGRAM 2

Judicial Activity	28,466,800.00
-------------------	---------------

PROGRAM 3

Administrative Justice	11,722,000.00
------------------------	---------------

PROGRAM 5

Other Bodies Reporting to the Minister	138,560,500.00
---	----------------

PROGRAM 6

Criminal and Penal Prosecutions	139,647,825.00
---------------------------------	----------------

PROGRAM 7

French Language	43,583,100.00
	<hr/>
	682,839,600.00

PERSONS APPOINTED BY THE NATIONAL ASSEMBLY

PROGRAM 1

The Public Protector	15,927,900.00
----------------------	---------------

PROGRAM 2

The Auditor General	31,061,175.00
---------------------	---------------

PROGRAM 4

The Lobbyists Commissioner	4,122,975.00
	<hr/>
	51,112,050.00

RELATIONS INTERNATIONALES ET FRANCOPHONIE

PROGRAM 1

Management and Administration	17,444,775.00
-------------------------------	---------------

PROGRAM 2

International Affairs	75,370,525.00
	<hr/>
	92,815,300.00

SANTÉ ET SERVICES SOCIAUX

PROGRAM 1

Coordination Functions	163,541,475.00
------------------------	----------------

PROGRAM 2

Services to the Public	26,347,959,975.00
------------------------	-------------------

PROGRAM 3

Office des personnes handicapées du Québec	14,688,450.00
---	---------------

PROGRAM 5

Status of Seniors	36,150,225.00
	<hr/>
	26,562,340,125.00

SÉCURITÉ PUBLIQUE

PROGRAM 1

Management and Administration	75,145,725.00
-------------------------------	---------------

PROGRAM 2

Services of the Sûreté du Québec	428,314,550.00
----------------------------------	----------------

PROGRAM 3

Management of the Correctional System	423,631,100.00
---------------------------------------	----------------

PROGRAM 4

Security and Prevention	148,573,800.00
-------------------------	----------------

PROGRAM 5

Scientific and Forensic Expertise	21,331,425.00
-----------------------------------	---------------

PROGRAM 6

Management and Oversight	41,581,650.00
--------------------------	---------------

PROGRAM 7

Promotion and Development of the Capitale-Nationale	39,073,575.00
--	---------------

	1,177,651,825.00
--	------------------

TOURISME

PROGRAM 1

Management, Administration and Program Management	11,238,150.00
--	---------------

PROGRAM 2

Tourism Development	78,061,900.00
---------------------	---------------

PROGRAM 3

Bodies Reporting to the Minister	74,944,300.00
	<hr/>
	164,244,350.00

TRANSPORTS

PROGRAM 1

Infrastructures and Transportation Systems	1,513,842,375.00
---	------------------

PROGRAM 2

Administration and Corporate Services	47,860,800.00
	<hr/>
	1,561,703,175.00

TRAVAIL, EMPLOI ET SOLIDARITÉ SOCIALE

PROGRAM 1

Governance, Administration and Client Services	411,714,102.00
---	----------------

PROGRAM 2

Financial Assistance Measures	2,147,949,625.00
-------------------------------	------------------

PROGRAM 3

Employment Assistance Measures	772,238,450.00
	<u>3,331,902,177.00</u>

67,978,084,161.00

SCHEDULE 2

GENERAL FUND

APPROPRIATIONS TO BE VOTED FOR EXPENDITURES
CHARGEABLE TO THE 2023–2024 FISCAL YEAR

FAMILLE

PROGRAM 3

Childcare Services	263,200,000.00	
	<u>263,200,000.00</u>	
		<u>263,200,000.00</u>

SCHEDULE 3

SPECIAL FUNDS

AFFAIRES MUNICIPALES ET HABITATION

REGIONS AND RURALITY
FUND

Expenditure Forecast	<u>220,454,925.00</u>
----------------------	-----------------------

SUBTOTAL

Expenditure Forecast	220,454,925.00
----------------------	----------------

CULTURE ET COMMUNICATIONS

AVENIR MÉCÉNAT CULTURE FUND

Expenditure Forecast	3,754,500.00
----------------------	--------------

QUÉBEC CULTURAL HERITAGE
FUND

Expenditure Forecast	<u>35,523,075.00</u>
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SUBTOTAL

Expenditure Forecast	39,277,575.00
----------------------	---------------

CYBERSÉCURITÉ ET NUMÉRIQUE

CYBERSECURITY AND
DIGITAL TECHNOLOGY FUND

Expenditure Forecast	408,430,725.00
Investment Forecast	80,352,675.00
	<hr/>

SUBTOTALS

Expenditure Forecast	408,430,725.00
Investment Forecast	80,352,675.00

ÉCONOMIE ET INNOVATION

NATURAL RESOURCES
AND ENERGY CAPITAL FUND

Expenditure Forecast	165,000.00
Investment Forecast	122,587,500.00

ECONOMIC DEVELOPMENT FUND

Expenditure Forecast	575,740,500.00
Investment Forecast	1,371,156,525.00

QUÉBEC ENTERPRISE GROWTH
FUND

Expenditure Forecast	75,000.00
Investment Forecast	150,000,000.00

SUBTOTALS

Expenditure Forecast	575,980,500.00
Investment Forecast	1,643,744,025.00

ÉDUCATION

SPORTS AND PHYSICAL
ACTIVITY DEVELOPMENT FUND

Expenditure Forecast	85,595,250.00
Investment Forecast	95,646,150.00
	<hr/>

SUBTOTALS

Expenditure Forecast	85,595,250.00
Investment Forecast	95,646,150.00

ÉNERGIE ET RESSOURCES NATURELLES

NATURAL RESOURCES FUND

Expenditure Forecast	45,763,750.00
Investment Forecast	678,100.00

ENERGY TRANSITION, INNOVATION
AND EFFICIENCY FUND

Expenditure Forecast	118,091,900.00
Investment Forecast	66,225.00

TERRITORIAL INFORMATION
FUND

Expenditure Forecast	122,492,025.00
Investment Forecast	42,471,975.00

SUBTOTALS

Expenditure Forecast	286,347,675.00
Investment Forecast	43,216,300.00

ENSEIGNEMENT SUPÉRIEUR

UNIVERSITY EXCELLENCE AND
PERFORMANCE FUND

Expenditure Forecast	<u>18,750,000.00</u>
----------------------	----------------------

SUBTOTAL

Expenditure Forecast	18,750,000.00
----------------------	---------------

ENVIRONNEMENT ET LUTTE CONTRE LES CHANGEMENTS
CLIMATIQUES

ELECTRIFICATION AND CLIMATE
CHANGE FUND

Expenditure Forecast	986,279,325.00
Investment Forecast	2,411,025.00

FUND FOR THE PROTECTION
OF THE ENVIRONMENT
AND THE WATERS IN
THE DOMAIN OF THE STATE

Expenditure Forecast	179,461,350.00
Investment Forecast	187,500.00

SUBTOTALS

Expenditure Forecast	1,165,740,675.00
Investment Forecast	2,598,525.00

FAMILLE

EDUCATIONAL CHILDCARE
SERVICES FUND

Expenditure Forecast	<u>2,130,136,689.00</u>
----------------------	-------------------------

SUBTOTAL

Expenditure Forecast	2,130,136,689.00
----------------------	------------------

FINANCES

FINANCING FUND

Expenditure Forecast	2,121,600.00
----------------------	--------------

SPECIAL CONTRACTS
AND FINANCIAL ASSISTANCE
FOR INVESTMENT FUND

Expenditure Forecast	174,000,000.00
----------------------	----------------

FUND TO COMBAT ADDICTION

Expenditure Forecast	145,164,675.00
----------------------	----------------

NORTHERN PLAN FUND

Expenditure Forecast	118,795,050.00
----------------------	----------------

FUND OF THE FINANCIAL
MARKETS ADMINISTRATIVE
TRIBUNAL

Expenditure Forecast	4,098,075.00
Investment Forecast	7,975,200.00

TAX ADMINISTRATION FUND

Expenditure Forecast	<u>841,952,175.00</u>
----------------------	-----------------------

SUBTOTALS

Expenditure Forecast	1,286,131,575.00
Investment Forecast	7,975,200.00

FORÊTS, FAUNE ET PARCS

NATURAL RESOURCES FUND

Expenditure Forecast	422,734,750.00
Investment Forecast	17,113,575.00
	<hr/>

SUBTOTALS

Expenditure Forecast	422,734,750.00
Investment Forecast	17,113,575.00

JUSTICE

ACCESS TO JUSTICE FUND

Expenditure Forecast	20,192,100.00
----------------------	---------------

FUND DEDICATED TO ASSISTANCE
FOR PERSONS WHO ARE VICTIMS
OF CRIMINAL OFFENCES

Expenditure Forecast	35,295,600.00
----------------------	---------------

REGISTER FUND OF
THE MINISTÈRE DE LA JUSTICE

Expenditure Forecast	36,320,025.00
Investment Forecast	2,592,750.00

FUND OF THE ADMINISTRATIVE
TRIBUNAL OF QUÉBEC

Expenditure Forecast	42,228,525.00
Investment Forecast	796,800.00

PUBLIC CONTRACTS FUND

Expenditure Forecast	4,725.00
----------------------	----------

SUBTOTALS

Expenditure Forecast	134,040,975.00
Investment Forecast	3,389,550.00

SANTÉ ET SERVICES SOCIAUX

CANNABIS PREVENTION
AND RESEARCH FUND

Expenditure Forecast	106,500,000.00
----------------------	----------------

HEALTH AND SOCIAL SERVICES
INFORMATION RESOURCES
FUND

Expenditure Forecast	295,195,800.00
Investment Forecast	54,943,200.00

SUBTOTALS

Expenditure Forecast	401,695,800.00
Investment Forecast	54,943,200.00

SÉCURITÉ PUBLIQUE

POLICE SERVICES FUND

Expenditure Forecast	548,764,725.00
Investment Forecast	14,100,000.00
	<hr/>

SUBTOTALS

Expenditure Forecast	548,764,725.00
Investment Forecast	14,100,000.00

TOURISME

TOURISM PARTNERSHIP FUND

Expenditure Forecast	278,585,775.00
Investment Forecast	876,750.00
	<hr/>

SUBTOTALS

Expenditure Forecast	278,585,775.00
Investment Forecast	876,750.00

TRANSPORTS

AIR SERVICE FUND

Expenditure Forecast	64,393,875.00
Investment Forecast	19,372,050.00

ROLLING STOCK MANAGEMENT
FUND

Expenditure Forecast	102,523,500.00
Investment Forecast	57,619,725.00

HIGHWAY SAFETY FUND

Expenditure Forecast	49,611,000.00
Investment Forecast	3,656,625.00

LAND TRANSPORTATION
NETWORK FUND

Expenditure Forecast	4,743,406,350.00
Investment Forecast	2,344,904,175.00

SUBTOTALS

Expenditure Forecast	4,959,934,725.00
Investment Forecast	2,425,552,575.00

TRAVAIL, EMPLOI ET SOLIDARITÉ SOCIALE

ASSISTANCE FUND FOR INDEPENDENT COMMUNITY ACTION

Expenditure Forecast	20,968,213.00
----------------------	---------------

LABOUR MARKET DEVELOPMENT FUND

Expenditure Forecast	1,126,792,875.00
----------------------	------------------

GOODS AND SERVICES FUND

Expenditure Forecast	92,775,675.00
Investment Forecast	1,770,825.00

INFORMATION TECHNOLOGY FUND OF THE MINISTÈRE DE L'EMPLOI ET DE LA SOLIDARITÉ SOCIALE

Expenditure Forecast	14,943,300.00
Investment Forecast	15,308,475.00

ADMINISTRATIVE LABOUR TRIBUNAL FUND

Expenditure Forecast	66,379,050.00
Investment Forecast	3,326,250.00

FONDS QUÉBÉCOIS D'INITIATIVES SOCIALES

Expenditure Forecast	9,104,281.00
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SUBTOTALS

Expenditure Forecast	1,330,963,394.00
Investment Forecast	20,405,550.00

TOTALS

Expenditure Forecast	14,293,565,733.00
Investment Forecast	4,409,914,075.00

SCHEDULE 4

EXCESS SPECIAL FUND EXPENDITURES AND INVESTMENTS FOR
THE 2020–2021 FISCAL YEAR

CONSEIL DU TRÉSOR ET ADMINISTRATION GOUVERNEMENTALE

GOVERNMENT INFRASTRUCTURE
AND DIGITAL SERVICES FUND

Investment excess	31,556,000.00
<hr/>	
SUBTOTAL	
Investment excess	31,556,000.00

ÉCONOMIE ET INNOVATION

NATURAL RESOURCES
AND ENERGY CAPITAL FUND

Expenditure excess	32,569,100.00
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ECONOMIC DEVELOPMENT
FUND

Investment excess	488,980,100.00
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SUBTOTALS

Expenditure excess	32,569,100.00
Investment excess	488,980,100.00

ÉNERGIE ET RESSOURCES NATURELLES

ENERGY TRANSITION, INNOVATION
AND EFFICIENCY FUND

Expenditure excess	142,798,400.00
Investment excess	34,281,000.00

TERRITORIAL INFORMATION
FUND

Investment excess	<u>32,754,500.00</u>
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SUBTOTALS

Expenditure excess	142,798,400.00
Investment excess	67,035,500.00

ENVIRONNEMENT ET LUTTE CONTRE LES CHANGEMENTS
CLIMATIQUES

FUND FOR THE PROTECTION
OF THE ENVIRONMENT
AND THE WATERS IN
THE DOMAIN OF THE STATE

Expenditure excess	45,078,500.00
Investment excess	1,514,500.00
	<hr/>

SUBTOTALS

Expenditure excess	45,078,500.00
Investment excess	1,514,500.00

FAMILLE

EDUCATIONAL CHILDCARE
SERVICES FUND

Expenditure excess	<u>73,453,100.00</u>
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SUBTOTAL

Expenditure excess	73,453,100.00
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FINANCES

TAX ADMINISTRATION FUND

Expenditure excess	<u>200,108,700.00</u>
SUBTOTAL	
Expenditure excess	200,108,700.00

FORÊTS, FAUNE ET PARCS

NATURAL RESOURCES FUND

Expenditure excess	<u>80,257,700.00</u>
SUBTOTAL	
Expenditure excess	80,257,700.00

JUSTICE

FUND DEDICATED TO ASSISTANCE
FOR PERSONS WHO ARE VICTIMS
OF CRIMINAL OFFENCES

Expenditure excess	18,229,300.00
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SUBTOTAL

Expenditure excess	18,229,300.00
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TOURISME

TOURISM PARTNERSHIP FUND

Expenditure excess	<u>79,898,800.00</u>
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SUBTOTAL

Expenditure excess	79,898,800.00
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TRANSPORTS

AIR SERVICE FUND

Expenditure excess	10,929,300.00
Investment excess	10,981,900.00

LAND TRANSPORTATION
NETWORK FUND

Investment excess	<u>116,290,600.00</u>
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SUBTOTALS

Expenditure excess	10,929,300.00
Investment excess	127,272,500.00

TRAVAIL, EMPLOI ET SOLIDARITÉ SOCIALE

LABOUR MARKET
DEVELOPMENT FUND

Expenditure excess	35,986,700.00
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GOODS AND SERVICES FUND

Investment excess	<u>358,200.00</u>
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SUBTOTALS

Expenditure excess	35,986,700.00
Investment excess	358,200.00

TOTALS

Expenditure excess	719,309,600.00
Investment excess	<u>716,716,800.00</u>

Regulations and other Acts

Gouvernement du Québec

O.C. 938-2022, 1 June 2022

Real Estate Brokerage Act
(chapter C-73.2)

An Act to give effect to fiscal measures announced in the Budget Speech delivered on 25 March 2021 and to certain other measures (2021, chapter 36)

Brokerage requirements, professional conduct of brokers and advertising —Amendment

Regulation to amend the Regulation respecting brokerage requirements, professional conduct of brokers and advertising

WHEREAS, under the first paragraph of section 29.1 of the Real Estate Brokerage Act (chapter C-73.2), made by section 32 of an Act to give effect to fiscal measures announced in the Budget Speech delivered on 25 March 2021 and to certain other measures (2021, chapter 36), except in the cases prescribed in the regulations of the Organisme d'autoréglementation du courtage immobilier du Québec, a licence holder must terminate a contract for the purchase or lease of an immovable if the licence holder becomes aware that the client who is party to the contract intends to formulate a proposal with a view to purchasing, leasing or exchanging an immovable that is the subject of another contract entered into by the licence holder for the purposes of its sale, lease or exchange;

WHEREAS, under section 199 of that Act, section 29.1 of the Real Estate Brokerage Act comes into force on 10 June 2022;

WHEREAS, under section 130 of that Act, all regulations of the Organisme d'autoréglementation du courtage immobilier du Québec, except internal by-laws, must be submitted to the Government for approval with or without amendments;

WHEREAS the Organisme d'autoréglementation du courtage immobilier du Québec adopted the Regulation to amend the Regulation respecting brokerage requirements, professional conduct of brokers and advertising on 24 February 2022;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation to amend the Regulation respecting brokerage requirements, professional conduct of brokers and advertising was published in Part 2 of the Gazette officielle du Québec of 6 April 2022 with a notice that it could be approved by the Government on the expiry of 45 days following that publication;

WHEREAS, under the first paragraph of section 18 of the Regulations Act (chapter R-18.1), a regulation may come into force on the date of its publication in the *Gazette officielle du Québec* or between that date and the date applicable under section 17 of that Act in particular where the authority that has made it is of the opinion that the urgency of the situation requires it;

WHEREAS, under the second paragraph of section 18 of that Act, the reason justifying such coming into force must be published with the regulation;

WHEREAS the Government is of the opinion that the urgency owing to the following circumstances justifies that the Regulation to amend the Regulation respecting brokerage requirements, professional conduct of brokers and advertising, attached to this Order in Council, come into force on 10 June 2022:

—the exemptions proposed by the Regulation must come into force on the date of coming into force of section 29.1 of the Real Estate Brokerage Act (chapter C-73.2) to prevent a prejudice to a client owing to the fact that the client's broker would no longer be able to act for the client;

WHEREAS it is expedient to approve the Regulation without amendment;

IT IS ORDERED, therefore, on the recommendation of the Minister of Finance:

THAT the Regulation to amend the Regulation respecting brokerage requirements, professional conduct of brokers and advertising, attached to this Order in Council, be approved.

YVES OUELLET
Clerk of the Conseil exécutif

Regulation to amend the Regulation respecting brokerage requirements, professional conduct of brokers and advertising

Real Estate Brokerage Act
(chapter C-73.2, s.29.1, 1st par.)

An Act to give effect to fiscal measures announced in the Budget Speech delivered on 25 March 2021 and to certain other measures (2021, chapter 36)

1. The Regulation respecting brokerage requirements, professional conduct of brokers and advertising (chapter C-73.2, r.1) is amended by inserting the following after section 16:

“**16.1.** A licence holder is not required to send or deliver, in accordance with the second paragraph of section 29.1 of the Real Estate Brokerage Act (chapter C-73.2), a notice of the termination of a contract for the purchase or lease of an immovable in the following cases:

(1) there is no other licence holder whose establishment is situated within a 50-kilometre radius of the immovable for which the client of the licence holder intends to formulate a proposal with a view to purchasing, leasing or exchanging that immovable who may act as the client’s intermediary;

(2) the licence holder is an agency and the broker’s licence holder through whom the agency is acting under the contract relating to the sale, lease or exchange of the immovable is not the broker’s licence holder through whom that agency represents the client who intends to formulate a proposal with a view to purchasing, leasing or exchanging that immovable.”

2. Section 17 is amended by adding the following paragraph at the end:

“Where the licence holder is concerned by one of the cases provided for in section 16.1, the licence holder must without delay inform the client in writing and obtain, before the client formulates a proposal with a view to purchasing, leasing or exchanging the immovable, the client’s written consent to continue to represent the client. Failing that, the licence holder must terminate the contract.”

3. This Regulation comes into force on 10 June 2022.

105762

M.O., 2022-08

Order C-73.2-2022-08 of the Minister of Finance dated 30 May 2022

Real Estate Brokerage Act
(chapter C-73.2)

Determination of a brokerage contract to be evidenced on a mandatory form

CONSIDERING that section 129 of the Real Estate Brokerage Act (chapter C-73.2) provides that the Minister of Finance determines the brokerage contracts and other acts relating to brokerage transactions that must be evidenced on a mandatory form;

CONSIDERING that the first paragraph of section 129.1 of the Real Estate Brokerage Act provides that the Organisme d’autoréglementation du courtage immobilier du Québec prepares the mandatory forms for the contracts and other acts determined by the Minister of Finance under section 129 of the Act;

CONSIDERING that it is expedient to determine that the Non-exclusive brokerage contract – Sale – Chiefly residential immovable containing less than 5 dwellings excluding co-ownership be evidenced on a mandatory form prepared by the Organisme d’autoréglementation du courtage immobilier du Québec;

THEREFORE, the Minister of Finance determines that the Non-exclusive brokerage contract – Sale – Chiefly residential immovable containing less than 5 dwellings excluding co-ownership be evidenced on a mandatory form prepared by the Organisme d’autoréglementation du courtage immobilier du Québec.

Québec, 30 May 2022

ERIC GIRARD
Minister of Finance

105764

M.O., 2022-09**Order C-73.2-2022-09 of the Minister of Finance
dated 30 May 2022**

Real Estate Brokerage Act
(chapter C-73.2)

The following forms:

— Exclusive brokerage contract – Sale – Chiefly residential immovable containing less than 5 dwellings excluding co-ownership;

— Non-exclusive brokerage contract – Sale – Chiefly residential immovable containing less than 5 dwellings excluding co-ownership;

— Declarations by the seller of the immovable – Chiefly residential immovable containing less than five dwellings excluding divided co-ownership;

— Exclusive brokerage contract – Purchase – Chiefly residential immovable containing less than 5 dwellings excluding co-ownership;

— Promise to purchase – Chiefly residential immovable containing less than five dwellings excluding co-ownership.

