



Part 2

LAWS AND REGULATIONS

13 December 2023 / Volume 155

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Regulations and other Acts

Gouvernement du Québec

O.C. 1706-2023, 29 November 2023

Professional Code
(chapter C-26)

Diplomas issued by designated educational institutions which give access to permits or specialist's certificates of professional orders — Amendment

Regulation to amend the Regulation respecting the diplomas issued by designated educational institutions which give access to permits or specialist's certificates of professional orders

WHEREAS, under the first paragraph of section 184 of the Professional Code (chapter C-26), after obtaining the advice of the Office des professions du Québec in accordance with subparagraph 7 of the fourth paragraph of section 12 of the Code, and of the order concerned, the Government may, by regulation, determine the diplomas issued by the educational institutions it indicates which give access to a permit or specialist's certificate;

WHEREAS, in accordance with the first paragraph of section 184 of the Code, the Office has given its advice to the Government, after consulting in particular the Bureau de coopération interuniversitaire, McGill University, the Université du Québec à Chicoutimi, the Minister of Higher Education and the Ordre professionnel de la physiothérapie du Québec;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation respecting the diplomas issued by designated educational institutions which give access to permits or specialist's certificates of professional orders was published in Part 2 of the *Gazette officielle du Québec* of 30 August 2023, with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS the Government has obtained the advice of the Office and of the Ordre professionnel de la physiothérapie du Québec;

WHEREAS it is expedient to make the Regulation with amendments;

IT IS ORDERED, therefore, on the recommendation of the Minister Responsible for Government Administration and Chair of the Conseil du trésor:

THAT the Regulation to amend the Regulation respecting the diplomas issued by designated educational institutions which give access to permits or specialist's certificates of professional orders, attached to this Order in Council, be made.

DOMINIQUE SAVOIE
Clerk of the Conseil exécutif

Regulation to amend the Regulation respecting the diplomas issued by designated educational institutions which give access to permits or specialist's certificates of professional orders

Professional Code
(chapter C-26, a. 184, 1st par.)

1. Section 1.14 of the Regulation respecting the diplomas issued by designated educational institutions which give access to permits or specialist's certificates of professional orders (chapter C-26, r. 2) is amended by inserting the following after paragraph *b*:

“(b.1) Maîtrise ès sciences appliquées en physiothérapie from the Université du Québec offered by the Université du Québec à Chicoutimi;”.

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

106586

Gouvernement du Québec

O.C. 1707-2023, 29 November 2023

Professional Code
(chapter C-26)

Standards for the issue and holding of radiology permits
— **Amendment**

Regulation to amend the Regulation respecting standards for the issue and holding of radiology permits

WHEREAS, under section 186 of the Professional Code (chapter C-26), the Office des professions du Québec must fix, by regulation, the standards for the issue and holding of permits to practise radiology and, for that purpose, the Office must obtain the assistance of experts including in particular the representatives of the interested professions;

WHEREAS, in accordance with section 186 of the Code, the Office obtained the assistance of experts appointed by the Ordre des chiropraticiens du Québec and by the Ordre des podiatres du Québec before making the Regulation to amend the Regulation respecting standards for the issue and holding of radiology permits on 16 June 2023;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), the Regulation to amend the Regulation respecting standards for the issue and holding of radiology permits was published as a draft in Part 2 of the *Gazette officielle du Québec* of 5 July 2023 with a notice that it could be submitted to the Government, which may approve it with or without amendment on the expiry of 45 days following that publication;

WHEREAS, under section 13 of the Professional Code, every regulation adopted by the Office under the Code or under an Act constituting a professional order must be submitted to the Government, which may approve it with or without amendment;

WHEREAS it is expedient to approve the Regulation without amendment;

IT IS ORDERED, therefore, on the recommendation of the Minister Responsible for Government Administration and Chair of the Conseil du trésor:

THAT the Regulation to amend the Regulation respecting standards for the issue and holding of radiology permits, attached to this Order in Council, be approved.

DOMINIQUE SAVOIE
Clerk of the Conseil exécutif

Regulation to amend the Regulation respecting standards for the issue and holding of radiology permits

Professional Code
(chapter C-26, s. 186)

1. The Regulation respecting standards for the issue and holding of radiology permits (chapter C-26, r. 6) is amended in section 8

- (1) by replacing “12-month” by “24-month”;
- (2) by inserting “even-numbered” before “year”;
- (3) by replacing “12 hours” by “24 hours”.