CONSIDERING that section 129 of the Real Estate Brokerage Act (chapter C-73.2) provides that the Minister of Finance determines the brokerage contracts and other acts relating to brokerage transactions that must be evidenced on a mandatory form;

CONSIDERING that section 7.1 of the Regulation respecting certain transitional measures for the carrying out of the Act mainly to improve the regulation of the financial sector, the protection of deposits of money and the operation of financial institutions (2018C23, r. 1) provides that brokerage contracts and other deeds related to a brokerage transaction evidenced on a form published by the Organisme d'autoréglementation du courtage immobilier du Québec and whose use is mandatory under the first paragraph of section 11 of the Regulation respecting contracts and forms (chapter C-73.2, r. 2.1) are deemed to be determined by the Minister of Finance under section 129 of the Real Estate Brokerage Act (chapter C-73.2) and the forms that evidence them are deemed to be approved by the Minister under the second paragraph of section 129.1 of that Act;

CONSIDERING that the following forms constitute forms referred to in section 7.1 of the Regulation respecting certain transitional measures for the carrying out of the Act mainly to improve the regulation of the financial sector, the protection of deposits of money and the operation of financial institutions:

— Exclusive brokerage contract – Sale – Chiefly residential immovable containing less than 5 dwellings excluding co-ownership;

— Declarations by the seller of the immovable – Chiefly residential immovable containing less than five dwellings excluding divided co-ownership;

— Exclusive brokerage contract – Purchase – Chiefly residential immovable containing less than 5 dwellings;

— Promise to purchase – Chiefly residential immovable containing less than five dwellings;

CONSIDERING that it is expedient to replace the four forms listed above;

CONSIDERING that the Minister of Finance has determined, pursuant to Ministerial Order C-73.2-2022-08, that the form entitled Non-exclusive brokerage contract – Sale – Chiefly residential immovable containing less than 5 dwellings excluding co-ownership must be evidenced on a mandatory form;

CONSIDERING that the first paragraph of section 129.1 of the Real Estate Brokerage Act provides that the Organisme d'autoréglementation du courtage immobilier du Québec prepares the mandatory forms for the contracts and other acts determined by the Minister of Finance under section 129 of the Act;

CONSIDERING that the second paragraph of section 129.1 of the Act provides that the forms so prepared are submitted to the Minister of Finance for approval;

CONSIDERING that the Organisme d'autoréglementation du courtage immobilier du Québec has prepared the following new forms:

— Exclusive brokerage contract – Sale – Chiefly residential immovable containing less than 5 dwellings excluding co-ownership;

— Non-exclusive brokerage contract – Sale – Chiefly residential immovable containing less than 5 dwellings excluding co-ownership;

— Declarations by the seller of the immovable – Chiefly residential immovable containing less than five dwellings excluding divided co-ownership;

— Exclusive brokerage contract – Purchase – Chiefly residential immovable containing less than 5 dwellings excluding co-ownership;

— Promise to purchase – Chiefly residential immovable containing less than five dwellings excluding co-ownership;

CONSIDERING that it is expedient to approve the new forms;

THEREFORE, the Minister of Finance approves the following forms:

— Exclusive brokerage contract – Sale – Chiefly residential immovable containing less than 5 dwellings excluding co-ownership;

— Non-exclusive brokerage contract – Sale – Chiefly residential immovable containing less than 5 dwellings excluding co-ownership;

— Declarations by the seller of the immovable – Chiefly residential immovable containing less than five dwellings excluding divided co-ownership;

— Exclusive brokerage contract – Purchase – Chiefly residential immovable containing less than 5 dwellings excluding co-ownership;

— Promise to purchase – Chiefly residential immovable containing less than five dwellings excluding co-ownership;

attached to this Order, which, except the form entitled Non-exclusive brokerage contract – Sale – Chiefly residential immovable containing less than 5 dwellings excluding co-ownership, replace, as of the publication of this Order in the *Gazette officielle du Québec*, the corresponding forms published by the Organisme d'autoréglementation du courtage immobilier du Québec and whose use is mandatory under section 7.1 of the Regulation respecting certain transitional measures for the carrying out of the Act mainly to improve the regulation of the financial sector, the protection of deposits of money and the operation of financial institutions (2018C23, r. 1).

Québec, 30 May 2022

ERIC GIRARD
Minister of Finance



MANDATORY FORM
EXCLUSIVE BROKERAGE CONTRACT – SALE
CHIEFLY RESIDENTIAL IMMOVABLE CONTAINING
LESS THAN 5 DWELLINGS EXCLUDING CO-OWNERSHIP

NOTE – This form must be used when an exclusive brokerage contract for a chiefly residential immovable containing less than 5 dwellings excluding co-ownership is signed with an individual.

The agency or broker identified in clause 1 must read the following text to the seller:

THIS CONTRACT IS AN EXCLUSIVE BROKERAGE CONTRACT – SALE whereby the seller retains the services of an agency or broker excluding any other agency or broker to market the immovable. The seller retains the right to market the immovable by himself. If the immovable is sold or an agreement to sell the immovable is reached during the term of the *Exclusive brokerage contract – Sale*, whether or not through the agency or broker, the seller shall pay remuneration to the agency or broker.

There is also a *Non-exclusive brokerage contract – Sale*.

MANDATORY INFORMATION ON THE NON-EXCLUSIVE BROKERAGE CONTRACT – SALE

The *Non-exclusive brokerage contract – Sale* is a contract by which the seller markets the immovable through an agency or broker without providing for the exclusivity of the services of this agency or broker. If the immovable is sold during the term of the *Non-exclusive brokerage contract – Sale*, the seller shall pay remuneration to the agency or broker who is the efficient cause of the sale. The agency or broker is considered the efficient cause of the sale if a person purchases a property in which the agency or broker has caused his interest during the term of the *Non-exclusive brokerage contract – Sale*. The seller retains the right to market the immovable by himself. Agencies or brokers with whom the seller enters into a *Non-exclusive brokerage contract – Sale* may show and advertise the property. As soon as the seller signs a *Non-exclusive brokerage contract – Sale*, he shall notify in writing the other agencies or brokers with whom he has already signed such a contract. The seller shall make available to the agencies or brokers with whom he signs a *Non-exclusive brokerage contract – Sale* the form *Declarations by the seller of the immovable – Chiefly residential immovable containing less than 5 dwellings excluding divided co-ownership*, as well as its amendments and the documents supporting his declarations.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
SELLER 1	SELLER 2	SELLER 3	SELLER 4

By affixing his initials, the seller acknowledges having been informed by the agency or broker identified in clause 1 of his right to conclude a *Non-exclusive brokerage contract – Sale* and having decided to sign this **Exclusive brokerage contract – Sale**.

1. IDENTIFICATION OF THE PARTIES

IDENTIFICATION OF THE AGENCY OR BROKER	
NAME OF AGENCY OR BROKER	NAME OF AGENCY OR BROKER
<input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account	<input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account
_____	_____
_____	_____
_____	_____
ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL	ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL
_____	_____
REPRESENTED BY	REPRESENTED BY
Licence number: <input type="text"/>	Licence number: <input type="text"/>

<input type="checkbox"/> carrying on activities within the following business corporation: _____ <small>NAME OF BUSINESS CORPORATION</small>	<input type="checkbox"/> carrying on activities within the following business corporation: _____ <small>NAME OF BUSINESS CORPORATION</small>
(hereinafter called "the AGENCY" or "the BROKER")	

IDENTIFICATION OF THE SELLER	
_____ _____ _____ _____ _____ <small>NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 1 AND HIS REPRESENTATIVE, IF APPLICABLE</small>	_____ _____ _____ _____ _____ <small>NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 2 AND HIS REPRESENTATIVE, IF APPLICABLE</small>
_____ _____ _____ _____ _____ <small>NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 3 AND HIS REPRESENTATIVE, IF APPLICABLE</small>	_____ _____ _____ _____ _____ <small>NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 4 AND HIS REPRESENTATIVE, IF APPLICABLE</small>
(hereinafter called "the SELLER")	

1.1 The SELLER's identity was verified on _____ using the following document for:

SELLER 1 or his REPRESENTATIVE

Driver's Licence Health Insurance Card
 Permanent Resident Card Passport
 Other ID document (with photo): _____

_____ DATE _____

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE EXPIRATION

Date of birth:

YEAR	MONTH	DAY							

Profession or principal activity: _____

SELLER 2 or his REPRESENTATIVE

Driver's Licence Health Insurance Card
 Permanent Resident Card Passport
 Other ID document (with photo): _____

_____ DATE _____

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE EXPIRATION

Date of birth:

YEAR	MONTH	DAY							

Profession or principal activity: _____

SELLER 3 or his REPRESENTATIVE

Driver's Licence Health Insurance Card
 Permanent Resident Card Passport
 Other ID document (with photo): _____

_____ DATE _____

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE EXPIRATION

SELLER 4 or his REPRESENTATIVE

Driver's Licence Health Insurance Card
 Permanent Resident Card Passport
 Other ID document (with photo): _____

_____ DATE _____

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE EXPIRATION

Date of birth:
YEAR MONTH DAYProfession or principal activity: _____
_____**1.2** If the SELLER is represented, indicate:Nature of relationship between SELLER 1 and his representative:

RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR CORPORATION)

For SELLER 1, indicate:

Date of birth:
YEAR MONTH DAYProfession or principal activity: _____
_____Nature of relationship between SELLER 3 and his representative:

RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR CORPORATION)

For SELLER 3, indicate:

Date of birth:
YEAR MONTH DAYProfession or principal activity: _____
_____Date of birth:
YEAR MONTH DAYProfession or principal activity: _____
_____Nature of relationship between SELLER 2 and his representative:

RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR CORPORATION)

For SELLER 2, indicate:

Date of birth:
YEAR MONTH DAYProfession or principal activity: _____
_____Nature of relationship between SELLER 4 and his representative:

RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR CORPORATION)

For SELLER 4, indicate:

Date of birth:
YEAR MONTH DAYProfession or principal activity: _____
_____**2. OBJECT AND TERM OF CONTRACT**

2.1 The SELLER retains the exclusive services of the AGENCY or the BROKER to market the immovable and act in order to conclude an agreement for the sale of the immovable hereinafter described. This contract ends at 11:59 p.m. on _____.

Failing a stipulation as to its end date, this contract shall end 30 days after its making.

Unless otherwise stipulated in clause 11.1, this contract may be terminated at any time without reason by the SELLER. In such a case, the SELLER may be required to pay the costs and expenses incurred to that point by the AGENCY or the BROKER, or to pay compensation for any damage suffered.

Where this contract is stipulated to be non-terminable, the SELLER may still, in accordance with section 28 of the *Real Estate Brokerage Act* (CQLR, Chapter C-73.2), terminate it at his discretion within three days after receiving a duplicate of the contract signed by the parties. The contract is terminated by operation of law as of the sending or delivery of a written notice to the licence holder.

This contract may only be terminated by the AGENCY or the BROKER for a serious reason. Such termination may not be made at an inconvenient time, in a manner prejudicial to the SELLER, otherwise the AGENCY or BROKER may be required to compensate the SELLER for any damage suffered.

3. SUMMARY DESCRIPTION OF THE IMMOVABLE

3.1 The immovable, with building erected or to be erected thereon, if applicable, is designated as follows:

NUMBER STREET CITY PROVINCE POSTAL CODE

CADASTRAL DESCRIPTION

DIMENSIONS m ft AREA m² ft²

(hereinafter called "the IMMOVABLE")



THE OACIQ DEVELOPS FORMS AS PART OF ITS PUBLIC PROTECTION MISSION.

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EBCS 00001

v22_06/2022

4. PRICE AND TERMS OF SALE (PLUS TAXES, IF APPLICABLE)

4.1 The asking sale price is: _____ dollars (\$ _____).

4.2 The IMMOVABLE is not subject OR is subject to the Goods and Services Tax and the Québec Sales Tax.

The SELLER shall provide the AGENCY or the BROKER without delay of the proportion in which the IMMOVABLE is subject to the Goods and Services Tax and the Québec Sales Tax.

4.3 Existing loans: _____

The costs relating, in particular, to the repayment and cancellation of any debt secured by hypothec, prior claim or any other real right affecting the IMMOVABLE shall be borne by the SELLER.

The costs relating to repayment include any penalty payable for early repayment.

4.4 INCLUSIONS – Included in the sale are the following items:

which are sold without legal warranty of quality, at the buyer’s own risk, but must be in working order at the time of delivery of the IMMOVABLE.

4.5 EXCLUSIONS – Excluded from the sale are the following items:

4.6 Service and leasing contracts on appliances and equipment to be assumed by the buyer:

Water heater _____ Alarm system _____
 Propane tank _____

v22 06/2022



Other _____

- 4.7 Items covered by an instalment sales contract, trial sales contract, sales contract with right of redemption, sales contract with resolutive clause or leasing contract, and obligations of the SELLER to be assumed by the buyer (appliances, swimming pool, heat pump, etc.):
- _____
- _____

5. SIGNING OF THE DEED OF SALE AND OCCUPANCY

5.1 Date or time frame for the signing of the deed of sale: _____

5.2 Date or time frame for occupancy: _____

6. INFORMATION LISTING SERVICES

- 6.1 The SELLER authorizes the AGENCY or the BROKER to send the information concerning the IMMOVABLE, the information contained in this contract and the annexes thereto, without delay and according to generally accepted practices, including all interior and exterior photographs of the IMMOVABLE, to subscribers of information listing services for agencies and brokers listed below:
- _____
- _____

including for the purpose of marketing the IMMOVABLE and establishing comparables and statistics.

OR

The SELLER acknowledges having been informed of his right to use an information listing service and having waived his right to do so.

- 6.2 If applicable, the AGENCY or the BROKER shall begin the marketing of the IMMOVABLE and the performance of this brokerage contract only once the IMMOVABLE is listed on these services, unless written instructions to the contrary are given by the SELLER.

7. REMUNERATION

- 7.1 The SELLER shall pay to the AGENCY or the BROKER, in the cases provided in 1, 2, 3 or 4 of this clause, remuneration of:

_____ percent (_____ %) of the price set for the sale in the cases provided for in 1, 2, 3 of this clause, or of the price stipulated in clause 4.1, in the case provided in 4, plus applicable taxes;

OR

a lump sum of: _____ dollars

(\$ _____) plus applicable taxes;

1. where an agreement concerning the sale of the IMMOVABLE is concluded during the term of this contract, whether through the AGENCY or BROKER or not, and all conditions thereof are fulfilled, except the signing of the deed of sale and the payment of the purchase price; or
2. where a promise to purchase conforming to the conditions of sale provided for in this brokerage contract is submitted to the SELLER during the term of this contract and the SELLER refuses it; or
3. where a sale takes place within 180 days following the end date or termination date of this contract with a person who was interested in the IMMOVABLE during the term of this contract, unless, during this period, the SELLER concluded in good faith with another agency or another broker a contract stipulated to be exclusive for the sale of the immovable; or
4. where the SELLER voluntarily prevents the performance of this contract.

7.2 The SELLER recognizes the AGENCY's or the BROKER's right to share its remuneration with another agency or another broker collaborating in the sale, even though such agency or broker has no link with the SELLER. The AGENCY or the BROKER shall be deemed to have assigned all or part of its claim to a collaborating agency or broker as of the date of conclusion of the agreement for the sale of the IMMOVABLE, all conditions of which having been fulfilled, except the signing of the deed of sale and the payment of the purchase price.

7.3 The AGENCY or the BROKER shall collaborate with any other agency or broker who so requests, including by sharing its remuneration, according to the following conditions, in order to ensure the successful completion of the sale referred to in this contract.

In this regard, shared remuneration terms that are unreasonable towards other agencies or brokers could reduce their interest in proposing the IMMOVABLE to their clients.

Consequently, in the event where an agency or broker collaborates in the sale, the AGENCY or the BROKER undertakes to pay, from the sum due to him under this contract:

_____ percent (_____ %) of the price set for the sale plus applicable taxes;

OR

a sum of: _____ dollars

(\$ _____) plus applicable taxes.

7.4 The AGENCY or the BROKER shall not be entitled to remuneration in the following cases:

1. if the AGENCY or the BROKER acquires an interest in the IMMOVABLE, or if the broker representing the AGENCY for the purpose of this contract acquires an interest in the IMMOVABLE:

- a) for himself;
- b) for a partnership or legal person controlled by him.

OR

2. if one of the following persons or partnerships acquires an interest in the IMMOVABLE:

- a) the married, civil union or de facto spouse of the BROKER or of the broker representing the AGENCY;
- b) a legal person or a partnership controlled by the married, civil union or de facto spouse of the BROKER or of the broker representing the AGENCY.

OR

3. if, through the buyer's fault, the deed of sale is not signed or the purchase price is not paid.

8. DECLARATIONS AND OBLIGATIONS OF THE SELLER

8.1 The SELLER declares that:

1. he is the sole owner of the IMMOVABLE or is duly authorized to sign this contract and to conclude any agreement for the sale of the IMMOVABLE;
2. the IMMOVABLE is not the subject of a brokerage contract with another broker or agency or of an agreement to sell or exchange it;
3. the IMMOVABLE is not the subject of an agreement to lease it under conditions that would result in preventing the sale from taking place;
4. the IMMOVABLE is not the subject of a pre-emptive right in favour of a third party OR is the subject of a pre-emptive right in favour of the following third party: _____ ;
5. he is a Canadian resident within the meaning of the *Income Tax Act* [RSC 1985, c. 1 (5th Supp.)], and the *Taxation Act* (CQLR, Chapter I-3) and does not intend to change this residence, otherwise the tax provisions concerning the issuance of a certificate of compliance or the withholding of a portion of the sale price shall be applied.

8.2 During the term of this contract, the SELLER undertakes not to, directly or indirectly:

1. offer the IMMOVABLE for sale through a person other than the AGENCY or BROKER;
2. become party to an agreement for the sale or exchange of the IMMOVABLE other than through the AGENCY or the BROKER;
3. become party to an agreement to lease the IMMOVABLE under conditions that would result in preventing the sale from taking place.

8.3 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, the following documents in his possession: purchase contract and any other title of ownership, inspection report and any other expert report, most recent tax statement and receipts, insurance documents, leases and documents pertaining to the dwellings allowing the income and expenses of the IMMOVABLE to be calculated, documents pertaining to appliances and equipment to be taken over by the BUYER, deeds of assignment of leases, staking plan, water analysis, soil analysis, environmental report, plan, movable property inventory, service and employment contracts, permit, proxy and, generally, any document concerning the IMMOVABLE, including any that may be required for adjustment purposes at the time of the sale.



- 8.4 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, all loan documents pertaining to the IMMOVABLE and the deeds of loan and hypothecary rights, including any penalty related thereto.
- 8.5 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, a certificate of location for the IMMOVABLE:
- reflecting any operation, amendment or cadastral renovation;
 - reflecting the current physical state of premises (e.g. heat pump, terrace, fence, shed, swimming pool), restrictions of private law (e.g. servitude, real rights or other charges), and restrictions of public law (e.g. municipal by-laws).
- 8.6 If a portion of the IMMOVABLE is used as a family residence by the SELLER, or if required by his marital status, the SELLER shall remit to the AGENCY or the BROKER, either a document evidencing the consent of the married or civil union spouse and an undertaking by the spouse to intervene for the same purposes in the notarial deed of sale, or a copy of a judgment authorizing the SELLER to sell the IMMOVABLE without the consent and concurrence of the married or civil union spouse.
- 8.7 The SELLER shall keep the AGENCY or the BROKER informed of any change in his financial situation or any situation that could compromise the performance of this contract, including concerning his marital status.
- 8.8 The SELLER gives the AGENCY or the BROKER the exclusive right:
1. to show the IMMOVABLE at any reasonable time, with any appointment being arranged directly with the occupant of the premises. The AGENCY or the BROKER may allow other agencies or brokers to exercise this right in whole or in part;
 2. subject to the restrictions set out in clause 11.1 or any annex forming part of this contract, and subject to any regulations, to use any advertising and any signage he considers appropriate. The AGENCY or the BROKER may allow other agencies or brokers to exercise that right in whole or in part.

9. OBLIGATIONS OF THE AGENCY OR THE BROKER

- 9.1 In accordance with generally accepted practices, the AGENCY or the BROKER undertakes:
1. to perform the object of this contract loyally, diligently and competently;
 2. to submit to the SELLER, as soon as possible, any written promise to purchase received regarding the purchase, lease or exchange of the IMMOVABLE;
 3. to make the usual verifications, including regarding the information contained in any document used to describe the IMMOVABLE;
 4. to send to the SELLER without delay a copy of any document containing the information used to describe the IMMOVABLE referred to in this contract;
 5. to perform any normal marketing activity;
 6. not to use the word “sold” in any advertising, including advertising on a sign, unless an agreement for the sale of the IMMOVABLE has been concluded and all the conditions, except the signing of the deed of sale before a notary and the payment of the purchase price, have been fulfilled. It is understood that any sign posted on the IMMOVABLE shall be removed as soon as this contract ends or upon the signing of the deed of sale, whichever occurs first;
 7. to inform the SELLER, in writing and without delay, of any interest that this AGENCY, this BROKER or the broker representing the AGENCY plans to acquire in the IMMOVABLE referred to in this contract and, before submitting a transaction proposal, to terminate this contract;
 8. to inform the SELLER, in writing and without delay, of any remuneration agreement that could conflict with the interests of the SELLER;
 9. to disclose to the SELLER, in writing and without delay, the identity of any person or partnership owing him any remuneration in accordance with an agreement disclosed under sub-section 8, the nature of the relationship with such person or partnership, and the nature of the remuneration owed, if it is a non-monetary benefit;
 10. to disclose to the SELLER, in writing and without delay, any sharing, other than that mentioned in clause 7.3, which he is planning to make of his remuneration, as well as the identity of the person or partnership receiving that share and, in the case of a non-monetary benefit, the nature of the compensation;
 11. to use the information contained in this contract only in accordance with the terms and conditions stipulated in the contract or by law;
 12. to notify the SELLER, in writing and without delay, in the following cases:
 - a) if there is a change in the address of his establishment;
 - b) if his licence is suspended or revoked, if he ceases his activities or if he is otherwise unable to continue to act;
 - c) where he is acting as AGENCY, if the broker representing the AGENCY with the SELLER ceases to act for this AGENCY or if the identity of the broker representing the AGENCY with the SELLER changes;
 - d) where he is acting as BROKER, whenever he ceases to act on his own account;
 13. to honour any specific commitment made in 11.1;
 14. to give a duplicate of this contract to the SELLER.



10. CHANGE AFFECTING THE AGENCY OR THE BROKER BOUND BY A BROKERAGE CONTRACT

Clauses 10.1 and 10.2 apply to the BROKER, even if this contract is stipulated to be non-terminable.

10.1 If the BROKER ceases to carry on brokerage activities on his own account to carry them on instead for an agency, the SELLER may elect to terminate this contract or to continue to do business with the BROKER and to be bound to the agency for which the BROKER will henceforth carry on brokerage activities, by sending the BROKER a notice to that effect. The SELLER shall then be bound to the agency under the same terms and conditions as those provided for in this contract from the moment the BROKER begins to act for the agency.

Should such a notice not be sent by the day on which the BROKER begins to carry on brokerage activities for the agency, this contract shall be deemed to be terminated as of that day.

10.2 If the BROKER ceases to carry on his activities as a broker, either voluntarily or due to the suspension or revocation of his licence, this contract is deemed to be terminated when the BROKER ceases his activities or from the time his licence is suspended or revoked, as the case may be.

Clauses 10.3 and 10.4 apply to the AGENCY, even if this contract is stipulated to be non-terminable.

10.3 If the broker referred to in this contract as the AGENCY’s representative ceases to carry on brokerage activities for the agency to carry them instead on his account or for another agency, the SELLER may elect to terminate this contract or to continue to do business with the broker or with the AGENCY in accordance with this contract, by sending the AGENCY a notice stating his choice no later than the day on which the broker ceases to carry on activities for the AGENCY.

If the SELLER elects to continue to do business with the broker, this contract shall be terminated on the date on which the broker ceases to carry on activities for the AGENCY. The SELLER shall then be bound to the BROKER or other agency for which the broker now carries on activities, as the case may be, under the same terms and conditions as those provided for in this contract.

Should the notice required under the first paragraph not be sent, by the day on which the broker ceases to carry on his activities for the AGENCY, this contract shall be deemed to be terminated as of that day.

10.4 If the AGENCY ceases to carry on its activities, this contract shall be terminated on the day on which the AGENCY ceases its activities.

If at that time the AGENCY’s broker is to henceforth carry on his activities on his own account, the SELLER may choose to do business with this broker by sending him a notice to this effect. In this case, the SELLER shall be bound to the BROKER now carrying on his activities on his own account as of the date of termination of this contract, under the same terms and conditions as those provided for in this contract.

Likewise, if, when the AGENCY ceases its activities, the AGENCY’S broker is to henceforth carry on his activities within a new agency, the SELLER may choose to be bound to this new agency by sending the agency a notice to this effect. In this case, the SELLER shall be bound to the new agency as of the date of termination of this contract, under the same terms and conditions as those provided for in this contract.

11. OTHER DECLARATIONS AND CONDITIONS

11.1 _____

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Lined area for handwritten notes or signatures.

12. ANNEXES

12.1 The provisions set forth in the Annex Declarations by the seller of the immovable DS- [] and those set forth in the Annexes identified below form an integral part of this contract:
General Annex AG- [] Remuneration and Costs Annex RC- [] Other(s): _____

13. INTERPRETATION

- 13.1 Unless the context dictates otherwise, the masculine form includes the feminine and neutral forms and vice versa, and the singular includes the plural and vice versa.
- 13.2 This contract and the performance thereof are governed by the laws of Québec.

14. CONCILIATION, MEDIATION AND ARBITRATION

14.1 In case of dispute between the AGENCY or the BROKER and the SELLER, the Organisme d'autoréglementation du courtage immobilier du Québec may act as conciliator or mediator upon request by the parties. Should the conciliation or mediation be unsuccessful, the OACIQ may also arbitrate between the AGENCY or the BROKER and the SELLER, if the parties so request.

15. SIGNATURES

PRIVACY PROTECTION

The information collected under this contract is necessary for its performance.

The AGENCY or the BROKER protects the privacy of all personal information provided, in accordance with the provisions of the *Real Estate Brokerage Act* (CQLR, c. C-73.2) and the applicable legislation concerning the protection of personal information. Only BROKER or AGENCY staff may access this information, and only to the extent required by their role. This information will be used exclusively for the purpose of performing this contract. It can be used for other purposes, in the cases prescribed by law. It may be transferred to other individuals or organizations only to the extent authorized by law, or with the SELLER'S consent.

The information and records that the AGENCY or the BROKER has on the SELLER are kept at their establishment. Subject to certain reservations, the law authorizes the SELLER to access and request corrections to this information with the AGENCY or the BROKER.

ORGANISME D'AUTORÉGLÉMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

The AGENCY or the BROKER declares being duly registered with the Organisme d'autoréglementation du courtage immobilier du Québec (OACIQ).

The mission of the OACIQ is to protect the public. In particular, it ensures that brokerage transactions are carried out in compliance with the *Real Estate Brokerage Act*. It oversees the activities of real estate brokers and agencies and enforces the rules of professional conduct. The OACIQ issues licences to real estate brokers and agencies. Consumers may contact the OACIQ to submit a request for assistance or investigation regarding a real estate broker or agency, or to get information on real estate transactions and the oversight of licence holders.

The parties have requested that this form and all related documents be drawn up in English only. *Les parties aux présentes ont exigé que le présent formulaire et tous les documents qui s'y rattachent soient rédigés en anglais seulement.*

The AGENCY or the BROKER acknowledges having read, understood and agreed to this contract, including any Annexes thereto, and having received a duplicate thereof.

The SELLER acknowledges having read, understood and agreed to this contract, including any Annexes thereto, and having received a duplicate thereof.

Signed in _____,

Signed in _____,

on _____, at _____; _____.
DATE

on _____, at _____; _____.
DATE

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF SELLER 1 OR HIS REPRESENTATIVE

Signed in _____,

Signed in _____,

on _____, at _____; _____.
DATE

on _____, at _____; _____.
DATE

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF SELLER 2 OR HIS REPRESENTATIVE

Signed in _____,

on _____, at _____; _____.
DATE

SIGNATURE OF SELLER 3 OR HIS REPRESENTATIVE

Signed in _____,

on _____, at _____; _____.
DATE

SIGNATURE OF SELLER 4 OR HIS REPRESENTATIVE



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INTERVENTION OF THE MARRIED OR CIVIL UNION SPOUSE OF THE SELLER –

The undersigned declares to be the spouse of the SELLER, to consent to and, where applicable, concur in this contract, including any Annexes thereto.

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

SIGNATURE OF SELLER'S 1 SPOUSE

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

SIGNATURE OF SELLER'S 2 SPOUSE

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

SIGNATURE OF SELLER'S 3 SPOUSE

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

SIGNATURE OF SELLER'S 4 SPOUSE

(v22_06/2022)



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MANDATORY FORM
NON-EXCLUSIVE BROKERAGE CONTRACT – SALE
CHIEFLY RESIDENTIAL IMMOVABLE CONTAINING
LESS THAN 5 DWELLINGS EXCLUDING CO-OWNERSHIP

NOTE – This form must be used when a non-exclusive brokerage contract for a chiefly residential immovable containing less than 5 dwellings excluding co-ownership is signed with an individual.

The agency or broker identified in clause 1 must read the following text to the seller:

THIS CONTRACT IS A NON-EXCLUSIVE BROKERAGE CONTRACT – SALE by which the seller markets the immovable through an agency or broker without providing for the exclusivity of the services of this agency or broker. If the immovable is sold during the term of the *Non-exclusive brokerage contract – Sale*, the seller shall pay remuneration to the agency or broker who is the efficient cause of the sale. The agency or broker is considered the efficient cause of the sale if a person purchases a property in which the agency or broker has caused his interest during the term of the *Non-exclusive brokerage contract – Sale*. The seller retains the right to market the immovable by himself. Agencies or brokers with whom the seller enters into a *Non-exclusive brokerage contract – Sale* may show and advertise the property. As soon as the seller signs a *Non-exclusive brokerage contract – Sale*, he shall notify in writing the other agencies or brokers with whom he has already signed such a contract. The seller shall make available to the agencies or brokers with whom he signs a *Non-exclusive brokerage contract – Sale* the form *Declarations by the seller of the immovable – Chiefly residential immovable containing less than 5 dwellings excluding divided co-ownership*, as well as its amendments and the documents supporting his declarations.

There is also an *Exclusive brokerage contract – Sale*.

MANDATORY INFORMATION ON THE EXCLUSIVE BROKERAGE CONTRACT – SALE

The *Exclusive brokerage contract – Sale* is a contract whereby the seller retains the services of an agency or broker excluding any other agency or broker to market the immovable. The seller retains the right to market the immovable by himself. If the immovable is sold or an agreement to sell the immovable is reached during the term of the *Exclusive brokerage contract – Sale*, whether or not through the agency or broker, the seller shall pay remuneration to the agency or broker.

SELLER 1	SELLER 2	SELLER 3	SELLER 4

By affixing his initials, the seller acknowledges having been informed by the agency or broker identified in clause 1 of his right to conclude an *Exclusive brokerage contract – Sale* and having decided to sign this *Non-exclusive brokerage contract – Sale*.

1. IDENTIFICATION OF THE PARTIES

IDENTIFICATION OF THE AGENCY OR BROKER	
NAME OF AGENCY OR BROKER <input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account _____ _____ _____ _____ _____ ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL _____ REPRESENTED BY Licence number: [][][][][][]	NAME OF AGENCY OR BROKER <input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account _____ _____ _____ _____ _____ ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL _____ REPRESENTED BY Licence number: [][][][][][]



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<input type="checkbox"/> carrying on activities within the following business corporation: _____ <small>NAME OF BUSINESS CORPORATION</small>	<input type="checkbox"/> carrying on activities within the following business corporation: _____ <small>NAME OF BUSINESS CORPORATION</small>
_____ (hereinafter called "the AGENCY" or "the BROKER") _____	

IDENTIFICATION OF THE SELLER	
_____ _____ _____ _____ _____ <small>NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 1 AND HIS REPRESENTATIVE, IF APPLICABLE</small>	_____ _____ _____ _____ _____ <small>NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 2 AND HIS REPRESENTATIVE, IF APPLICABLE</small>
_____ _____ _____ _____ _____ <small>NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 3 AND HIS REPRESENTATIVE, IF APPLICABLE</small>	_____ _____ _____ _____ _____ <small>NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 4 AND HIS REPRESENTATIVE, IF APPLICABLE</small>
_____ (hereinafter called "the SELLER") _____	

1.1 The SELLER's identity was verified on _____ using the following document for:

DATE

SELLER 1 or his REPRESENTATIVE

Driver's Licence Health Insurance Card
 Permanent Resident Card Passport
 Other ID document (with photo): _____

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE EXPIRATION

Date of birth:

YEAR	MONTH	DAY			

Profession or principal activity: _____

SELLER 2 or his REPRESENTATIVE

Driver's Licence Health Insurance Card
 Permanent Resident Card Passport
 Other ID document (with photo): _____

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE EXPIRATION

Date of birth:

YEAR	MONTH	DAY			

Profession or principal activity: _____

SELLER 3 or his REPRESENTATIVE

Driver's Licence Health Insurance Card
 Permanent Resident Card Passport
 Other ID document (with photo): _____

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE EXPIRATION

SELLER 4 or his REPRESENTATIVE

Driver's Licence Health Insurance Card
 Permanent Resident Card Passport
 Other ID document (with photo): _____

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE EXPIRATION

Date of birth:

YEAR			MONTH			DAY			

Profession or principal activity: _____

1.2 If the SELLER is represented, indicate:

Nature of relationship between SELLER 1 and his representative:

RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR CORPORATION)

For SELLER 1, indicate:

Date of birth:

YEAR			MONTH			DAY			

Profession or principal activity: _____

Nature of relationship between SELLER 3 and his representative:

RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR CORPORATION)

For SELLER 3, indicate:

Date of birth:

YEAR			MONTH			DAY			

Profession or principal activity: _____

Date of birth:

YEAR			MONTH			DAY			

Profession or principal activity: _____

Nature of relationship between SELLER 2 and his representative:

RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR CORPORATION)

For SELLER 2, indicate:

Date of birth:

YEAR			MONTH			DAY			

Profession or principal activity: _____

Nature of relationship between SELLER 4 and his representative:

RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR CORPORATION)

For SELLER 4, indicate:

Date of birth:

YEAR			MONTH			DAY			

Profession or principal activity: _____

2. OBJECT AND TERM OF CONTRACT

2.1 The SELLER retains the services of the AGENCY or the BROKER to market the immovable and act in order to conclude an agreement for the sale of the immovable hereinafter described. This contract ends at 11:59 p.m. on _____.

This contract is not exclusive to the AGENCY or the BROKER; it is understood that the SELLER retains the right, during the term of the contract, to offer the immovable hereinafter described for sale through another agency or broker of his choice. Failing a stipulation as to its end date, this contract shall end 30 days after its making.

Unless otherwise stipulated in clause 11.1, this contract may be terminated at any time without reason by the SELLER. In such a case, the SELLER may be required to pay the costs and expenses incurred to that point by the AGENCY or the BROKER, or to pay compensation for any damage suffered.

Where this contract is stipulated to be non-terminable, the SELLER may still, in accordance with section 28 of the *Real Estate Brokerage Act* (CQLR, Chapter C-73.2), terminate it at his discretion within three days after receiving a duplicate of the contract signed by the parties. The contract is terminated by operation of law as of the sending or delivery of a written notice to the licence holder.

This contract may only be terminated by the AGENCY or the BROKER for a serious reason. Such termination may not be made at an inconvenient time, in a manner prejudicial to the SELLER, otherwise the AGENCY or BROKER may be required to compensate the SELLER for any damage suffered.

3. SUMMARY DESCRIPTION OF THE IMMOVABLE

3.1 The immovable, with building erected or to be erected thereon, if applicable, is designated as follows:

NUMBER	STREET	CITY	PROVINCE	POSTAL CODE
--------	--------	------	----------	-------------

CADASTRAL DESCRIPTION

DIMENSIONS

 m ft

AREA

 m² ft²

(hereinafter called "the IMMOVABLE")

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4. PRICE AND TERMS OF SALE (PLUS TAXES, IF APPLICABLE)

4.1 The asking sale price is: _____ dollars (\$ _____).

4.2 The IMMOVABLE is not subject OR is subject to the Goods and Services Tax and the Québec Sales Tax.

The SELLER shall provide the AGENCY or the BROKER without delay of the proportion in which the IMMOVABLE is subject to the Goods and Services Tax and the Québec Sales Tax.

4.3 Existing loans: _____

The costs relating, in particular, to the repayment and cancellation of any debt secured by hypothec, prior claim or any other real right affecting the IMMOVABLE shall be borne by the SELLER.

The costs relating to repayment include any penalty payable for early repayment.

4.4 INCLUSIONS – Included in the sale are the following items:

which are sold without legal warranty of quality, at the buyer's own risk, but must be in working order at the time of delivery of the IMMOVABLE.

4.5 EXCLUSIONS – Excluded from the sale are the following items:

4.6 Service and leasing contracts on appliances and equipment to be assumed by the buyer:

Water heater _____ Alarm system _____
 Propane tank _____



Other _____

- 4.7 Items covered by an instalment sales contract, trial sales contract, sales contract with right of redemption, sales contract with resolutive clause or leasing contract, and obligations of the SELLER to be assumed by the buyer (appliances, swimming pool, heat pump, etc.):
- _____
- _____

5. SIGNING OF THE DEED OF SALE AND OCCUPANCY

5.1 Date or time frame for the signing of the deed of sale: _____

5.2 Date or time frame for occupancy: _____

6. INFORMATION LISTING SERVICES

- 6.1 The SELLER authorizes the AGENCY or the BROKER to send the information concerning the IMMOVABLE, the information contained in this contract and the annexes thereto, without delay and according to generally accepted practices, including all interior and exterior photographs of the IMMOVABLE, to subscribers of information listing services for agencies and brokers listed below:
- _____
- _____

including for the purpose of marketing the IMMOVABLE and establishing comparables and statistics.

OR

The SELLER acknowledges having been informed of his right to use an information listing service and having waived his right to do so.

- 6.2 If applicable, the AGENCY or the BROKER shall begin the marketing of the IMMOVABLE and the performance of this brokerage contract only once the IMMOVABLE is listed on these services, unless written instructions to the contrary are given by the SELLER.

7. REMUNERATION

- 7.1 If, during the term of this contract, the IMMOVABLE is sold and the AGENCY or the BROKER is the efficient cause of this sale, the SELLER shall pay to the AGENCY or the BROKER remuneration of:

_____ percent (_____ %) of the price set for the sale, plus applicable taxes;

OR

a lump sum of: _____ dollars

(\$ _____) plus applicable taxes;

- 7.2 The SELLER recognizes the AGENCY's or the BROKER's right to share its remuneration with another agency or another broker collaborating in the sale, even though such agency or broker has no link with the SELLER. The AGENCY or the BROKER shall be deemed to have assigned all or part of its claim to a collaborating agency or broker as of the date of conclusion of the agreement for the sale of the IMMOVABLE, all conditions of which having been fulfilled, except the signing of the deed of sale and the payment of the purchase price.

- 7.3 The AGENCY or the BROKER shall collaborate with any other agency or broker who so requests, including by sharing its remuneration, according to the following conditions, in order to ensure the successful completion of the sale referred to in this contract.

In this regard, shared remuneration terms that are unreasonable towards other agencies or brokers could reduce their interest in proposing the IMMOVABLE to their clients.

Consequently, in the event where an agency or broker collaborates in the sale, the AGENCY or the BROKER undertakes to pay, from the sum due to him under this contract:

_____ percent (_____ %) of the price set for the sale plus applicable taxes;

OR

a sum of: _____ dollars

(\$ _____) plus applicable taxes.

7.4 The AGENCY or the BROKER shall not be entitled to remuneration in the following cases:

1. if the AGENCY or the BROKER acquires an interest in the IMMOVABLE, or if the broker representing the AGENCY for the purpose of this contract acquires an interest in the IMMOVABLE:
 - a) for himself;
 - b) for a partnership or legal person controlled by him.

OR

2. if one of the following persons or partnerships acquires an interest in the IMMOVABLE:
 - a) the married, civil union or de facto spouse of the BROKER or of the broker representing the AGENCY;
 - b) a legal person or a partnership controlled by the married, civil union or de facto spouse of the BROKER or of the broker representing the AGENCY.

OR

3. if, through the buyer's fault, the deed of sale is not signed or the purchase price is not paid.

8. DECLARATIONS AND OBLIGATIONS OF THE SELLER

8.1 The SELLER declares that:

1. he is the sole owner of the IMMOVABLE or is duly authorized to sign this contract and to conclude any agreement for the sale of the IMMOVABLE;
2. the IMMOVABLE is not the subject of an agreement to lease it under conditions that would result in preventing the sale from taking place;
3. the IMMOVABLE is not the subject of a pre-emptive right in favour of a third party OR is the subject of a pre-emptive right in favour of the following third party: _____ ;
4. he is a Canadian resident within the meaning of the *Income Tax Act* [RSC 1985, c. 1 (5th Supp.)], and the *Taxation Act* (CQLR, Chapter I-3) and does not intend to change this residence, otherwise the tax provisions concerning the issuance of a certificate of compliance or the withholding of a portion of the sale price shall be applied.

8.2 During the term of this contract, the SELLER undertakes not to, directly or indirectly, become party to an agreement to lease the IMMOVABLE under conditions that would result in preventing the sale from taking place.

8.3 The SELLER undertakes to notify the AGENCY or the BROKER, in writing and without delay, if, during the term of this contract, he becomes party to an agreement for the sale, exchange or lease of the IMMOVABLE through another AGENCY or BROKER. The written notice sent to this effect by the SELLER to the AGENCY or the BROKER must contain the name, the address of the establishment including phone numbers of this other AGENCY or BROKER, as well as the date on which the SELLER became a party to such an agreement with this other AGENCY or BROKER.

8.4 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, the following documents in his possession: purchase contract and any other title of ownership, inspection report and any other expert report, most recent tax statement and receipts, insurance documents, leases and documents pertaining to the dwellings allowing the income and expenses of the IMMOVABLE to be calculated, documents pertaining to appliances and equipment to be taken over by the BUYER, deeds of assignment of leases, staking plan, water analysis, soil analysis, environmental report, plan, movable property inventory, service and employment contracts, permit, proxy and, generally, any document concerning the IMMOVABLE, including any that may be required for adjustment purposes at the time of the sale.

8.5 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, all loan documents pertaining to the IMMOVABLE and the deeds of loan and hypothecary rights, including any penalty related thereto.

8.6 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, a certificate of location for the IMMOVABLE:

- reflecting any operation, amendment or cadastral renovation;
- reflecting the current physical state of premises (e.g. heat pump, terrace, fence, shed, swimming pool), restrictions of private law (e.g. servitude, real rights or other charges), and restrictions of public law (e.g. municipal by-laws).

8.7 If a portion of the IMMOVABLE is used as a family residence by the SELLER, or if required by his marital status, the SELLER shall remit to the AGENCY or the BROKER, either a document evidencing the consent of the married or civil union spouse and an undertaking by the spouse to intervene for the same



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purposes in the notarial deed of sale, or a copy of a judgment authorizing the SELLER to sell the IMMOVABLE without the consent and concurrence of the married or civil union spouse.

- 8.8 The SELLER shall keep the AGENCY or the BROKER informed of any change in his financial situation or any situation that could compromise the performance of this contract, including concerning his marital status.
- 8.9 The SELLER gives the AGENCY or the BROKER the right:
1. to show the IMMOVABLE at any reasonable time, with any appointment being arranged directly with the occupant of the premises. The AGENCY or the BROKER may allow other agencies or brokers to exercise this right in whole or in part;
 2. subject to the restrictions set out in clause 11.1 or any annex forming part of this contract, and subject to any regulations, to use any advertising and any signage he considers appropriate. The AGENCY or the BROKER may allow other agencies or brokers to exercise that right in whole or in part.

9. OBLIGATIONS OF THE AGENCY OR THE BROKER

- 9.1 In accordance with generally accepted practices, the AGENCY or the BROKER undertakes:
1. to perform the object of this contract loyally, diligently and competently;
 2. to submit to the SELLER, as soon as possible, any written promise to purchase received regarding the purchase, lease or exchange of the IMMOVABLE;
 3. to make the usual verifications, including regarding the information contained in any document used to describe the IMMOVABLE;
 4. to send to the SELLER without delay a copy of any document containing the information used to describe the IMMOVABLE referred to in this contract;
 5. to perform any normal marketing activity;
 6. not to use the word "sold" in any advertising, including advertising on a sign, unless an agreement for the sale of the IMMOVABLE has been concluded and all the conditions, except the signing of the deed of sale before a notary and the payment of the purchase price, have been fulfilled. It is understood that any sign posted on the IMMOVABLE shall be removed as soon as this contract ends or upon the signing of the deed of sale, whichever occurs first;
 7. to inform the SELLER, in writing and without delay, of any interest that this AGENCY, this BROKER or the broker representing the AGENCY plans to acquire in the IMMOVABLE referred to in this contract and, before submitting a transaction proposal, to terminate this contract;
 8. to inform the SELLER, in writing and without delay, of any remuneration agreement that could conflict with the interests of the SELLER;
 9. to disclose to the SELLER, in writing and without delay, the identity of any person or partnership owing him any remuneration in accordance with an agreement disclosed under sub-section 8, the nature of the relationship with such person or partnership, and the nature of the remuneration owed, if it is a non-monetary benefit;
 10. to disclose to the SELLER, in writing and without delay, any sharing, other than that mentioned in clause 7.3, which he is planning to make of his remuneration, as well as the identity of the person or partnership receiving that share and, in the case of a non-monetary benefit, the nature of the compensation;
 11. to use the information contained in this contract only in accordance with the terms and conditions stipulated in the contract or by law;
 12. to notify the SELLER, in writing and without delay, in the following cases:
 - a) if there is a change in the address of his establishment;
 - b) if his licence is suspended or revoked, if he ceases his activities or if he is otherwise unable to continue to act;
 - c) where he is acting as AGENCY, if the broker representing the AGENCY with the SELLER ceases to act for this AGENCY or if the identity of the broker representing the AGENCY with the SELLER changes;
 - d) where he is acting as BROKER, whenever he ceases to act on his own account;
 13. to honour any specific commitment made in 11.1;
 14. to give a duplicate of this contract to the SELLER.

10. CHANGE AFFECTING THE AGENCY OR THE BROKER BOUND BY A BROKERAGE CONTRACT

Clauses 10.1 and 10.2 apply to the BROKER, even if this contract is stipulated to be non-terminable.

- 10.1 If the BROKER ceases to carry on brokerage activities on his own account to carry them on instead for an agency, the SELLER may elect to terminate this contract or to continue to do business with the BROKER and to be bound to the agency for which the BROKER will henceforth carry on brokerage activities, by sending the BROKER a notice to that effect. The SELLER shall then be bound to the agency under the same terms and conditions as those provided for in this contract from the moment the BROKER begins to act for the agency.

Should such a notice not be sent by the day on which the BROKER begins to carry on brokerage activities for the agency, this contract shall be deemed to be terminated as of that day.

10.2 If the BROKER ceases to carry on his activities as a broker, either voluntarily or due to the suspension or revocation of his licence, this contract is deemed to be terminated when the BROKER ceases his activities or from the time his licence is suspended or revoked, as the case may be.

Clauses 10.3 and 10.4 apply to the AGENCY, even if this contract is stipulated to be non-terminable.

10.3 If the broker referred to in this contract as the AGENCY’s representative ceases to carry on brokerage activities for the agency to carry them instead on his account or for another agency, the SELLER may elect to terminate this contract or to continue to do business with the broker or with the AGENCY in accordance with this contract, by sending the AGENCY a notice stating his choice no later than the day on which the broker ceases to carry on activities for the AGENCY.

If the SELLER elects to continue to do business with the broker, this contract shall be terminated on the date on which the broker ceases to carry on activities for the AGENCY. The SELLER shall then be bound to the BROKER or other agency for which the broker now carries on activities, as the case may be, under the same terms and conditions as those provided for in this contract.

Should the notice required under the first paragraph not be sent, by the day on which the broker ceases to carry on his activities for the AGENCY, this contract shall be deemed to be terminated as of that day.

10.4 If the AGENCY ceases to carry on its activities, this contract shall be terminated on the day on which the AGENCY ceases its activities.

If at that time the AGENCY’s broker is to henceforth carry on his activities on his own account, the SELLER may choose to do business with this broker by sending him a notice to this effect. In this case, the SELLER shall be bound to the BROKER now carrying on his activities on his own account as of the date of termination of this contract, under the same terms and conditions as those provided for in this contract.

Likewise, if, when the AGENCY ceases its activities, the AGENCY’S broker is to henceforth carry on his activities within a new agency, the SELLER may choose to be bound to this new agency by sending the agency a notice to this effect. In this case, the SELLER shall be bound to the new agency as of the date of termination of this contract, under the same terms and conditions as those provided for in this contract.

11. OTHER DECLARATIONS AND CONDITIONS

11.1 _____

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12. ANNEXES

12.1 The provisions set forth in the Annex Declarations by the seller of the immovable DS- [] and those set forth in the Annexes identified below form an integral part of this contract:

General Annex AG- [] Remuneration and Costs Annex RC- [] Other(s): _____

13. INTERPRETATION

- 13.1 Unless the context dictates otherwise, the masculine form includes the feminine and neutral forms and vice versa, and the singular includes the plural and vice versa.
- 13.2 This contract and the performance thereof are governed by the laws of Québec.

14. CONCILIATION, MEDIATION AND ARBITRATION

14.1 In case of dispute between the AGENCY or the BROKER and the SELLER, the Organisme d'autoréglementation du courtage immobilier du Québec may act as conciliator or mediator upon request by the parties. Should the conciliation or mediation be unsuccessful, the OACIQ may also arbitrate between the AGENCY or the BROKER and the SELLER, if the parties so request.



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15. SIGNATURES

PRIVACY PROTECTION

The information collected under this contract is necessary for its performance.

The AGENCY or the BROKER protects the privacy of all personal information provided, in accordance with the provisions of the Real Estate Brokerage Act (CQLR, c. C-73.2) and the applicable legislation concerning the protection of personal information. Only BROKER or AGENCY staff may access this information, and only to the extent required by their role. This information will be used exclusively for the purpose of performing this contract. It can be used for other purposes, in the cases prescribed by law. It may be transferred to other individuals or organizations only to the extent authorized by law, or with the SELLER'S consent.

The information and records that the AGENCY or the BROKER has on the SELLER are kept at their establishment. Subject to certain reservations, the law authorizes the SELLER to access and request corrections to this information with the AGENCY or the BROKER.

ORGANISME D'AUTORÉGLÉMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

The AGENCY or the BROKER declares being duly registered with the Organisme d'autoréglementation du courtage immobilier du Québec (OACIQ).

The mission of the OACIQ is to protect the public. In particular, it ensures that brokerage transactions are carried out in compliance with the Real Estate Brokerage Act. It oversees the activities of real estate brokers and agencies and enforces the rules of professional conduct. The OACIQ issues licences to real estate brokers and agencies. Consumers may contact the OACIQ to submit a request for assistance or investigation regarding a real estate broker or agency, or to get information on real estate transactions and the oversight of licence holders.

The parties have requested that this form and all related documents be drawn up in English only. Les parties aux présentes ont exigé que le présent formulaire et tous les documents qui s'y rattachent soient rédigés en anglais seulement.

The AGENCY or the BROKER acknowledges having read, understood and agreed to this contract, including any Annexes thereto, and having received a duplicate thereof.

The SELLER acknowledges having read, understood and agreed to this contract, including any Annexes thereto, and having received a duplicate thereof.

Signed in _____,
on _____ DATE, at _____ : _____.
SIGNATURE OF AGENCY OR BROKER

Signed in _____,
on _____ DATE, at _____ : _____.
SIGNATURE OF SELLER 1 OR HIS REPRESENTATIVE

Signed in _____,
on _____ DATE, at _____ : _____.
SIGNATURE OF AGENCY OR BROKER

Signed in _____,
on _____ DATE, at _____ : _____.
SIGNATURE OF SELLER 2 OR HIS REPRESENTATIVE

Signed in _____,
on _____ DATE, at _____ : _____.
SIGNATURE OF SELLER 3 OR HIS REPRESENTATIVE

Signed in _____,
on _____ DATE, at _____ : _____.
SIGNATURE OF SELLER 4 OR HIS REPRESENTATIVE

INTERVENTION OF THE MARRIED OR CIVIL UNION SPOUSE OF THE SELLER –
The undersigned declares to be the spouse of the SELLER, to consent to and, where applicable, concur in this contract, including any Annexes thereto.

Signed in _____,
on _____, at _____ : _____.
DATE

SIGNATURE OF SELLER'S 1 SPOUSE

Signed in _____,
on _____, at _____ : _____.
DATE

SIGNATURE OF SELLER'S 2 SPOUSE

Signed in _____,
on _____, at _____ : _____.
DATE

SIGNATURE OF SELLER'S 3 SPOUSE

Signed in _____,
on _____, at _____ : _____.
DATE

SIGNATURE OF SELLER'S 4 SPOUSE

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NEBCS 00001



MANDATORY FORM
DECLARATIONS BY THE SELLER OF THE IMMOVABLE
CHIEFLY RESIDENTIAL IMMOVABLE CONTAINING LESS THAN
FIVE DWELLINGS EXCLUDING DIVIDED CO-OWNERSHIP

NOTE – This form concerns a chiefly residential immovable containing less than five dwellings. It must be used when a brokerage contract for such an immovable is signed with an individual. For a brokerage contract concerning the sale of a divided co-ownership property signed with an individual, the mandatory form *Declarations by the seller of the immovable – Divided co-ownership* must be used.

Brokerage contract: BC -

Promise to purchase: PP -

THE DECLARATIONS ON THIS FORM ARE IMPORTANT.

They allow the seller to properly inform the buyer about the state of the immovable, which reduces the risk of legal action related to unpleasant surprises. They promote transparency and allow the buyer to make his decision with a better knowledge of the immovable.

This form enables the seller to:

- answer each question in good faith and to the best of his knowledge;
- provide the broker with the available documents supporting his answers (invoices, warranties, plans, estimates, permits, reports, notices, leases, documents attesting to the type of drinking water supply, document relating to sanitary systems or other);
- provide details of the answers given (details must be indicated under section D15 and must indicate the details of the situation to be reported, such as the nature of the event, place, how the situation was resolved, if applicable, etc.).

This form enables the buyer to:

- read the answers provided by the seller and obtain the necessary details from the broker;
- acknowledge receipt of the form.

In the context of a succession, the liquidator shall answer the questions of this form to the best of his knowledge. If he is unable to answer a question, he may indicate it in D15 and mention his status and why he cannot answer the question.

In this form, the singular includes the plural and vice versa, when the context permits. In addition, the term "immovable" includes the land and all buildings erected thereon, when the context permits.

D1. IDENTIFICATION OF THE IMMOVABLE

D1.1 The declarations herein pertain to the immovable located at:

ADDRESS OF THE IMMOVABLE OR CADASTRAL DESCRIPTION IF THE IMMOVABLE HAS NO ADDRESS

D2. GENERAL INFORMATION

D2.1 In what year did you acquire the immovable? _____

D2.2 What is the year of construction of the immovable? _____

not applicable don't know

D2.3 Do you live in the immovable?

yes no

If so, since when? _____

For the following questions, to your knowledge:

D2.4 Is the immovable still covered by a new home warranty?

yes no

If so, do you have the warranty documents?

yes no

D2.5 Has the immovable ever been leased?

yes no

If so, indicate the leasing periods: _____

don't know



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- D2.6** Are you currently leasing the immovable? yes no
- If so, answer the following sub-questions:
- a) All rents currently bring in at least \$ _____ /year /month
- b) Is it a short-term rental (less than 30 days)? yes no
- c) A tenant's spouse can protect their right to occupy the dwelling through a notice of family residence. Have you received such notice? yes no
- d) Have you received a notice that may have an impact on a lease (notice of termination, abandonment of a dwelling, sublease or other)? yes no
- e) Is a tenant entitled to advantages that are not indicated in writing in his lease? yes no
- f) Do you have any proceedings pending before the Administrative Housing Tribunal (or any other tribunal) in relation to this immovable? yes no
- g) Is there any tenant or a spouse of a tenant aged 70 or over AND who has been living in his dwelling for 10 years or more? yes no
- NOTE: Some restrictions may apply to evict this tenant and his spouse or repossess his dwelling.**
- D2.7** Is the immovable part of a "housing complex" within the meaning of the *Act respecting the Administrative Housing Tribunal* (CQLR, c. T-15.01)? yes no
- NOTE: A "housing complex" is a group of immovables comprising more than 12 dwellings administered jointly. There are other conditions. See section 45 of the Act respecting the Administrative Housing Tribunal.**
- D2.8** Is the immovable affected by hypothecs, servitudes, encroachments or other charges (right of use, usufruct or other)? yes no
- D2.9** Special restrictions may affect an immovable. These types of restrictions are called "restrictions of public law that are exceptions to ordinary law." Do such restrictions apply to the immovable? More specifically:
- Immovable located in a flood risk area; yes no
 - Urban planning by-laws limit the use that can be made of the immovable (zoning, subdivision, construction, conditions for obtaining a permit or other); yes no
 - Immovable located within an airport zone; yes no
 - Immovable is subject to a heritage protection law or regulation; yes no
 - Immovable located in an agricultural zone; yes no
 - Restrictions related to environment protection laws apply to the immovable; yes no
 - Immovable located in a land movement risk area; yes no
 - If other, specify: _____ .
- D2.10** Since the acquisition of your property, has the parking, right-of-way, fence, hedge or small wall separating you from your neighbour been changed, moved or replaced by you or your neighbour? yes no
- D2.11** Since the acquisition of your property, have any additions, replacements or modifications been made, such as to windows, swimming pool, shed, sidewalk, paved driveway, fences, gallery, terrace, hedges, small walls or other? yes no
- NOTE: If you answer positively to questions D2.8, D2.9, D2.10 and D2.11, a new certificate of location may be required if the one provided does not reflect these changes.**
- D2.12** Have you ever received a notice of non-compliance from an insurer, municipality or government? yes no
- If so, have you remedied the situation? yes no
- D2.13** Has an insurance company ever refused to insure the immovable in whole or in part? yes no
- D2.14** Has an insurance company ever refused to compensate you for the damage sustained by the immovable? yes no
- D2.15** Since its acquisition, has the immovable ever violated the environmental quality laws and regulations? yes no
- If so, have you remedied the situation? yes no

D3. LAND (SOIL)

To your knowledge:

- D3.1** Has the immovable ever been affected by soil problems? yes no
- If so, what problems?
- landslides

- subsidence
- land movement
- soil instability
- other: _____

D3.2 Have foundation stabilization work been carried out? yes no

If so, what work?

- piles
- below-grade work
- other: _____

D3.3 Has there ever been any surface or underground tank of fuel oil or oil? yes no

D3.4 Has there ever been a spill or leak of a product into the soil, or has a product ever contaminated the soil? yes no

If so, what product?

- fuel oil
- oil
- lead
- mercury
- other: _____

D3.5 Have earthworks ever been performed on the land? yes no

If so, what work?

- backfill
- removal or filling of a swimming pool
- retaining wall
- other: _____

D3.6 Does water accumulate periodically on the land? yes no

D3.7 Has there ever been yellowish or reddish water on the soil or in the ditch? yes no

D3.8 Has there ever been ochre deposit in the soil? yes no

D3.9 Is there information indicating that the immovable is located on a former dump or landfill site? yes no

If so, indicate the source of this information: _____

D4. DAMAGE CAUSED BY WATER

To your knowledge:

D4.1 Have there ever been water infiltrations? yes no

If so, where?

- basement or crawl space
- roof
- patio
- balcony
- solarium
- skylight
- door
- window
- chimney
- other: _____

D4.2 Has there ever been damage caused by a water leak? yes no

If so, where did the leak come from?

- dishwasher
- washing machine
- refrigerator
- water heater
- toilet
- shower
- bath
- other: _____

D5. BASEMENT AND FOUNDATION

To your knowledge:

D5.1 What is the type of foundation?

- stone
- wood
- concrete block
- concrete
- don't know
- other: _____

D5.2 Has the basement or the crawl space ever been affected by problems? yes no

If so, what problems?

- foundation crack
- rot
- other: _____

D5.3 Has there ever been a spill of a product in the basement or crawl space? yes no

If so, what is it?

- fuel oil
- oil
- mercury
- other: _____

D6. UNDESIRABLE ANIMALS (VERMIN)

To your knowledge:

D6.1 Have there ever been insects or vermin inside the immovable? yes no

If so, answer the following sub-questions:

a) Which insects or animals?

- carpenter ants
- mice
- rats
- bedbugs
- bats
- other: _____

b) Have you used the services of a professional exterminator? yes no

D7. INTERIOR AIR QUALITY**To your knowledge:**

- D7.1** Has there ever been major and regular condensation in winter? yes no
 If so, where?
 windows
 solariums
 walls
 ceiling
 other: _____
- D7.2** Has there ever been any unpleasant odour? yes no
 If so, what odour?
 sewer
 dampness
 gas
 fuel oil
 other: _____
- D7.3** Have there ever been traces of mould, rot or fungi? yes no
 If so, where?
 windows
 solariums
 walls
 ceiling
 other: _____
- D7.4** Have products that may contain asbestos ever been used? yes no
 If so, specify:
 vermiculite
 tiles
 ceilings
 partitions
 pipe insulation
 other: _____

D8. ROOF**To your knowledge:**

- D8.1** What type of roof covering is installed? don't know
 asphalt shingles
 cedar shingles
 bitumen and gravel
 elastomeric membrane
 sheet metal
 other: _____
- D8.2** In what year was the roof covering installed? _____ don't know
- D8.3** Do you have documents evidencing the replacement of the roof covering? yes no

- D8.4** Does the roof require regular maintenance? yes no
If so, how often? _____ don't know
- D8.5** What type of insulation is in the attic? don't know
 mineral wool
 vermiculite
 urethane
 other: _____
- D8.6** Have there ever been regular ice accumulation or icicles hanging from the roof? yes no

D9. PLUMBING AND DRAINAGE

To your knowledge:

- D9.1** Have there ever been plumbing-related problems? yes no
If so, which ones?
 water leak
 marked variations in water pressure or flow
 freezing pipe
 rusty water
 odour
 drainage problems
 backup
 abnormal noise
 other: _____
- D9.2** Does the immovable have a sump or a water retention pit? yes no
If so, has there ever been rusty water or yellowish or reddish deposit in the sump or in the pit? don't know yes no
- D9.3** Does the immovable have a sump pump? yes no
If so, answer the following sub-questions:
a) How often does the sump pump operate? _____ don't know
b) In what year was the sump pump installed? _____ don't know
- D9.4** Does the immovable have a French drain? don't know yes no
If so, is there a system that allows access to the French drain to inspect it and clean it? yes no
- D9.5** Have modifications been made to plumbing drains or the foundation drain? yes no
- D9.6** In what year was/were the water heater(s) installed? _____ don't know
a) Is it or are they leased? yes no
b) What is the leasing cost? \$ _____ don't know
- D9.7** Does the immovable have a water softener or water filtration system? yes no
- D9.8** Is the immovable serviced by the municipal water supply? yes no
If so, answer the following sub-questions:
a) Is the immovable connected to the municipal water supply? yes no
b) Has the municipal water main ever been changed, repaired or moved? yes (indicate the year _____) no
c) Is it a source that supplies drinking water? yes no
d) Have there ever been problems with the quality or quantity of water? yes no

- D9.9** Is the immovable supplied with water by a source other than the municipal water supply? yes no
- If so, answer the following sub-questions:
- a) What is the source of the water supply? yes no
- artesian well
 - tubular well
 - surface well
 - well point
 - spring tapping
 - other: _____
- b) Is the water supplied by this source safe to drink? yes no
- c) Do you have documents certifying the quality and quantity of water for this source? yes no
- d) Have there ever been problems with the quality or quantity of water of this source? yes no
- D9.10** Is the immovable serviced by the municipal sewer system? yes no
- If so, is the immovable connected to the municipal sewer system? yes no
- D9.11** Does the immovable have a sewage disposal system other than the municipal sewer system? yes no
- If so, answer the following sub-questions:
- a) What type of system does the immovable have?
- septic tank with weeping field
 - sealed septic tank
 - septic tank with leaching field
 - other: _____
- b) Do you have a plan showing the location of this system? yes no
- c) How many bedrooms is the system designed for? _____
- d) In what year was this system installed? _____ don't know
- e) Do you have documents evidencing the features, compliance status and year of installation? yes no
- f) Is the system emptied by the municipality? yes no
- g) When was the system last emptied (date)? _____ don't know
- h) Do you have documents evidencing that the system is always emptied and maintained? yes no
- i) Have you ever received a notice of non-compliance regarding your sewage disposal system? yes no
- D9.12** Have there ever been problems with the sewage disposal system? yes no
- If so, which ones?
- odour
 - overflowing
 - other: _____
- D9.13** Is the immovable equipped with a backflow valve (to prevent sewer and rainwater backups)? don't know yes no

D10. ENERGY

To your knowledge:

- D10.1** Is the immovable serviced by power utilities? yes no
- If so, is the immovable connected to these power utilities? yes no
- D10.2** Have there ever been electrical problems (light blinking abnormally, fuse or circuit breaker that blows or trips repeatedly, defective outlet or switch or other)? yes no



D10.3 Is the immovable serviced by natural gas services? yes no

If so, answer the following sub-questions:

a) Is the immovable connected to natural gas services? yes no

b) Have there ever been gas-related problems? yes no

If so, which ones?

yellow or orange flame

leak

irregular supply

odour

other: _____

D10.4 Does the immovable have an integrated generator? yes no

If so, have there ever been problems related to the generator? yes no

D10.5 Has the electrical panel ever been replaced? yes no

If so, in what year? _____ don't know

D10.6 Does the immovable have charging stations for electric cars? yes no

If so, what are the terms and conditions of use of charging stations (private station, paying user or other)?

D10.7 Does the immovable have a system that improves energy efficiency? yes no

If so, which one?

wind turbine

solar panel

other: _____

D10.8 Did the immovable receive an energy efficiency certification? yes no

If so, answer the following sub-questions:

a) what certification is it?

Novoclimat

Energy rating

Green house

LEED

other: _____

b) when was this certification obtained? _____ don't know

D11. TELECOMMUNICATIONS

To your knowledge:

D11.1 Are telecommunications services available in the area where the immovable is located? yes no

If so, which ones?

Internet

telephone

cellular network

cable

D11.2 Is the immovable connected to a telecommunications service? yes no



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D12. HEATING, AIR CONDITIONING AND VENTILATION**To your knowledge:****D12.1** What type of energy does the main heating system use?

- fuel oil
 electricity
 natural gas
 wood
 geothermal
 other: _____

D12.2 Does the heating system include a furnace? yes no**D12.3** What is the year of installation of the furnace or the main components of the heating system? _____ don't know**D12.4** Does the heating system include an oil tank? yes no

If so, in what year was it installed? _____

 don't know**D12.5** Does the immovable have heated floors or ceilings? yes no

If so, in what year were they installed? _____

 don't know**D12.6** Do you have a maintenance contract for the heating system? yes no**D12.7** Have there ever been problems with the heating system? yes no**D12.8** Are certain rooms difficult to heat? yes no

If so, which ones: _____

D12.9 Does the immovable have a supplemental heating device? yes no

If so, answer the following sub-questions:

a) What is the type of device?

- stove
 fireplace
 other: _____

b) What is the energy source used by this device?

- fuel oil
 electricity
 natural gas
 wood
 propane
 granules
 other: _____

c) Do you have documents evidencing the features and year of installation of the device?

 yes no

d) In what year was it installed? _____

 don't know

e) How often is the device used? _____

 don't know

f) Have there ever been problems with the supplemental heating system?

 yes no

g) Does it comply with applicable regulations?

 yes no**D12.10** Does the main or supplemental heating system include a chimney? yes no

If so, answer the following sub-questions:

a) When was the chimney last swept (date)? _____

 don't know

b) How often is the chimney swept? _____

 don't know

- c) Do you have documents evidencing the features and year of installation of the chimney? yes no
 d) Does it comply with applicable regulations? yes no

D12.11 Does the immovable have a geothermal system? yes no

If so, answer the following sub-questions:

- a) In what year was the system installed? _____ don't know
 b) Have there ever been problems with the geothermal system? yes no
 c) Is the geothermal system certified by the Canadian Coalition of Geothermal Energy (CCGE)? yes (indicate the certification number: _____) no

D12.12 Does the immovable have a heat pump (heating AND air conditioning)? yes no

If so, answer the following sub-questions:

- a) Is it a wall-mounted or central heat pump? _____ don't know
 b) In what year was it installed? _____ don't know
 c) Do you have documents evidencing the features and year of installation of the device? yes no
 d) Do you have a maintenance contract for the heat pump? yes (indicate the date of the last maintenance: _____) no
 e) Have there ever been problems with the heat pump? yes no

D12.13 Does the immovable have a permanent air conditioning system? yes no

If so, answer the following sub-questions:

- a) Is it a wall-mounted or central air conditioning system? _____ don't know
 b) In what year was it installed? _____ don't know
 c) Do you have documents evidencing the features and year of installation of the device? yes no
 d) Do you have a maintenance contract for the air conditioning system? yes (indicate the date of the last maintenance: _____) no
 e) Have there ever been problems with the air conditioning system? yes no

D12.14 Does the immovable have an air exchanger? yes no

If so, answer the following sub-questions:

- a) In what year was it installed? _____ don't know
 b) Do you have documents evidencing the features and year of installation of the air exchanger? yes no
 c) Do you have a maintenance contract for the air exchanger? yes (indicate the date of the last maintenance: _____) no
 d) Have there ever been problems with the air exchanger? yes no

D13. INSPECTION AND OTHER EXPERT REPORTS

To your knowledge:

D13.1 Has the immovable ever been inspected? yes no

If so, can you provide these reports? yes no

If not, why? _____

D13.2 In addition to those already mentioned, have there ever been any other tests or expert evaluations done on the immovable (pyrite, pyrrhotite, radon, ochre deposits, Urea-formaldehyde foam insulation (UFFI), asbestos, air quality, water quality or flow, foundation drain or other)? yes no

If so, can you provide documents evidencing these tests or expert reports? yes no

If not,

a) why? _____

b) what was the problem revealed by the expert report, if any? _____



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D14. OTHER INFORMATION

To your knowledge:

- D14.1 In addition to those already mentioned, has the immovable ever sustained damage following events such as ice storm, wind storm, flood, fire or other? yes no
- D14.2 Beyond the limits of federal and provincial legislation, if applicable, have cannabis, drugs, chemicals or hazardous products ever been produced or grown on the property? yes no
- D14.3 Has there ever been a suicide or violent death in the immovable? yes no
- D14.4 Have major work or renovations ever been done to the immovable other than those already mentioned (e.g. modifications to room division, replacement of floor covering)? yes no
If so, describe these works in section D15 and answer the following questions:
 - a) Have drawings and specifications been prepared for this work? yes no
 - b) Did you obtain the necessary permits to carry out such work? yes no
- D14.5 In addition to those mentioned above, could other factors have an impact on the value of the immovable, the income generated thereby, the expenses relating thereto and use thereof? yes no

D15. DETAILS

This section allows you to clarify the answers given above, where necessary.

IMPORTANT: indicate the number of the declaration to which the details apply.

Clause number	Details*
	* Enter here any information or details regarding the situation being declared, such as where it occurred, in what year and, if applicable, how the situation was resolved. (Example: invoices, description of problems or work performed; where, when, how and whether the problem has been resolved.) Provide an explanation for any question that is not being answered in this form.

If space is insufficient, the "Annex G – General" form can be used. This annex is an integral part of this form: _____

REMINDER: PROVIDE ALL DOCUMENTS AVAILABLE THAT SUPPORT THE DECLARATIONS.

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D16. SIGNATURES

ORGANISME D'AUTORÉGLÉMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

The AGENCY or the BROKER declares being duly registered with the Organisme d'autoréglementation du courtage immobilier du Québec (OACIQ).

The mission of the OACIQ is to protect the public. In particular, it ensures that brokerage transactions are carried out in compliance with the *Real Estate Brokerage Act*. It oversees the activities of real estate brokers and agencies and enforces the rules of professional conduct. The OACIQ issues licences to real estate brokers and agencies. Consumers may contact the OACIQ to submit a request for assistance or investigation regarding a real estate broker or agency, or to get information on real estate transactions and the oversight of licence holders.

Initials of BROKER acting under the brokerage contract identified on page 1.

The form must be signed in two copies, by hand or using an electronic signature system.

IMPORTANT: make sure you read the box at the beginning of the form before signing.

By signing below, the SELLER agrees for this form and any amendment thereto to be provided to any person involved in the transaction (prospective buyer, broker, inspector, chartered appraiser, financial institution or other). The SELLER agrees to provide or make available all documentation in support of these declarations.

If the brokerage contract identified above is stipulated to be non-exclusive, the SELLER agrees for this form and any amendment thereto, along with supporting documentation, to be provided or made available to any other AGENCY or BROKER with whom the SELLER has signed, during the term of this brokerage contract, an agreement for the sale, exchange or lease of the IMMOVABLE.

The SELLER undertakes to notify his broker should he obtain additional information regarding the immovable after signing this form, or should any of the declarations herein require amending.

Signed in _____,
on _____, at _____ : _____.
DATE

SELLER 1 OR HIS REPRESENTATIVE: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF SELLER 1 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,
on _____, at _____ : _____.
DATE

SELLER 3 OR HIS REPRESENTATIVE: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF SELLER 3 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,
on _____, at _____ : _____.
DATE

SELLER 2 OR HIS REPRESENTATIVE: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF SELLER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,
on _____, at _____ : _____.
DATE

SELLER 4 OR HIS REPRESENTATIVE: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF SELLER 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS



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ACKNOWLEDGEMENT OF RECEIPT – The BUYER acknowledges having received a copy of this form.

Signed in _____,
on _____, at _____ : _____.
DATE

Signed in _____,
on _____, at _____ : _____.
DATE

BUYER 1 OR HIS REPRESENTATIVE: FIRST NAME AND LAST NAME (PLEASE PRINT)

BUYER 2 OR HIS REPRESENTATIVE: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF BUYER 1 OR HIS REPRESENTATIVE

SIGNATURE OF BUYER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

Signed in _____,
on _____, at _____ : _____.
DATE

Signed in _____,
on _____, at _____ : _____.
DATE

BUYER 3 OR HIS REPRESENTATIVE: FIRST NAME AND LAST NAME (PLEASE PRINT)

BUYER 4 OR HIS REPRESENTATIVE: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF BUYER 3 OR HIS REPRESENTATIVE

SIGNATURE OF BUYER 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

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MANDATORY FORM

**EXCLUSIVE BROKERAGE CONTRACT – PURCHASE
CHIEFLY RESIDENTIAL IMMOVABLE CONTAINING LESS
THAN 5 DWELLINGS EXCLUDING CO-OWNERSHIP**

NOTE – This form is to be used when an exclusive brokerage contract concerning a chiefly residential immovable containing less than five dwellings excluding co-ownership is signed with a natural person.

1. IDENTIFICATION OF THE PARTIES

IDENTIFICATION OF THE AGENCY OR BROKER	
NAME OF AGENCY OR BROKER _____ <input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account _____ _____ _____ _____ _____ _____ ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL _____ REPRESENTED BY Licence number: [][][][][][] <input type="checkbox"/> carrying on activities within the following business corporation: _____ NAME OF BUSINESS CORPORATION _____	NAME OF AGENCY OR BROKER _____ <input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account _____ _____ _____ _____ _____ _____ ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL _____ REPRESENTED BY Licence number: [][][][][][] <input type="checkbox"/> carrying on activities within the following business corporation: _____ NAME OF BUSINESS CORPORATION _____
(hereinafter called "the AGENCY" or "the BROKER")	

IDENTIFICATION OF THE BUYER	
_____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 1 AND HIS REPRESENTATIVE, IF APPLICABLE _____ _____ _____ _____ _____ _____ _____ NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 3 AND HIS REPRESENTATIVE, IF APPLICABLE _____ _____ _____ _____ _____ _____ _____ NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 1 AND HIS REPRESENTATIVE, IF APPLICABLE	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 2 AND HIS REPRESENTATIVE, IF APPLICABLE _____ _____ _____ _____ _____ _____ _____ NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 4 AND HIS REPRESENTATIVE, IF APPLICABLE
(hereinafter called "the BUYER")	

1.1 The BUYER's identity was verified on _____ using the following document for:

DATE

BUYER 1 or his REPRESENTATIVE

- Driver's Licence, Health Insurance Card, Permanent Resident Card, Passport, Other ID document (with photo)

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: [][][][] [][][] [][][]

Profession or principal activity: _____

BUYER 2 or his REPRESENTATIVE

- Driver's Licence, Health Insurance Card, Permanent Resident Card, Passport, Other ID document (with photo)

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: [][][][] [][][] [][][]

Profession or principal activity: _____

BUYER 3 or his REPRESENTATIVE

- Driver's Licence, Health Insurance Card, Permanent Resident Card, Passport, Other ID document (with photo)

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: [][][][] [][][] [][][]

Profession or principal activity: _____

BUYER 4 or his REPRESENTATIVE

- Driver's Licence, Health Insurance Card, Permanent Resident Card, Passport, Other ID document (with photo)

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: [][][][] [][][] [][][]

Profession or principal activity: _____

1.2 If the BUYER is represented, indicate:

Nature of relationship between BUYER 1 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 1, indicate:

Date of birth: [][][][] [][][] [][][]

Profession or principal activity: _____

Nature of relationship between BUYER 2 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 2, indicate:

Date of birth: [][][][] [][][] [][][]

Profession or principal activity: _____

Nature of relationship between BUYER 3 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 3, indicate:

Date of birth: [][][][] [][][] [][][]

Profession or principal activity: _____

Nature of relationship between BUYER 4 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 4, indicate:

Date of birth: [][][][] [][][] [][][]

Profession or principal activity: _____



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2. OBJECT AND TERM OF CONTRACT

2.1 The BUYER retains the exclusive services of the AGENCY or the BROKER to search for an immovable as described hereunder and conclude an agreement to purchase. This contract ends at 11:59 p.m. on _____.

DATE

Failing a stipulation as to its end date, this contract shall end 30 days after its making.

Unless otherwise stipulated in clause 10.1, this contract may be terminated at any time, without reason by the BUYER. The BUYER may be required to pay the costs and expenses incurred to that point by the AGENCY or the BROKER or to pay compensation for any damage suffered.

Where this contract is stipulated to be non-terminable, the BUYER may still, in accordance with section 28 of the *Real Estate Brokerage Act* (CQLR, chapter C-73.2), terminate it at his discretion within three days after receiving a duplicate of the contract signed by the parties. This contract is terminated by operation of law as of the sending or delivery of a written notice to the licence holder.

This contract may only be terminated by the AGENCY or the BROKER for a serious reason. Such termination may not be made at an inconvenient time, in a manner prejudicial to the BUYER, otherwise, the AGENCY or the BROKER may be required to compensate the BUYER for any damage suffered.

In accordance with section 29.1 of the *Real Estate Brokerage Act*, and unless an exception is prescribed by the regulations of the Organisme d'autoréglementation du courtage immobilier du Québec, this contract shall be terminated by the BROKER or the AGENCY when the BROKER or the AGENCY becomes aware that the BUYER intends to make a proposal to purchase, lease or exchange the immovable covered by another contract entered into by the BROKER or the AGENCY for the purposes of its sale, lease or exchange. In this case, this contract shall be terminated by operation of law upon the BROKER or the AGENCY sending or submitting a substantiated written notice to the BUYER, which shall notably indicate the immovable concerned.

3. ESSENTIAL FEATURES OF THE IMMOVABLE

3.1 _____

(E.G. RESIDENTIAL, LEASE, VACATION PROPERTY, SITE, LOCATION OR ADDRESS OF IMMOVABLE)

(hereinafter called "the IMMOVABLE")

4. ESSENTIAL FEATURES OF THE IMMOVABLE

4.1 _____

(E.G. TYPE OF CONSTRUCTION, YEAR BUILT, NUMBER OF ROOMS, BEDROOMS, BATHROOMS, POWDER ROOMS, LOT SIZE, GARAGE, POOL, WATERFRONT, NEAR SCHOOL OR OTHER SERVICES)

5. DESIRED PRICE AND TERMS OF PURCHASE

5.1 Desired purchase price: _____ dollars

(\$ _____).

5.2 Desired date or time frame for signing of the deed of sale: _____

5.3 Desired date or time frame for occupancy: _____

3/7

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6. REMUNERATION

6.1 The BUYER shall pay to the AGENCY or the BROKER, in the cases provided in 1, 2, 3 of this clause, remuneration of:

_____ percent (_____ %) of the price indicated on a promise to purchase, in the cases provided in 1, 2, or of the desired price indicated in clause 5.1, in the case provided in 3 plus applicable taxes.

OR

a lump sum of: _____ dollars
(\$ _____) plus applicable taxes.

1. If an agreement relating to the purchase of an immovable referred to in clause 3.1, to which the BUYER is party, is concluded during the term of this contract, whether through the AGENCY or BROKER or not, and all conditions thereof are fulfilled, except the signing of the deed of sale and the payment of the purchase price; or
2. where an agreement relating to the purchase of an immovable referred to in clause 3.1, to which the BUYER is party, takes place within 180 days following the end date or termination date of this contract, where the BUYER was interested in this immovable during the term of the contract, unless, during this period, the BUYER concluded in good faith with another agency or another broker a contract stipulated to be exclusive for the purchase of an immovable referred to in clause 3.1; or
3. where the BUYER voluntarily prevents the performance of this contract.

6.2 The AGENCY or the BROKER undertakes to collect any remuneration due by another agency or broker. The amount of remuneration thus collected by the AGENCY or the BROKER shall be deducted from the remuneration provided for in this contract.

WARNING: The amount of remuneration offered by another agency or broker may vary from one agency (broker) to another and from one property to another. It may also exceed the remuneration rate or the lump sum that was agreed upon between the BUYER and the AGENCY or the BROKER. The AGENCY or the BROKER should inform the BUYER of the amount of remuneration he can expect to receive if a transaction takes place before the BUYER makes a purchase proposal to conclude one.

Likewise, if the AGENCY or the BROKER collects remuneration under another brokerage contract to which it is a party, the portion offered as share to another agency or another broker shall be deducted from the remuneration provided for in this contract.

6.3 The AGENCY or the BROKER shall not be entitled to any remuneration from the BUYER in the following cases:

1. if the AGENCY or the BROKER or the broker representing the AGENCY, for the purpose of this contract, sells to the BUYER an immovable in which:
 - a) he holds an interest;
 - b) a partnership or legal person controlled by him holds an interest.

OR

2. if one of the following persons or partnerships sells to the BUYER an immovable in which he holds an interest:
 - a) the married, civil union, or de facto spouse of the BROKER or of the broker representing the AGENCY;
 - b) a legal person or a partnership controlled by the married, civil union or de facto spouse of the BROKER, or of the broker representing the AGENCY.

OR

3. If, through the seller's fault, the deed of sale is not signed, or the purchase price is not paid.

7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

7.1 During the term of this contract, the BUYER undertakes not to, directly or indirectly:

1. negotiate or take steps on his own, or through a person other than the AGENCY or the BROKER, with the owner of any immovable referred to in clause 3.1;
2. become party to an agreement to purchase, exchange or lease any immovable referred to in clause 3.1, other than as a result of the services of the AGENCY or the BROKER.

7.2 Notwithstanding clause 7.1, the BUYER shall have the right to visit an immovable when it is open to the public without an appointment (Open House). However, the BUYER undertakes to disclose, at the time of the visit, that he is represented by the AGENCY or the BROKER. He also undertakes to disclose to the AGENCY or the BROKER any interest he may have in an immovable, including as a result of such visit.

7.3 The BUYER declares that, unless stipulated otherwise in clause 10.1, he has not concluded any brokerage contract to purchase, which may still be in effect, with an agency or a broker other than the AGENCY or the BROKER, nor any promise to purchase, exchange or lease, or any lease with a right of first refusal in his favour with the owner of any immovable referred to in clause 3.1.

8. OBLIGATIONS OF THE AGENCY OR THE BROKER

- 8.1 In accordance with generally accepted practices, the AGENCY or the BROKER undertakes:
1. to perform the object of the contract loyally, diligently and competently;
 2. to submit, as soon as possible, any written promise to purchase, lease or exchange received from the BUYER regarding the IMMOVABLE;
 3. to make all the usual verifications and to demonstrate the accuracy of the facts or data that are not coming from another agency or broker that he provides to the BUYER;
 4. to inform the BUYER in writing, without delay, of any interest that this AGENCY or BROKER or the broker representing the AGENCY, for the purpose of this contract, holds in any immovable submitted to the BUYER and to terminate this contract before the BUYER submits a transaction proposal on this immovable;
 5. should the BUYER intend to make a proposal to purchase, lease or exchange an immovable covered by another contract entered into by the BROKER or the AGENCY for the purposes of its sale, lease or exchange:
 - a) notify the BUYER of the obligation of the BROKER or the AGENCY to terminate this contract in accordance with section 29.1 of the *Real Estate Brokerage Act* by indicating, among other things, the immovable concerned and advising the BUYER to enter into a new contract to purchase an immovable with another broker or agency; or
 - b) inform the BUYER of the exception that applies to the BROKER or the AGENCY allowing the notice referred to in paragraph (a) not to be sent, namely:
 - i) there is no other licence holder whose establishment is situated within a 50-kilometer radius of the immovable for which the BUYER intends to make a proposal for the purposes of its purchase, lease or exchange who may act as the BUYER's intermediary; or
 - ii) the broker representing the AGENCY and identified in clause 1 does not represent the AGENCY in the other contract entered into by the AGENCY for the sale, lease or exchange of the immovable for which the BUYER intends to make a proposal for the purposes of its purchase, lease or exchange;
 6. to inform the BUYER in writing, without delay, of any remuneration agreement that could conflict with the interests of the BUYER;
 7. to disclose to the BUYER in writing, without delay, the identity of any person or partnership owing him any remuneration in accordance with an agreement disclosed under sub-section 6, the nature of the relationship with such person or partnership, and the nature of the remuneration owed, if it is non-monetary benefit;
 8. to disclose to the BUYER, in writing and without delay, any sharing, other than that mentioned in clause 6.2, which he is planning to make of his remuneration, as well as the identity of the person or partnership receiving that share and, in the case of a non-monetary benefit, the nature of the compensation;
 9. to use the information contained in this brokerage contract only in accordance with the terms and conditions stipulated in the contract or by law;
 10. to notify the BUYER in writing, without delay, in the following cases:
 - a) if there is a change in the address of his establishment;
 - b) if his licence is suspended or revoked, if he ceases his activities or if he is otherwise unable to continue to act;
 - c) where he is acting as AGENCY, if the broker representing the AGENCY with the BUYER ceases to act for this AGENCY, or if the identity of the broker representing the AGENCY with the BUYER changes;
 - d) where he is acting as BROKER, whenever he ceases to act on his own account;
 11. to honour any specific commitment made in 10.1;
 12. to give a duplicate of this contract to the BUYER.

9. CHANGE AFFECTING THE AGENCY OR THE BROKER BOUND BY A BROKERAGE CONTRACT

Clauses 9.1 and 9.2 apply to the BROKER, even if this contract is stipulated to be non-terminable.

- 9.1 If the BROKER ceases to carry on brokerage activities on his own account to carry them on instead for an agency, the BUYER may elect to terminate this contract or to continue to do business with the BROKER and to be bound to the agency for which the BROKER will henceforth carry on brokerage activities, by sending the BROKER a notice to that effect. The BUYER shall then be bound to the agency, under the same terms and conditions as those provided for in this contract, from the moment the BROKER begins to act for the agency.

Should such a notice not be sent by the day on which the BROKER begins to carry on brokerage activities for the agency, this contract shall be deemed to be terminated as of that day.

- 9.2 If the BROKER ceases to carry on his activities as a broker, either voluntarily or due to the suspension or revocation of his licence, this contract is deemed terminated when the BROKER ceases his activities or from the time his licence is suspended or revoked, as the case may be.

Clauses 9.3 and 9.4 apply to the AGENCY, even if this contract is stipulated to be non-cancellable.

- 9.3 If the broker referred to in this contract as the AGENCY's representative ceases to carry on brokerage activities for the agency to carry them instead on his account or for another agency, the BUYER may elect to terminate this contract or to continue to do business with the broker or with the AGENCY in accordance with this contract, by sending the AGENCY a notice stating his choice, no later than the day on which the broker ceases to carry on activities for the AGENCY.

If the BUYER elects to continue to do business with the broker, this contract shall be terminated on the date on which the broker ceases to carry on activities for the AGENCY. The BUYER shall then be bound to the BROKER or other agency for which the BROKER now carries on activities, as the case may be, under the same terms and conditions as those provided for in this contract.

Should the notice required under the first paragraph not be sent, by the day on which the broker ceases to carry on his activities for the AGENCY, this contract shall be deemed to be terminated as of that day.

9.4 If the AGENCY ceases to carry on its activities, this contract shall be terminated on the day on which the AGENCY ceases its activities.

If, at that time the AGENCY's broker is to henceforth carry on his activities on his own account, the BUYER may chose to do business with this broker by sending him a notice to this effect. In this case, the BUYER shall be bound to the BROKER now carrying on his activities on his own account as of the date of termination of this contract, under the same terms and conditions as those provided for in this contract.

Likewise, if, when the AGENCY ceases its activities, the AGENCY's broker is to henceforth carry on his activities within a new agency, the BUYER may choose to be bound to this new agency by sending the agency a notice to this effect. In this case, the BUYER shall be bound to the new agency as of the date of termination of this contract, under the same terms and conditions as those provided for in this contract.

10. OTHER DECLARATIONS AND CONDITIONS

10.1 _____

11. ANNEXES

11.1 The provisions set forth in the Annexes identified below form an integral part of this contract:
General Annex AG- [] [] [] [] [] [] Remuneration and Costs Annex RC- [] [] [] [] [] [] Other(s): _____

12. INTERPRETATION

12.1 Unless the context dictates otherwise, the masculine form includes the feminine and neutral forms and vice versa, and the singular includes the plural and vice versa.
12.2 This contract and the performance thereof are governed by the laws of Québec.

13. CONCILIATION, MEDIATION AND ARBITRATION

13.1 In case of dispute between the AGENCY or the BROKER and the BUYER, the Organisme d'autoréglementation du courtage immobilier du Québec may act as conciliator or mediator upon request by the parties. Should conciliation or mediation be unsuccessful, the OACIQ may also arbitrate between the AGENCY or the BROKER and the BUYE, if the parties so request.

(v19 06/2022)

14. SIGNATURES

PRIVACY PROTECTION

The information collected under this contract is necessary for its performance.

The AGENCY or the BROKER protects the privacy of all personal information provided, in accordance with the provisions of the Real Estate Brokerage Act (CQLR, c. C-73.2) and the applicable legislation concerning the protection of personal information. Only BROKER or AGENCY staff may access this information, and only to the extent required by their role. This information will be used exclusively for the purpose of performing this contract. It can be used for other purposes, in the cases prescribed by law. It may be transferred to other individuals or organizations only to the extent authorized by law, or with the BUYER'S consent.

The information and records that the AGENCY or the BROKER has on the BUYER are kept at their establishment. Subject to certain reservations, the law authorizes the BUYER to access and request corrections to this information with the AGENCY or the BROKER.

ORGANISME D'AUTORÉGLÉMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

The AGENCY or the BROKER declares being duly registered with the Organisme d'autoréglementation du courtage immobilier du Québec (OACIQ).

The mission of the OACIQ is to protect the public. In particular, it ensures that brokerage transactions are carried out in compliance with the Real Estate Brokerage Act. It oversees the activities of real estate brokers and agencies and enforces the rules of professional conduct. The OACIQ issues licences to real estate brokers and agencies. Consumers may contact the OACIQ to submit a request for assistance or investigation regarding a real estate broker or agency, or to get information on real estate transactions and the oversight of licence holders.

The parties have requested that this form and all related documents be drawn up in English only. Les parties aux présentes ont exigé que le présent formulaire et tous les documents qui s'y rattachent soient rédigés en anglais seulement.

The AGENCY or the BROKER acknowledges having read, understood and agreed to this contract, including any Annexes thereto, and having received a duplicate thereof.

The BUYER acknowledges having read, understood and agreed to this contract, including any Annexes thereto, and having received a duplicate thereof.

Signed in _____,
on _____ DATE, at _____ ; _____.

SIGNATURE OF AGENCY OR BROKER

Signed in _____,
on _____ DATE, at _____ ; _____.

SIGNATURE OF BUYER 1 OR HIS REPRESENTATIVE

Signed in _____,
on _____ DATE, at _____ ; _____.

SIGNATURE OF AGENCY OR BROKER

Signed in _____,
on _____ DATE, at _____ ; _____.

SIGNATURE OF BUYER 2 OR HIS REPRESENTATIVE

Signed in _____,
on _____ DATE, at _____ ; _____.

SIGNATURE OF BUYER 3 OR HIS REPRESENTATIVE

Signed in _____,
on _____ DATE, at _____ ; _____.

SIGNATURE OF BUYER 4 OR HIS REPRESENTATIVE





MANDATORY FORM
PROMISE TO PURCHASE
CHIEFLY RESIDENTIAL IMMOVABLE CONTAINING LESS
THAN FIVE DWELLINGS EXCLUDING CO-OWNERSHIP

NOTE – This form does not constitute the preliminary contract required under articles 1785 and following of the *Civil Code of Québec* for the sale of an immovable by a builder or promoter. Where a preliminary contract is required, a specific form must be used.

1. IDENTIFICATION OF THE PARTIES

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 1 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 1 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CORPORATION)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 2 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 2 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CORPORATION)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 3 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 3 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CORPORATION)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 4 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 4 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR BUSINESS CORPORATION)

(hereinafter called "the BUYER")

(hereinafter called "the SELLER")

2. OBJECT OF THE PROMISE TO PURCHASE

2.1 The BUYER hereby promises to purchase the immovable described hereinafter, at the price and under the conditions stated below, through:

_____, broker

--	--	--	--	--

LICENCE NUMBER

carrying on activities within the following business corporation: _____

representing the following agency: _____ or acting on his own account.

3. SUMMARY DESCRIPTION OF THE IMMOVABLE

3.1 The immovable, with building erected, if applicable, is designated as follows:

NUMBER STREET CITY PROVINCE POSTAL CODE

CADASTRAL DESCRIPTION

DIMENSIONS m ft AREA m² ft²

(hereinafter called "the IMMOVABLE")

4. PRICE AND DEPOSIT (PLUS TAXES, IF APPLICABLE)

4.1 **PRICE** – The purchase price shall be _____ dollars
(\$ _____) which the BUYER agrees to pay in full upon the signing of the deed of sale.

4.2 The IMMOVABLE is not subject **OR** is subject to the Goods and Services Tax and the Québec Sales Tax in a proportion of _____%. Consequently, any tax that may be imposed as a result of the sale and to be collected by the SELLER under applicable tax laws shall, upon the signing of the deed of sale, be remitted by the BUYER to the SELLER for this purpose.

4.3 **DEPOSIT** – If the BUYER chooses to pay a deposit, he shall remit to the broker identified in clause 2.1 (hereinafter called the "TRUSTEE"), as a deposit on the sale price to be paid, a sum of _____ dollars (\$ _____), as well as bank fees, if applicable. The deposit may be remitted with this promise to purchase **OR** within 72 hours following fulfilment of the conditions outlined in the promise to purchase, excluding the signing of the deed of sale before the notary and the payment of the purchase price:

by cheque "payable to the order of _____ in trust."
NAME OF AGENCY OR BROKER TRUSTEE

by electronic transfer from _____ . It is understood that the sum in Canadian dollars deposited in the trust
COUNTRY
account of the TRUSTEE, after deduction of the exchange rate and banking fees, if applicable, will be the amount of the deposit paid.

by bank draft "payable to the order of _____ in trust."
NAME OF AGENCY OR BROKER TRUSTEE

Upon receipt, the amount shall be deposited without delay in the trust account of _____
NAME OF AGENCY OR BROKER TRUSTEE
until the sum is required by the acting notary for the purpose of the deed of sale, whereupon that sum shall be applied against the purchase price. As soon as this sum is deposited into his trust account, the TRUSTEE shall give the depositor a receipt.

Should this promise to purchase become null and void, the TRUSTEE shall immediately refund the deposit to the depositor, without interest. The TRUSTEE shall require that the request for a refund be made in writing. Otherwise, the TRUSTEE may use that deposit only in accordance with this promise to purchase or with the law.

If the deposit is to be paid within 72 hours and the BUYER does not remit this sum within the above-mentioned period, the SELLER shall notify the BUYER, in writing, within five (5) days following the expiry of this period, that he grants the BUYER an additional period, failing which the promise to purchase shall become null and void. Should the SELLER fail to notify the BUYER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

5. METHOD OF PAYMENT

- 5.1 **DEPOSIT** – Deposit paid in accordance with clause 4.3 of this promise to purchase: \$ _____
- 5.2 **ADDITIONAL SUM** – Within the deadline indicated by the acting notary, the BUYER shall pay, or shall cause to be paid, to the acting notary, in trust, an additional sum: \$ _____
- 5.3 **NEW LOAN** – Within the deadline indicated by the acting notary, the BUYER shall cause to be paid to the notary, in trust, a sum corresponding to any amount to be obtained in the form of a new hypothecary loan in accordance with clause 6.1: \$ _____
- 5.4 **EXISTING LOAN** – The BUYER shall assume, in accordance with Financing Annex AF- [| | | | | | |], the obligations relating to the existing hypothecary loans, of which the overall balance is approximately: \$ _____
- 5.5 **BALANCE OF THE SALE PRICE** – The BUYER shall pay to the SELLER, in accordance with Financing Annex AF- [| | | | | | |], the balance of the sale price: \$ _____
- TOTAL PRICE** \$ _____

6. NEW HYPOTHECARY LOAN

- 6.1 **TERMS AND CONDITIONS** – The BUYER undertakes to take in good faith, as soon as possible and at his expense, all steps necessary to obtain a loan of \$ _____, secured by hypothec; this loan bearing interest at the current rate, which shall not exceed _____ % per annum (calculated semi-annually and not in advance), shall be calculated according to a maximum amortization plan of _____ years, the balance becoming due in a minimum of _____ years.

In his efforts to obtain such a loan, the BUYER declares that:

he is bound by an exclusive mortgage brokerage contract;

OR

he is not bound by an exclusive mortgage brokerage contract.

- 6.2 **UNDERTAKING** – The BUYER undertakes to supply to the SELLER, within _____ days following acceptance of this promise to purchase, a copy of the undertaking by a hypothecary lender to grant the BUYER a loan in the amount set out in clause 6.1 or higher. Receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions set out in clause 6.1.
- 6.3 **ABSENCE OF UNDERTAKING** – In the absence of proof of such an undertaking, the SELLER may, within a period of five (5) days following the expiry of the period set out in clause 6.2 or following receipt of a notice of refusal, notify the BUYER, in writing:
- a) that he is requiring the BUYER to file immediately, at his expense, with a hypothecary lender designated by the SELLER, a new application for an hypothecary loan conforming to the conditions set out in clause 6.1. Should the BUYER not succeed in obtaining, within the time period specified in the SELLER's notice, a written undertaking from that hypothecary lender to grant the BUYER the loan applied for, this promise to purchase shall become null and void. However, the receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions of this section;
- OR**
- b) that he renders this promise to purchase null and void. This notice shall take effect upon its receipt by the BUYER.

Where the SELLER does not avail himself of the provisions of paragraph (a) or (b) above within the specified time period, this promise to purchase shall become null and void.

7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

- 7.1 Subject to clause 8.1, to any stipulation to the contrary in clause 12.1, and to the declarations by the SELLER, the BUYER has visited the IMMOVABLE, on _____, and declares that he is satisfied therewith.
DATE
- 7.2 The BUYER declares that he is not bound **OR** he is bound to the agency or the broker identified in clause 2.1 by a brokerage contract to purchase.

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THE OACIQ DEVELOPS FORMS AS PART OF ITS PUBLIC PROTECTION MISSION.

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- 7.3 The costs and fees of the deed of sale, of its registration and of the copies required for all the parties shall be at the BUYER's expense.
- 7.4 Transfer duties following the signing of the deed of sale shall be at the BUYER's expense.
- 7.5 The BUYER may not sell, assign or otherwise alienate his rights in this promise to purchase without obtaining the prior written consent of the SELLER.
- 7.6 **DAMAGES** – In the event that no deed of sale is signed for the IMMOVABLE through the BUYER's fault, the BUYER acknowledges that, in addition to the damages he may have to pay to the SELLER, he may have to compensate directly the agency or the broker, bound to the SELLER by brokerage contract, in accordance with the ordinary rules of law, by paying damages that can be equivalent to the remuneration that the SELLER would otherwise have had to pay.

8. INSPECTION BY A PERSON CHOSEN BY THE BUYER

WARNING: A PROMISE TO PURCHASE WITHOUT AN INSPECTION CLAUSE IS APPROPRIATE ONLY IN SPECIAL CIRCUMSTANCES, FOR EXAMPLE, WHEN THE IMMOVABLE IS TO BE REPLACED OR SUBSTANTIALLY RENOVATED.

- 8.1 This promise to purchase is conditional upon the BUYER being permitted to have the IMMOVABLE inspected by a building inspector or a professional within a period of _____ days following acceptance of this promise to purchase. Should this inspection reveal the existence of a factor relating to the IMMOVABLE and liable to significantly reduce the value thereof, reduce the income generated thereby or increase the expense relating thereto, the BUYER shall notify the SELLER, in writing, and shall give him a copy of the inspection report no later than the 4th day following the expiry of the above-mentioned time period, before 8:00 pm. This promise to purchase shall become null and void upon receipt, by the SELLER, of this notification together with a copy of the inspection report. Should the BUYER fail to notify the SELLER within the time period and in the manner specified above, he shall be deemed to have waived this condition.

OR

By initialing this box, the BUYER acknowledges having been informed of his right to have the IMMOVABLE inspected by a building inspector or a professional and having waived his right to do so. He also acknowledges having been informed by the broker identified in clause 2.1 of the risks of not having an inspection conducted.

9. REVIEW OF DOCUMENTS BY THE BUYER

- 9.1 This promise to purchase is conditional upon the BUYER's examination and verification of the following documents:

To this effect, the SELLER shall submit to the BUYER a copy of the above documents within _____ days following acceptance of this promise to purchase.

Should the BUYER not be satisfied upon examining and verifying these documents or should he fail to receive them within the specified time period and wishes to make this promise to purchase null and void as a result, he shall notify the SELLER, in writing, within seven (7) days following the expiry of the above mentioned time period.

This promise to purchase shall become null and void upon receipt of this notification by the SELLER. Should the BUYER fail to notify the SELLER within the above mentioned time period, he shall be deemed to have waived this condition.

10. DECLARATIONS AND OBLIGATIONS OF THE SELLER

10.1 The SELLER declares that:

1. he is the sole owner of the IMMOVABLE or is duly authorized to sign this promise to purchase;
2. he is a Canadian resident within the meaning of the *Income Tax Act* [RSC 1985, c. 1 (5th Supp.)] and the *Taxation Act* (CQLR, Chapter 1-3) and does not intend to change this residence until the signing of the deed of sale, otherwise the tax provisions concerning the issuance of a certificate of compliance or the withholding of a portion of the sale price shall be applied;

3. the IMMOVABLE is not the subject of an agreement to sell or exchange it;
4. the IMMOVABLE is not the subject of an agreement to lease it under conditions that would result in preventing the sale from taking place;
5. the IMMOVABLE is not the subject of a pre-emptive right in favour of a third party;
6. the IMMOVABLE is not an immovable referred to in article 1785 of the *Civil Code of Québec*, i.e. an existing or planned residential immovable sold by the builder or a promoter to a natural person who acquires it to occupy it, whether or not the sale includes the transfer to this buyer of the seller's rights over the land;
7. the IMMOVABLE is sold with legal warranty of ownership and quality unless otherwise stipulated in clause 12.1.

10.2 DELIVERY OF THE IMMOVABLE – The SELLER promises to sell the IMMOVABLE to the BUYER and, unless stipulated otherwise in clause 12.1, undertakes to deliver the IMMOVABLE in the condition in which it was when the BUYER visited it.

10.3 OWNERSHIP DOCUMENTS – The SELLER shall supply the BUYER with a valid title of ownership. The IMMOVABLE shall be sold free of any real right or other charges, other than the usual and apparent servitudes of public utility. The SELLER shall be warrantor towards the BUYER for any violation of the restrictions of public law that affect the IMMOVABLE and that are exceptions to the ordinary law of ownership, except those appearing on the certificate of location provided to the BUYER.

The SELLER shall supply to the BUYER a true copy of his act of acquisition and of his certificate of location for the IMMOVABLE:

- reflecting any operation, amendment or cadastral renovation;
- reflecting the current physical state of premises (e.g. heat pump, terrace, fence, shed, swimming pool), the restrictions of private law (e.g. servitude, real rights or other charges), and the restrictions of public law (e.g. municipal by-laws);

The BUYER who wishes to obtain another certificate of location shall bear the cost thereof.

The SELLER shall also supply to the BUYER, upon request, any documents in his possession concerning the IMMOVABLE. These documents shall be forwarded to the acting notary identified in clause 11.1.

10.4 COSTS RELATING TO REPAYMENT AND CANCELLATION – The costs relating to the repayment and cancellation of any debt secured by hypothec, prior claim or any other real right affecting the IMMOVABLE shall be borne by the SELLER, unless otherwise stipulated in clause 12.1. The costs relating to repayment include any penalty that may be applicable in case of early repayment.

10.5 DEFECT OR IRREGULARITY – Should the BUYER or the SELLER be notified, following the fulfilment of conditions, but before the signing of the deed of sale, of any defect or irregularity whatsoever affecting the titles of the IMMOVABLE or the declarations or obligations of the SELLER contained herein, the SELLER shall, within twenty-one (21) days following receipt of a written notice to that effect, notify the BUYER, in writing, that he has remedied that defect or irregularity at his expense or that he will not remedy it.

Unless the BUYER has already been informed in writing, the BUYER may, within a period of five (5) days following receipt of a notice from the SELLER that the latter will not remedy the defect or irregularity, or following the expiry of the twenty-one (21) day period in the absence of any notice, notify the SELLER, in writing:

- a) that he is purchasing with the alleged defects or irregularities mentioned. Consequently, the SELLER's declarations and obligations shall be reduced accordingly;

OR

- b) that he renders this promise to purchase null and void. Consequently, the fees, expenses and costs reasonably incurred until that time by the BUYER and the SELLER shall be borne only by the SELLER.

Where the BUYER has not availed himself of the provisions of paragraphs (a) or (b) above within the specified time period, this promise to purchase shall become null and void, in which case the BUYER and the SELLER shall each bear the fees, expenses and costs incurred by them respectively.

10.6 INTERVENTION OF SPOUSE – If part of the IMMOVABLE constitutes the SELLER's family residence, or where rendered necessary by the SELLER's matrimonial status, the SELLER undertakes to remit to the BUYER, as soon as this promise to purchase is accepted, either a document evidencing the consent of the married or civil union spouse and an undertaking by his spouse to intervene for the same purposes in the notarial deed of sale, or a copy of a judgment authorizing him to sell the IMMOVABLE without the consent of the married or civil union spouse. Failing that, the BUYER may, by giving written notice to this effect, render this promise to purchase null and void.

10.7 DAMAGES – In the event that, through the SELLER's fault, no deed of sale is signed for the IMMOVABLE, the SELLER acknowledges that, in addition to the damages he may have to pay to the BUYER, he may have to compensate directly the agency or the broker, bound to the BUYER by a brokerage contract to purchase, in accordance with the ordinary rules of law, by paying damages that could be equivalent to the remuneration that the BUYER would otherwise have had to pay.

11. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER

11.1 DEED OF SALE – The BUYER and the SELLER undertake to sign a deed of sale before, _____ notary, on or before _____ . The BUYER shall be the owner upon the signing of the deed of sale. The BUYER and the SELLER hereby authorize the broker ^{DATE} identified in clause 2.1 to forward to the notary identified above the information contained in this form and the annexes thereto, including any related document, within the deadline indicated by the notary.

11.2 OCCUPANCY OF PREMISES – The SELLER undertakes to render the immovable available for occupancy by the BUYER as of _____ at _____ : _____ , and to leave it free of any property not included in this promise to purchase or not assumed ^{DATE} by the BUYER, failing which the BUYER may have it removed at the SELLER's expense. If the SELLER vacates the IMMOVABLE before that date, he shall nevertheless remain responsible, unless otherwise stipulated in clause 12.1, for keeping the immovable in the condition that it was in when the BUYER visited it.

11.3 ADJUSTMENTS – Upon the signing of the deed of sale, all the adjustments in respect of general and special real estate taxes, fuel reserves, and income or expenses relating to the IMMOVABLE shall be made:

as of the date of signing of the deed of sale **OR** as of the date of occupancy.

If the occupancy of the premises is to be subsequent to the signing of the deed of sale, an adjustment in regard of this occupancy shall be made at the signing of the deed of sale, according to the following calculation: the SELLER shall pay an amount equivalent to \$ _____ per month, calculated from the date of signing of the deed of sale to the date of occupancy set out in clause 11.2, as compensation for the SELLER's occupancy of the premises during that period. In such event, heating, electricity and general maintenance costs relating to the premises occupied shall be assumed by the SELLER. In addition, the SELLER shall supply to the BUYER, at his expense, proof of liability insurance. The BUYER and the SELLER instruct the acting notary to pay this compensation to the BUYER from the available sums payable to the SELLER.

11.4 AGENCY OR BROKER REMUNERATION – INSTRUCTIONS TO THE NOTARY – The BUYER and the SELLER irrevocably instruct the acting notary to pay directly to _____ , agency or broker of the SELLER, the remuneration amount set out in the brokerage contract to sell awarded by the SELLER from the available sums payable to the SELLER after payment of any prior or hypothecary claim and any disbursements or fees incurred by the notary, notably for cancelling these claims and other costs. Upon instruction from the agency or broker of the SELLER, the notary shall pay a portion of this remuneration to the agency or broker identified in clause 2.1.

11.5 INCLUSIONS – Included in the sale are the following items:

which are sold without any legal warranty of quality, at the BUYER's own risk, but must be in working order at the time of delivery of the IMMOVABLE.

(v16 06/2022)

12.1 _____

13. ANNEXES

13.1 The provisions set forth in the Declarations by the seller Annex DS- [] and those set forth in the Annexes identified below form an integral part of this promise to purchase:

General Annex AG- [] Residential immovable Annex AR- [] Financing Annex AF- []

Other(s): _____

14. CONDITIONS OF ACCEPTANCE

14.1 The BUYER and the SELLER declare that their consent is not the result of any representation or condition not contained herein. The BUYER is irrevocably committed until _____ : _____ , on _____ .
DATE

If the SELLER accepts this promise to purchase, within this deadline, it shall constitute a contract that is legally binding on the BUYER and the SELLER until proper and full execution. If the SELLER does not accept it, within this deadline, this promise to purchase shall become null and void. A refusal by the SELLER shall render this promise to purchase null and void. A counter-proposal by the SELLER shall have the same effect as a refusal.

15. INTERPRETATION

15.1 Unless the context dictates otherwise, the masculine form includes the feminine and neutral forms and vice versa, and the singular includes the plural and vice versa.

15.2 This contract and the performance thereof are governed by the laws of Québec.

V16 06/2022

16. SIGNATURES

ORGANISME D'AUTORÉGLÉMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

The AGENCY or the BROKER declares being duly registered with the Organisme d'autoréglementation du courtage immobilier du Québec (OACIQ).

The mission of the OACIQ is to protect the public. In particular, it ensures that brokerage transactions are carried out in compliance with the *Real Estate Brokerage Act*. It oversees the activities of real estate brokers and agencies and enforces the rules of professional conduct. The OACIQ issues licences to real estate brokers and agencies. Consumers may contact the OACIQ to submit a request for assistance or investigation regarding a real estate broker or agency or to get information on real estate transactions and the oversight of licence holders.

Initials of BROKER identified in clause 2.1.

The parties have requested that this form and all related documents be drawn up in English only. *Les parties aux présentes ont exigé que le présent formulaire et tous les documents qui s'y rattachent soient rédigés en anglais seulement.*

BUYER – The BUYER acknowledges having read, understood and agreed to this promise to purchase, including any annexes thereto, and having received a copy thereof.

Signed in _____,

on _____ DATE _____, at _____ : _____.

SIGNATURE OF BUYER 1 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,

on _____ DATE _____, at _____ : _____.

SIGNATURE OF BUYER 3 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,

on _____ DATE _____, at _____ : _____.

SIGNATURE OF BUYER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,

on _____ DATE _____, at _____ : _____.

SIGNATURE OF BUYER 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS



THE OACIQ DEVELOPS FORMS AS PART OF ITS PUBLIC PROTECTION MISSION.

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SELLER’S REPLY – The SELLER acknowledges having read and understood this promise to purchase, including any annexes thereto, and having received a copy thereof.

The **SELLER** _____ ^{“ACCEPTS OR REFUSES”} **this promise to purchase** **with the enhancements EA -** [] [] [] [] [] **OR**

submits a counter-proposal CP - [] [] [] [] [] **.**

Signed in _____,
on _____, at _____: _____.
DATE

SIGNATURE OF SELLER 1 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,
on _____, at _____: _____.
DATE

SIGNATURE OF SELLER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,
on _____, at _____: _____.
DATE

SIGNATURE OF SELLER 3 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,
on _____, at _____: _____.
DATE

SIGNATURE OF SELLER 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

INTERVENTION OF THE MARRIED OR CIVIL UNION SPOUSE OF THE SELLER – The undersigned declares to be the spouse of the SELLER, to consent to and, where applicable, concur in the acceptance of this promise to purchase, including any annexes thereto, and to undertake to intervene in the notarial deed of sale for all legal purposes.

Signed in _____,
on _____, at _____: _____.
DATE

SIGNATURE OF SELLER’S 1 SPOUSE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,
on _____, at _____: _____.
DATE

SIGNATURE OF SELLER’S 2 SPOUSE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,
on _____, at _____: _____.
DATE

SIGNATURE OF SELLER’S 3 SPOUSE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,
on _____, at _____: _____.
DATE

SIGNATURE OF SELLER’S 4 SPOUSE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

ACKNOWLEDGEMENT OF RECEIPT – The BUYER acknowledges having received a copy of the SELLER’s reply.

Signed in _____,
on _____, at _____ : _____.
DATE

SIGNATURE OF BUYER 1 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,
on _____, at _____ : _____.
DATE

SIGNATURE OF BUYER 3 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,
on _____, at _____ : _____.
DATE

SIGNATURE OF BUYER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,
on _____, at _____ : _____.
DATE

SIGNATURE OF BUYER 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS



THE OACIQ DEVELOPS FORMS AS PART OF ITS PUBLIC PROTECTION MISSION.

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PP 00001

(V16 06/2022)

M.O., 2022**Order 2022-001 of the Minister of Higher Education dated 31 May 2022**

Act respecting private education
(chapter E-9.1)

Regulation to amend the Regulation respecting private educational institutions at the college level

THE MINISTER OF HIGHER EDUCATION,

CONSIDERING paragraph 3 of section 112 of the Act respecting private education (chapter E-9.1), which provides that the Minister of Higher Education may, by regulation, determine the form and tenor of student records and the register of enrollment which a private educational institution at the college level must keep;

CONSIDERING the publication in Part 2 of the *Gazette officielle du Québec* of 2 February 2022 of a draft Regulation to amend the Regulation respecting private educational institutions at the college level, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), with a notice that it could be made on the expiry of 45 days following that publication;

CONSIDERING that the draft Regulation to amend the Regulation respecting private educational institutions at the college level has been subjected to examination by the Commission consultative de l'enseignement privé in accordance with section 114 of the Act respecting private education;

CONSIDERING that it is expedient to make the Regulation without amendment;

ORDERS AS FOLLOWS:

The Regulation to amend the Regulation respecting private educational institutions at the college level, attached to this Order, is hereby made.

Québec, 31 May 2022

DANIELLE McCANN
Minister of Higher Education

Regulation to amend the Regulation respecting private educational institutions at the college level

Act respecting private education
(chapter E-9.1, s. 112, par. 3)

1. The Regulation respecting private educational institutions at the college level (chapter E-9.1, r. 4) is amended in section 7

(1) by replacing paragraph 1 by the following:

“(1) the student’s application for admission and any related documents, and a copy of the document issued by the institution confirming the student’s admission, if applicable;

(1.1) the student’s application for enrollment and a copy of the document issued by the institution confirming the student’s enrollment.”;

(2) by replacing paragraphs 4 and 5 by the following:

“(4) a copy of the student’s grades for each session during which the student is enrolled in a course in a program of studies to which the student was admitted;

(5) a copy of the diploma or attestation awarded by the institution under the College Education Regulations (chapter C-29, r. 4);

(6) proof of permanent residence, in the case of a student who is a permanent resident within the meaning of the Immigration and Refugee Protection Act (S.C. 2001, c. 27);

(7) the educational service contract entered into by the institution and the client;

(8) proof of payment of the price fixed in the educational service contract in accordance with section 66 of the Act respecting private education (chapter E-9.1), including any additional financial contribution provided for by the Act, as well as proof of payment of the charge referred to in section 67 of the Act, if applicable;

(9) if applicable, proof of cancellation of the educational service contract and of return of the amounts to which the client is entitled under sections 72 and 73 of the Act respecting private education (chapter E-9.1).”;

(3) by adding the following paragraph at the end:

“In the case of an institution dispensing educational services fully or partly accredited for purposes of subsidies under section 78 of the Act respecting private education (chapter E-9.1), the record of a student who is not a Canadian citizen or a permanent resident must also contain one of the following documents, as applicable:

(1) a copy of the Québec certificate of acceptance issued under section 3 of the Québec Immigration Regulation (chapter I-0.2.1, r. 3);

(2) a copy of the study permit referred to in the Immigration and Refugee Protection Act (Statutes of Canada, 2001, chapter 27);

(3) proof of exemption from the obligation to hold the certificate or permit referred to in subparagraph 1 or 2 under a law applicable in Québec.”

2. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

105761

Draft Regulations

Draft Regulation

Act to increase the number of zero-emission motor vehicles in Québec in order to reduce greenhouse gas and other pollutant emissions (chapter A-33.02)

Application of the Act to increase the number of zero-emission motor vehicles in Québec in order to reduce greenhouse gas and other pollutant emissions — Amendment

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation to amend the Regulation respecting the application of the Act to increase the number of zero-emission motor vehicles in Québec in order to reduce greenhouse gas and other pollutant emissions, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The draft Regulation progressively increases the number of credits that must be accumulated by a motor vehicle manufacturer to meet its requirements in order to reach 100% of zero-emission motor vehicle sales in 2035. To that end, the draft Regulation amends the calculation used to determine the number of credits that the motor vehicles concerned provide. It also progressively reduces the ceiling for the use of credits from reconditioned motor vehicles to 0% in 2035. In addition, to reflect the amendment to the calculation of credits, the Regulation amends the calculation of the charge owed where the credits accumulated by a motor vehicle manufacturer are insufficient to meet its credit requirements. Lastly, the draft Regulation makes other amendments, such as adjustments to the classification of motor vehicles eligible for credits and of motor vehicle manufacturers, time limits for processing reports and methods for calculating certain environmental and electric range requirements.

Study of the matter shows that the draft Regulation, complemented by the draft Regulation to amend the Regulation respecting the limit on the number of credits that may be used by a motor vehicle manufacturer and the confidentiality of some information that was published in the *Gazette officielle du Québec* of the same date as this draft Regulation, results in additional costs for all the actors in the transportation sector. It also reduces the Government's revenues from taxes on fuel and sales

of goods and services associated with vehicles with an internal combustion engine. The draft Regulation has a positive impact on enterprises marketing charging stations and on sales of electricity. The main advantage of the draft Regulation is for consumers who will benefit from energy savings and for whom the cost of acquiring vehicles would diminish. The draft Regulation also results in major environmental gains in greenhouse gas and other pollutant emissions.

Further information on the draft Regulation may be obtained by contacting Lucie Bouchard, Director General, Direction générale de la transition climatique, Ministère de l'Environnement et de la Lutte contre les changements climatiques, 675 boulevard René-Lévesque Est, 6^e étage, boîte 31, Québec (Québec) G1R 5V7; email: norme.vze@environnement.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to Jean-François Gibeault, Assistant Deputy Minister, Bureau d'électrification et de changements climatiques, 675 boulevard René-Lévesque Est, 30^e étage, Québec (Québec) G1R 5V7; email: norme.vze@environnement.gouv.qc.ca.

BENOIT CHARETTE
*Minister of the Environment and
the Fight Against Climate Change*

Regulation to amend the Regulation respecting the application of the Act to increase the number of zero-emission motor vehicles in Québec in order to reduce greenhouse gas and other pollutant emissions

Act to increase the number of zero-emission motor vehicles in Québec in order to reduce greenhouse gas and other pollutant emissions (chapter A-33.02, ss. 3, 4, 6, 7, 2nd par., s. 8, 3rd and 4th pars., and s. 10)

1. The Regulation respecting the application of the Act to increase the number of zero-emission motor vehicles in Québec in order to reduce greenhouse gas and other pollutant emissions (chapter A-33.02, r. 1) is

amended in section 1 by replacing “40,000” in subparagraph *b* of paragraph 3 of the definition of “reconditioned motor vehicle” by “100,000”.

2. Section 2 is amended in paragraph 1

(1) by inserting “, if the motor vehicle corresponds to a type of vehicle listed in the first category of the table in section 1961.2(a)(1) of Title 13 of the California Code of Regulations and” after “must not exceed”;

(2) by replacing “SULEV20 or SULEV30 category, provided for in section 1961.2(a)(1) of Title 13 of the California Code of Regulations” by “SULEV30 category or a category with a stricter standard”.

3. Section 4 is amended

(1) in the first paragraph

(a) by striking out “category A” in paragraph 1;

(b) by striking out “category B” in paragraph 2;

(c) by striking out “category C” in paragraph 3;

(2) by adding the following paragraph at the end:

“As of the 2025 model year, intermediate volume manufacturers are considered to be large volume manufacturers and no reclassification between the two categories is possible.”

4. Section 5 is amended

(1) by striking out the first paragraph;

(2) by replacing “that is not required to submit such report” in the second paragraph by “that is not yet classified”.

5. Section 6 is amended by replacing “30” wherever it appears by “90”.

6. Section 10 is amended by striking out “in accordance with section 47 of the Act” in the second paragraph.

7. Section 12 is amended by replacing “30” by “90”.

8. Section 13 is amended by replacing the last line of the table in the third paragraph by the following:

2025	22.00%
2026	26.00%
2027	34.00%
2028	43.00%
2029	53.00%
2030	65.00%
2031	77.50%
2032	87.50%
2033	94.00%
2034	98.50%
2035 and subsequent	100.00%

”.

9. Section 14 is amended

(1) by replacing “As of model year 2020, among the credits that a large volume automobile manufacturer must accumulate for a particular model year” at the beginning of the first paragraph by “Among the credits that a large volume motor vehicle manufacturer must accumulate for each of the 2020 to 2024 model years”;

(2) by striking out the last line of the table in the fourth paragraph.

10. Section 15 is amended

(1) by replacing the first paragraph by the following:

“A motor vehicle manufacturer may, for each period referred to in the table below, accumulate, by selling or leasing reconditioned motor vehicles, or by acquiring, from another motor vehicle manufacturer, RZEV, RLEV, RVRE or RLSV credits, a maximum of the percentage of the total of the credits it must accumulate for each period presented in the table below:

Period of 3 consecutive calendar years	Maximum percentage
2022-2024	30%
2025-2027	20%
2028-2030	15%
2031-2033	10%
Subsequent periods	0%

”;

(2) by replacing “A” in the portion before subparagraph 1 of the second paragraph by “Up to the 2024 model year, a”.

11. Section 19 is amended

(1) by adding “For the model years 2034, 2035 and 2036, the motor vehicle manufacturer may replace that requirement by demonstrating, to the Minister’s satisfaction, that the number of new motor vehicles of the model year covered by the request, that it sold or leased, makes it impossible to achieve the number of credits that the motor vehicle manufacturer must accumulate.” at the end of the second paragraph;

(2) by adding “, except where it depends on the demonstration that it is impossible to achieve the number of credits that the motor vehicle manufacturer must accumulate” at the end of the fourth paragraph.

12. The following is inserted before section 20:

“*§§i. Provisions applicable up to the 2024 model year*

19.1. This subdivision applies to zero-emission motor vehicles whose model year is 2024 or earlier.”.

13. Section 20 is amended by adding the following paragraph at the end:

“If the vehicle is registered after 1 September 2025, the number of credits to which it gives entitlement is divided by 4.”.

14. Section 21 is replaced by the following:

“**21.** The number of credits to which the sale or lease of a reconditioned zero-emission motor vehicle gives entitlement is determined by means of a percentage of the number of credits to which the sale or lease of a new zero-emission motor vehicle of the same model and the same model year gives entitlement. That percentage varies depending on the difference between the number representing the calendar year during which the vehicle was registered for the first time in Québec and the number representing its model year, according to the following table:

Difference between the number representing the calendar year during which the vehicle was registered for the first time in Québec and the number representing its model year	Percentage of the number of credits to which the sale or lease of a new zero-emission motor vehicle of the same model and the same model year gives entitlement
0	100%
1	80%
2	70%
3	60%
4	50%

”.

15. Section 24 is amended by inserting “in accordance with this subdivision,” after “gives entitlement,”.

16. The following is inserted after section 25:

“*§§ii. Provisions applicable as of the 2025 model year*

25.1. This subdivision applies to zero-emission motor vehicles whose model year is 2025 or later.

25.2. The sale or lease of a new zero-emission motor vehicle gives entitlement to one credit.

25.3. The number of credits to which the sale or lease of a reconditioned zero-emission motor vehicle gives entitlement is determined by means of a percentage of the number of credits to which the sale or lease of a new zero-emission motor vehicle of the same model and the same model year gives entitlement. That percentage varies depending on the difference between the number representing the calendar year during which the vehicle was registered for the first time in Québec and the number representing its model year, according to the following table:

Difference between the number representing the calendar year during which the vehicle was registered for the first time in Québec and the number representing its model year	Percentage of the number of credits to which the sale or lease of a new zero-emission motor vehicle of the same model and the same model year gives entitlement
0	100%
1	80%
2	70%
3	60%
4	50%

”.

17. The following is inserted before section 26:

“§§i. Provisions applicable up to the 2024 model year

25.4. This subdivision applies to low-emission motor vehicles whose model year is 2024 or earlier.”

18. Section 26 is amended by replacing “between 16 and 129 km” in the table of the first paragraph by “from 16 to 129 km”.

19. The following is added after section 27:

“**27.1.** If a new low-emission motor vehicle is registered after 1 September 2025, the number of credits to which it gives entitlement, including, if applicable, the additional credit, is divided by 2.2.”

20. The following is inserted after section 29:

“§§ii. Provisions applicable as of the 2025 model year

29.1. This subdivision applies to low-emission motor vehicles whose model year is 2025 or later.

29.2. The sale or lease of a new low-emission motor vehicle gives entitlement to 0.5 credits if the electric range of the vehicle in charge-depleting mode is equal to or greater than 80 km.

For the model years 2025, 2026 and 2027, the sale or lease of a new low-emission motor vehicle whose electric range in charge-depleting mode is equal to or greater than 50 km but less than 80 km gives entitlement to the number of credits determined using the following equation:

$$Nc\ LEV = (R / 200) + 0.05$$

where

$Nc\ LEV$ = the number of credits to which the sale or lease of a new low-emission motor vehicle whose electric range in charge-depleting mode is equal to or greater than 50 km but less than 80 km for model years 2025, 2026 and 2027 gives entitlement;

R = the electric range of the new low-emission motor vehicle in charge-depleting mode, in kilometres.

The electric range of a new low-emission motor vehicle in charge-depleting mode corresponds to the distance travelled by the vehicle before its battery is completely drained where it is propelled by the association set out in paragraph 1 or 3 of the definition of “low-emission motor vehicle” in section 1 and is determined using the 5-cycle test procedure provided for in paragraph (j) (4) of the method Determination of values for fuel economy labels in U.S. 40 CFR, Part 600, Subpart D.

Despite the foregoing, the sale or lease of a new low-emission motor vehicle that is not covered under Part 600 – Fuel economy and greenhouse gas exhaust emissions of motor vehicles in U.S. 40 CFR gives entitlement to 0.5 credits irrespective of its electric range in charge-depleting mode.

29.3. The number of credits to which the sale or lease of a reconditioned low-emission motor vehicle gives entitlement is determined by means of a percentage of the number of credits to which the sale or lease of a new low-emission motor vehicle of the same model and the same model year gives entitlement. That percentage varies depending on the difference between the number representing the calendar year during which the vehicle was registered for the first time in Québec and the number representing its model year, according to the following table:

Difference between the number representing the calendar year during which the vehicle was registered for the first time in Québec and the number representing its model year	Percentage of the number of credits to which the sale or lease of a new low-emission motor vehicle of the same model and the same model year gives entitlement
0	100%
1	80%
2	70%
3	60%
4	50%

”.

21. Section 30 is amended by inserting “whose model year is 2024 or earlier” after “vehicle” in the first paragraph.

22. Section 31 is amended

(1) by replacing “For” at the beginning of the second paragraph by “Up to the period of 3 consecutive calendar years concerning the 2022 to 2024 model years, for”;

(2) by inserting the following after the second paragraph:

“As of the period of 3 consecutive calendar years concerning the 2025 to 2027 model years, for calculating the charge, the value of a credit is set at \$20,000. The value is adjusted on 1 January of each year using the rate calculated in the manner set out in section 83.3 of the Financial Administration Act (chapter A-6.001). The Minister publishes the result of the adjustment by means of a notice in the *Gazette officielle du Québec* or by any other means deemed appropriate by the Minister.”.

23. Section 35 is amended by inserting the following after the first paragraph:

“For motor vehicles whose gross vehicle weight rating is greater than 3,856 kg, the values of the carbon dioxide emissions, in grams per kilometre, are determined according to the applicable methods and calculations provided for in the Heavy-duty Vehicle and Engine Greenhouse Gas Emission Regulations (SOR/2013-24).”.

24. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

105758

Draft Regulation

Act to increase the number of zero-emission motor vehicles in Québec in order to reduce greenhouse gas and other pollutant emissions
(chapter A-33.02)

Limit on the number of credits that may be used by a motor vehicle manufacturer and the confidentiality of some information — Amendment

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation to amend the Regulation respecting the limit on the number of credits that may be used by a motor vehicle manufacturer and the confidentiality of some information, appearing below, may be made by the Minister of the Environment and the Fight Against Climate Change on the expiry of 45 days following this publication.

The draft Regulation progressively reduces the ceiling for the use of credits, accumulated by a motor vehicle manufacturer during a preceding compliance period, during a subsequent period to 0% in 2035. It also amends the time when motor vehicle manufacturers must indicate to the Minister the number of credits they wish to use in order to be able to make a decision based on an update of their accumulated credits. The draft Regulation also makes minor adjustments to the information entered in the name of a motor vehicle manufacturer in the register referred to in section 11 of the Act to increase the number of zero-emission motor vehicles in Québec in order to reduce greenhouse gas and other pollutant emissions (chapter A-33.02) that is not public. Lastly, transitional measures to bridge the two methods of calculating credits are also provided for.

Study of the matter shows that the draft Regulation governs the manner in which motor vehicle manufacturers will be able to meet the requirements of the zero-emission vehicle standard after the 2025 model year, particularly with the credits accumulated during the various compliance periods, which will affect the marketing of electric vehicles in Québec. The changes are complementary to the amendments provided for in the draft Regulation to amend the Regulation respecting the application of the Act to increase the number of zero-emission motor vehicles in Québec in order to reduce greenhouse gas and other pollutant emissions, published in the *Gazette officielle du Québec* on the same date as this draft Regulation, and tightens the zero-emission motor vehicle standard, a commitment made under the 2030 Plan for a Green Economy.

Further information on the draft Regulation may be obtained by contacting Lucie Bouchard, Director General, Direction générale de la transition climatique, Ministère de l'Environnement et de la Lutte contre les changements climatiques, 675 boulevard René-Lévesque Est, 6^e étage, boîte 31, Québec (Québec) G1R 5V7; email: norme.vze@environnement.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to Jean-François Gibeault, Assistant Deputy Minister, Bureau d'électrification et de changements climatiques, 675 boulevard René-Lévesque Est, 30^e étage, Québec (Québec) G1R 5V7; email: norme.vze@environnement.gouv.qc.ca.

BENOIT CHARETTE
*Minister of the Environment and
the Fight Against Climate Change*

Regulation to amend the Regulation respecting the limit on the number of credits that may be used by a motor vehicle manufacturer and the confidentiality of some information

Act to increase the number of zero-emission motor vehicles in Québec in order to reduce greenhouse gas and other pollutant emissions
(chapter A-33.02, s. 9, 2nd par., and s. 15, 2nd par.)

1. The Regulation respecting the limit on the number of credits that may be used by a motor vehicle manufacturer and the confidentiality of some information (chapter A-33.02, r. 2) is amended in section 1

(1) by replacing “a later period, up to 25% of the total of the credits it must accumulate for that period.” at the end of the first paragraph by “any of the model years of the following period, up to the maximum percentage indicated in the table below:

Period of 3 consecutive calendar years	Maximum percentage of the total credits that a manufacturer must accumulate
2018	35%
2019-2021	35%
2022-2024	25%
2025-2027	20%
2028-2030	15%
2031-2033	10%
Subsequent periods	0%

”;

(2) by replacing “before the date set in the first paragraph of section 8 of the Act” in the second paragraph by “following the notification of the Minister’s decision with regard to the number of credits the Minister intends to enter in the register, in accordance with the second paragraph of section 12 of the Act”.

2. Section 2 is revoked.

3. Section 3 is amended in paragraph 3

(1) by striking out “trademark, model, type of model,” and “model year,”;

(2) by adding “, except its trademark, model, type of model and model year” at the end.

4. The heading of Chapter III is amended in the French text by replacing “TRANSITOIRE” by “TRANSITOIRES”.

5. Section 4 is replaced by the following:

“4. Despite the first paragraph of section 1, a motor vehicle manufacturer may use the credits accumulated in excess of that which it had to accumulate for the model years for the 2 first periods of 3 consecutive calendar years referred to in section 8 of the Act, that is, the periods covering 2018 and 2019 to 2021, for any of the model years covered by the period of 3 consecutive calendar years 2025 to 2027 or before, up to the maximum percentage of the total credits that the motor vehicle manufacturer must accumulate for that year as indicated in the table in the same paragraph of section 1.

4.1. For the purposes of the first paragraph of section 9 of the Act, the number of credits accumulated through the sale or lease of motor vehicles in excess of that which a motor vehicle manufacturer had to accumulate and that were not used or alienated to fulfill its obligations under the Act or the regulations at the end of the period of 3 consecutive calendar years 2022 to 2024 referred to in section 8 of the Act is divided

(1) by 4, in the case of zero-emission motor vehicles; and

(2) by 2.2, in the case of low-emission motor vehicles.

The Minister performs the division on the expiry of the time limit provided for in the second paragraph of section 1 or, if the manufacturer submits an application in accordance with the same paragraph of section 1, when the decision of the Minister in this regard becomes enforceable.”.

6. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

105754

Draft Rules

Act respecting the regulation of the financial sector (chapter E-6.1)

Rules of evidence and procedure of the Financial Markets Administrative Tribunal

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Rules of evidence and procedure of the Financial Markets Administrative Tribunal, appearing below, may be adopted by the Financial Markets Administrative Tribunal on the expiry of 45 days following this publication.

The draft Rules, which replaces the Rules of procedure of the Financial Markets Administrative Tribunal (chapter E-6.1, r. 1), mainly

—proposes a new structure, introduces rules respecting proportionality and regulates the use of technological means;

—prescribes a minimum period for producing documents before the hearing and introduces rules pertaining to hearings before the Tribunal;

—takes into account the various legislative amendments made since the coming into force of the Rules of procedure of the Financial Markets Administrative Tribunal in 2004.

Further information on the draft Rules may be obtained by contacting Sylvain Lippé, Director, Direction des affaires juridiques et du secrétariat, Financial Markets Administrative Tribunal, 500, boulevard René-Lévesque Ouest, bureau 16.40, Montréal (Québec) H2Z 1W7; telephone: 514 873-2211; email: sylvain.lippe@tmf.gouv.qc.ca.

Any person wishing to comment on the draft Rules is requested to submit written comments within the 45-day period to Nicole Martineau, president of the Financial Markets Administrative Tribunal, 500, boulevard René-Lévesque Ouest, bureau 16.40, Montréal (Québec) H2Z 1W7; email: secretariat@tmf.gouv.qc.ca.

NICOLE MARTINEAU
*President of the Financial Markets
Administrative Tribunal*

Rules of evidence and procedure of the Financial Markets Administrative Tribunal

Act respecting the regulation of the financial sector
(chapter E-6.1, s. 115.15.58)

DIVISION I GENERAL

1. These Rules apply to all matters brought before the Financial Markets Administrative Tribunal.

Their purpose is to ensure the simple, flexible and prompt processing of applications submitted to the Tribunal, particularly with the cooperation of the parties and their lawyers and the use of available technological means by the parties and the Tribunal, in keeping with the rules of natural justice and the equality of parties.

2. The Tribunal's rules of evidence and procedure are intended to render effective the substantive law and to ensure that it is carried out, and, unless otherwise provided, failure to observe the rules that are not public order rules can only affect a proceeding if the failure has not been remedied when it was possible to do so. The provisions of these Rules must be interpreted the one by the other, and, so far as possible, in such a way as to facilitate rather than to delay or to end prematurely the normal advancement of matters.

3. At any stage, the pleadings and the means of proof used must be proportionate to the nature, complexity and ultimate purpose of the matter.

4. In computing any time period, the day marking the start of the period is not counted, but the last day is.

A time period expires at midnight on the last day; a time period that would normally expire on a holiday is extended to the next working day.

The following are holidays:

- (1) Saturdays and Sundays;
- (2) 1 and 2 January;
- (3) Good Friday;
- (4) Easter Monday;
- (5) the Monday preceding 25 May;
- (6) 24 June;
- (7) 1 July;
- (8) the first Monday of September;
- (9) the second Monday of October;
- (10) 24, 25, 26 and 31 December;
- (11) any other day determined by the Government.

5. Written communication from a party to the Tribunal must be sent by that party to the other parties to the matter and must indicate the record number assigned by the Tribunal.

6. The parties and their lawyers must provide the Tribunal with their address, email address and telephone number and inform the Tribunal in writing, without delay, of any change in their contact information.

DIVISION II FILING OF DOCUMENTS AND NOTIFICATION

7. An originating pleading, any other pleading or any other document may be filed by any means compatible with the Tribunal's technological environment.

8. The date of filing of a document is the date on which it is received by the Tribunal.

A document filed after 4:00 p.m. is deemed to have been filed on the next working day.

9. A party who intends to produce an exhibit or other evidence at a hearing must, at least 2 days before the hearing, send a copy to the other parties and the Tribunal, except in case of urgency or unless otherwise decided to ensure the proper administration of justice.

The party must also file with the Tribunal proof of its notification to the other parties.

10. A party who wishes to remove a document from a Tribunal record must obtain the permission of the Tribunal.

11. Notification may be made by any appropriate method that provides the notifier with proof that the document was delivered or sent, unless the use of a specific means of notification is required by law.

Such methods include notification by court bailiff, by registered mail, by delivery or by technological means.

Notification by technological means to a party who is not represented is permitted only with the party's consent or if ordered by the Tribunal.

Whatever the method of notification used, a person who acknowledges receipt of the document or admits having received it is deemed to have been validly notified.

12. Proof of notification is filed with the Tribunal.

13. Pleadings must be notified to the other parties or their lawyers, unless the application is filed in the absence of a party under the second paragraph of section 115.1 of the Act respecting the regulation of the financial sector (chapter E-6.1), unless otherwise provided, or unless the Tribunal decides otherwise to ensure the proper administration of justice.

An originating pleading must be notified to the parties by bailiff or by registered mail.

Pleadings must be notified to the Autorité des marchés financiers.

14. If required by the circumstances, the Tribunal, on an informal request, authorizes notification of a pleading otherwise, such as by a notice published on a website, or at such hours the Tribunal determines.

DIVISION III APPLICATION

15. An originating pleading, and an application made in the course of the proceeding, is submitted to the Tribunal's Practice Chamber to determine the date of hearing, unless the application is filed on an urgent basis or in the absence of a party under the second paragraph of section 115.1 of the Act respecting the regulation of the financial sector (chapter E-6.1), unless otherwise provided, or unless the Tribunal decides otherwise to ensure the proper administration of justice.

The pleading, notice of presentation and proof of notification must be filed at least 2 days before the date of presentation, except in case of urgency, unless otherwise provided, or unless the Tribunal decides otherwise to ensure the proper administration of justice.

All applicable fees must have been paid in accordance with the Tariff of duties and fees related to applications heard by the Financial Markets Administrative Tribunal (chapter E-6.1, r. 2).

16. A pleading must be in writing and must permit to identify the author by the author's signature.

17. Any application made in the course of the proceeding may be presented orally if authorized by the Tribunal to ensure the proper administration of justice.

18. An originating pleading contains

(1) the name, address, email address and telephone number of the applicant, the applicant's lawyer, where applicable, and the other parties;

(2) a statement of the facts and reasons for the application, including the alleged violation or alleged acts;

(3) a reference to the exhibits and the other evidence in support of the application;

(4) the applicable statutory and regulatory provisions;

(5) the conclusions sought; and

(6) any other information that the Tribunal may require.

An originating pleading is accompanied by a list of the exhibits in support thereof.

An application for the review of a decision rendered by a body must be filed within the time limit prescribed by law and accompanied by a copy of the decision.

19. A party requesting to be heard by preference must substantiate the request.

20. An application submitted by a self-regulating organization under section 62.4 of the Act respecting the regulation of the financial sector (chapter E-6.1) is filed without further formality, according to the form prescribed by the Tribunal and published on its website.

The application is accompanied by a copy of the request for a document or information, or by a copy of the subpoena and proof of notification of the subpoena.

A copy of the minutes of the disciplinary hearing must be enclosed with the application, where applicable.

21. On receipt of the notice of contestation referred to in section 115.1 of the Act respecting the regulation of the financial sector (chapter E-6.1) and on expiry of the 15-day period provided for therein, the Tribunal enters the case on the roll for the Practice Chamber and sends a notice of presentation to all parties.

22. An application filed in the absence of a party under the second paragraph of section 115.1 of the Act respecting the regulation of the financial sector (chapter E-6.1) must be accompanied by an affidavit in support of the facts alleged in the application.

23. Within 30 days of receipt of an application for review, the body whose decision is contested must file with the Tribunal a copy of that decision and of all documents related to the matter.

DIVISION IV DETERMINATION OF HEARING DATE, PRE-HEARING CONFERENCE AND POSTPONEMENT

24. The Tribunal determines the date of the hearing when the record is ready to proceed.

25. The parties called to a pre-hearing conference must file with the Tribunal, at least 2 days before the pre-hearing conference, the form prescribed by the Tribunal and published on its website.

The form must be completed jointly and signed by the parties or their lawyers, as applicable.

26. The Tribunal may require a party to provide a list of the witnesses the party intends to call at the hearing, as well as a summary of their testimony.

27. Applications for postponement of a hearing must be filed in writing as soon as possible and notified to the other parties.

The Tribunal may proceed on the record or require that a hearing be held to rule on the application.

28. A hearing is postponed only if the grounds invoked are serious and if required for the interests of justice.

The parties' consent is not in itself sufficient ground to grant a postponement.

The Tribunal may, on its own initiative, postpone or adjourn a hearing where circumstances require it.

DIVISION V REPRESENTATION

29. A party is entitled to be represented by a lawyer.

30. A lawyer who agrees to represent a party must confirm it to the Tribunal in writing and indicate the number of the record for which the lawyer is authorized to act, as well as the lawyer's name, address, email address and telephone number.

The designation of a lawyer in a pleading from a party constitutes a representation statement for the entire matter.

31. The notification or transmission of a document to a represented party must be made to the party's lawyer, and communications addressed to that party must be sent to the party's lawyer.

32. A party who revokes the mandate of his or her lawyer must notify the Tribunal and the other parties in writing without delay and, where applicable, indicate that the lawyer has been replaced.

33. Before the hearing date has been set, a lawyer who wishes to cease representing a party may do so after notifying the party, the other parties and the Tribunal.

The notice must contain the party's last known contact information, that is, the party's email address and telephone number.

If the hearing date has been set, the lawyer cannot cease representing the party or be replaced without the authorization of the Tribunal.

DIVISION VI INCIDENTS

§1. *Amendment of a pleading*

34. At any time before the hearing, the parties may amend their pleading to

- (1) replace, correct, complete or remove allegations or conclusions;
- (2) invoke new facts; or
- (3) assert a right accrued since the notification of the originating pleading.

The party must notify the amended pleading to the other parties and file it with the Tribunal.

35. During the hearing, the Tribunal may authorize the amendment of a pleading without formality.

The Tribunal may also, on its own initiative, order the correction of any clerical error or error of form, expression or calculation in a pleading, subject to the conditions it sees fit.

36. Where a pleading is amended to add a party, the original pleading must also be notified to the party. The original pleading in respect of that party is considered to be filed only on the date of notification.

37. No amendment of a pleading must be permitted if it is contrary to the interests of justice, delays the proceeding or results in an entirely new application unrelated to the original application.

§2. *Splitting*

38. The Tribunal may, on its own initiative or at the request of a party, split a matter if it considers it advisable in order to protect the parties' rights.

§3. *Intervention and impleading*

39. On request, the Tribunal may authorize any person to intervene if the person shows sufficient interest in a matter.

The Tribunal may, during a hearing, authorize such an intervention on an oral application recorded in the minutes of the hearing.

40. The Tribunal may, on its own initiative or at the request of a party, order the impleading of any person whose interests may be affected by its decision.

§4. *Recusation*

41. If a member of the Tribunal recuses himself or herself, the hearing must be suspended until another member is appointed.

If a matter is heard by more than one member and a member recuses himself or herself, the hearing is continued by the remaining members.

42. An application for the recusation of a member of the Tribunal must give a written account of the facts and grounds on which it is based.

As soon as the application is filed with the Tribunal, the application suspends the hearing until the president or the member designated by the president rules on the application.

§5. *Discontinuance*

43. An originating pleading or any other notified pleading may be discontinued by the filing with the Tribunal of a written notice from the discontinuing party, which must be notified to the other parties.

A discontinuance may also be made orally at the hearing.

44. A pleading amended further to a discontinuance in respect of one of the parties must be notified to all the parties and filed with the Tribunal.

The pleading must clearly indicate the amendments resulting from the discontinuance.

§6. *Agreement*

45. Two or more parties may submit a draft agreement to the Tribunal at an *in camera* conference, unless the Tribunal decides otherwise to ensure the proper administration of justice.

All documents submitted for the conference are confidential.

The purpose of such a conference, to which all parties to the matter are called, is to enable in particular the Tribunal to request additional information or explanations or to obtain clarifications on the draft agreement.

46. When parties enter into an agreement, they must immediately inform the Tribunal.

Where the parties ask the Tribunal to ratify an agreement, that agreement must be notified to the other parties and filed with the Tribunal, with the exhibits in support thereof, at least 5 days before the hearing.

DIVISION VII
HEARING

47. The Tribunal must hold its hearings at its head office, except for hearings held using technological means.

The hearings of the Tribunal's Practice Chamber are held using technological means.

48. The Tribunal may hold any hearing and receive testimonies and arguments using any appropriate technological means.

The technological means used must allow the witness to be identified, heard and seen live. The Tribunal may however decide, after giving the parties the opportunity to make representations, to hear a witness without the witness being seen.

49. Except with the permission of the Tribunal or during a hearing held using technological means, every person addressing the Tribunal or a witness must rise and remain standing.

50. Persons attending a hearing must be suitably dressed, behave with dignity and respect and refrain from disrupting the hearing.

This rule applies to all hearings, whether they are held in a courtroom or using technological means.

51. The Tribunal may record hearings by any appropriate means.

Any other means of recording, sound or visual, is prohibited unless authorized by the Tribunal.

The playing of a sound or visual recording of a hearing in a public place or for the purposes of a public broadcast is prohibited.

52. A party may have an official stenographer transcribe the hearing, at the party's own expense, in which case the party must provide a copy to the Tribunal free of charge.

53. A party may use the services of a certified interpreter, at the party's own expense, in which case the party must notify the Tribunal without delay.

The certified interpreter must swear that the translation will be faithful.

54. A party who files a document at a hearing must send the document to the other parties and to the Tribunal.

55. The Tribunal may require a party to explain or clarify the party's contentions in writing, file documents or present evidence within the time period it determines.

It may also require a party to provide in writing a summary, a transcription, an index, or any other document that may be useful for analyzing evidence.

56. The Tribunal may require the parties to produce a Plan of Argument, a book of authorities, or any other document of the same nature.

The Plan of Argument summarizes the arguments raised with references to the supporting evidence and authorities.

57. The minutes of a hearing must indicate

- (1) the record number;
- (2) the date and time of the beginning and end of the hearing;
- (3) the names of the members of the Tribunal or of the assessors, as applicable;
- (4) the names of the parties and their lawyers, where applicable;
- (5) the name of the clerk;
- (6) the name of the certified interpreter;
- (7) the names of the witnesses;
- (8) the use of videoconference or any other technological means;
- (9) the various steps of the hearing;
- (10) the exhibits and the other evidence adduced;
- (11) incidental proceedings and objections;
- (12) the undertakings and the date on which an act or action must be carried out;
- (13) the admissions and agreements;
- (14) the Tribunal's orders and decisions;
- (15) the date on which the matter is taken under advisement; and
- (16) any other information useful for the purposes of the matter.

DIVISION VIII WITNESSES

58. A party who wishes to summon a witness must do so by means of a subpoena signed by a member of the Tribunal or the lawyer representing the party.

The subpoena must be notified to the witness at least 10 days before the time at which the witness is scheduled to appear, except in case of urgency and the Tribunal shortens the notification period.

The decision to shorten the notification period must be enclosed with the subpoena.

59. A person called on to testify may be assisted by a lawyer of the person's choice.

60. A person called on to testify must swear under oath to tell the truth, then state his or her name and address.

61. Every person present at a hearing may be required to testify and the person is required to answer as if the person had been duly summoned.

62. The Tribunal may order the exclusion of witnesses to ensure the proper administration of justice.

63. A party who intends to have an expert witness testify must notify the expert witness's report, along with the expert witness's résumé, to the other parties, and file it with the Tribunal on the date it sets or, if no such date is set, at least 30 days before the date set for the hearing.

In the case of joint expert evidence, the parties determine together what parameters must be covered, what expert is to be appointed, what fee is to be paid and how it is to be paid. If the parties fail to agree on any of those points, the matter is decided by the Tribunal.

64. An expert witness must swear under oath that his or her testimony will respect the primary duty to enlighten the Tribunal and the opinion provided will be objective, impartial and thorough.

DIVISION IX EVIDENCE

65. The applicant must be given the first opportunity to present evidence and examine witnesses.

In the case of an application for the review of a decision rendered by a body, the Tribunal must determine the order of presentation of the evidence, taking into account the following factors in particular:

(1) the nature and conduct of the decision-making process of the body whose decision is contested;

(2) the applicant's opportunity to be heard and to contest the evidence;

(3) the degree of adherence to the rules of natural justice and the equitable nature of the proceedings of the body whose decision is contested;

(4) the existence of a record allowing the Tribunal to recreate the full conduct of the proceedings of the body whose decision is contested.

66. The Tribunal may make the admission of evidence subject to rules on prior communication.

To ensure the proper administration of justice, the Tribunal may also determine the procedure and the rules on the communication of evidence among the parties before the hearing of the matter.

67. Subject to the rules of natural justice, hearsay evidence is admissible provided that it offers reasonable guarantees of reliability.

68. The Tribunal must take judicial notice of the law in force in Québec.

Statutory instruments not published in the *Gazette officielle du Québec* or in any other manner provided for by law must be pleaded.

The Tribunal may take judicial notice of the law in the other provinces or in the territories of Canada and of the law of a foreign state in the fields within its jurisdiction.

69. The Tribunal may take notice of generally recognized facts, opinions and information within the scope of the Tribunal's specialty.

70. The Tribunal may authorize evidence adduced in a record to be transferred to another record.

DIVISION X DECISION

71. The decision is sent to the parties or, where applicable, to their lawyers.

The decision must be sent to the last known address indicated in the Tribunal's record or to the email address indicated therein.

72. When a decision rendered further to a hearing in the absence of a party under the second paragraph of section 115.1 of the Act respecting the regulation of the financial sector (chapter E-6.1) is notified or sent, it must be accompanied by the pleading.

A party who notifies such a decision at the request of the Tribunal must file proof of notification with the Tribunal without delay.

DIVISION XI TRANSITIONAL AND FINAL

73. These Rules apply to proceedings pending on the date of its coming into force.

74. These Rules replace the Rules of procedure of the Financial Markets Administrative Tribunal (chapter E-6.1, r. 1).

75. These Rules come into force on *(insert the date of coming into force of these Rules)*.

105756

Draft regulation

Financial Administration Act
(chapter A-6.001)

Savings products — Amendment

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the draft Regulation to amend the Regulation respecting savings products, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The purpose of this draft regulation is to amend the Regulation respecting savings products (chapter A-6.001, r. 9) to provide the types of participant's accounts from and into which transferable securities may be transferred.

Further information on the draft Regulation may be obtained by contacting Julie Simard, Coordinator – Documentation financière et conformité, Ministère des Finances, 390, boulevard Charest Est, 7^e étage, Québec (Québec) G1K 3H4; telephone: 418-643-8887; email: julie.simard@finances.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to Julie Simard, Coordinator – Documentation financière et conformité, Ministère des Finances, 390, boulevard Charest Est, 7^e étage, Québec (Québec) G1K 3H4; telephone: 418-643-8887; email: julie.simard@finances.gouv.qc.ca.

ERIC GIRARD
Minister of Finance

Regulation amending Regulation respecting savings products

Financial Administration Act
(chapter A-6.001, s. 73, par. 1 to 3)

1. The second paragraph of section 37 of the Regulation respecting savings products (chapter A-6.001, r. 9) is replaced by the following:

“However, such a transfer may be made from one account of a participant to another account of this participant, provided that it is carried out:

(1) from an Épargne Placement account to one of the following accounts:

(a) a Tax-Free Savings Account (TFSA), referred to in paragraph 2 of section 5;

(b) a registered retirement savings account, referred to in paragraph 3 of section 5;

(2) from an account relating to a Registered Retirement Income Fund (RRIF) or to a Life Income Fund (LIF), referred to in paragraph 3 of section 5, to an Épargne Placement account, but only for the minimum amount that must be transferred annually under the Income Tax Act (R.S.C. 1985, c. 1, 5th Suppl.).”

2. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

105759