2. This Regulation comes into force on 1 January 2024.
106587

Gouvernement du Québec

O.C. 1708-2023, 29 November 2023

Professional Code
(chapter C-26)

Performance of the activities described in sections 39.7 and 39.8 of the Professional Code
— **Amendment**

Regulation to amend the Regulation respecting the performance of the activities described in sections 39.7 and 39.8 of the Professional Code

WHEREAS, under the first paragraph of section 39.9 of the Professional Code (chapter C-26), the Office des professions du Québec may, by regulation, determine places, cases and circumstances in which a person may engage in the activities described in sections 39.7 and 39.8 of the Code as well as the applicable conditions and procedures;

WHEREAS, under the second paragraph of section 39.9 of the Code, when drafting such a regulation, the Office must have due regard for the availability of professionals in those places, cases and circumstances and for the supervision provided by a centre operated by an institution;

WHEREAS, under the third paragraph of section 39.9 of the Code, the Office may also, by regulation, determine the additional conditions and procedures a person referred to in section 39.7 or 39.8 of the Code must fulfil or complete to engage in the activities described in that section;

WHEREAS, under the fourth paragraph of section 39.9 of the Code, before making a regulation under the first or third paragraph of that section, the Office must consult with the Minister of Health and Social Services and the professional orders concerned;

WHEREAS, in accordance with the second and fourth paragraphs of section 39.9 of the Code, the Office had due regard for the availability of professionals in those places, cases and circumstances and for the supervision provided by a centre operated by an institution, and consulted with the Minister of Health and Social Services, the Collège des médecins du Québec, the Ordre des diététistes-nutritionnistes du Québec, the Ordre des infirmières et infirmiers du Québec, the Ordre des infirmières et infirmiers auxiliaires du Québec, the Ordre professionnel des inhalothérapeutes du Québec and the Ordre des pharmaciens du Québec before adopting, on 21 April 2023, the Regulation to amend the Regulation respecting the performance of the activities described in sections 39.7 and 39.8 of the Professional Code;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation to amend the Regulation respecting the performance of the activities described in sections 39.7 and 39.8 of the Professional Code was published in Part 2 of the *Gazette officielle du Québec* of 3 May 2023, with a notice that it could be submitted to the Government, which may approve it with or without amendment on the expiry of 45 days following that publication;

WHEREAS, under section 13 of the Professional Code, every regulation adopted by the Office under the Code or under an Act constituting a professional order must be submitted to the Government, which may approve it with or without amendment;

WHEREAS it is expedient to approve the Regulation without amendment;

IT IS ORDERED, therefore, on the recommendation of the Minister Responsible for Government Administration and Chair of the Conseil du trésor:

THAT the Regulation to amend the Regulation respecting the performance of the activities described in sections 39.7 and 39.8 of the Professional Code, attached to this Order in Council, be approved.

DOMINIQUE SAVOIE
Clerk of the Conseil exécutif

Regulation to amend the Regulation respecting the performance of the activities described in sections 39.7 and 39.8 of the Professional Code

Professional Code
(chapter C-26, s. 39.9)

1. The Regulation respecting the performance of the activities described in sections 39.7 and 39.8 of the Professional Code (chapter C-26, r. 3.1) is amended in section 5 by replacing subparagraph *a* of paragraph 2 by the following:

“(a) specifically for the activities described in section 39.7 of the Professional Code and for the administration of insulin by subcutaneous route and of any other medication by enteral route, the person is supervised, when the person is performing each of those activities for the first time and until the person masters the skills required to perform them, by an authorized professional of the institution or entity where they are performed;”

2. The following is inserted after section 8:

“**8.1.** A person referred to in section 4 may, until 31 March 2024, perform the activities described in sections 39.7 and 39.8 of the Professional Code (chapter C-26), without meeting the condition of training provided for in subparagraph *a* of paragraph 1 of section 5.”

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

106588

Gouvernement du Québec

O.C. 1726-2023, 29 November 2023

Tax Administration Act
(chapter A-6.002)

Taxation Act
(chapter I-3)

Act respecting the Québec Pension Plan
(chapter R-9)

Act respecting the Québec sales tax
(chapter T-0.1)

Various regulations of a fiscal nature — Amendment

Regulations to amend various regulations of a fiscal nature

WHEREAS, under the second paragraph of section 31 of the Tax Administration Act (chapter A-6.002), the Government may, after obtaining the opinion of the Commission d'accès à l'information, make regulations to determine that a refund owing to a person by reason of the application of a fiscal law may also be allocated to the payment of any amount for which that person is in debt to the State under an Act other than a fiscal law;

WHEREAS, under the first paragraph of section 96 of the Tax Administration Act, the Government may make regulations in particular to prescribe the measures required to carry out the Act and to exempt from the duties provided for by a fiscal law, under the conditions which it prescribes, prescribed international organizations, their head officers and their employees and the members of their families;

WHEREAS, under subparagraph *f* of the first paragraph of section 1086 of the Taxation Act (chapter I-3), the Government may make regulations to generally prescribe the measures required for the application of the Act;

WHEREAS, under paragraph *a* of section 81 of the Act respecting the Québec Pension Plan (chapter R-9), the Government may make regulations prescribing anything that is to be prescribed, in particular under Title III of the Act;

WHEREAS, under subparagraphs 14, 15, 22, 33.8 and 41.0.1 of the first paragraph of section 677 of the Act respecting the Québec sales tax (chapter T-0.1), the Government may, by regulation, among other things, determine, for the purposes of section 81 of the Act, which

goods are prescribed goods for the purposes of paragraph 8 of that section, determine, for the purposes of section 117 of the Act, which health care services are prescribed health care services, determine that any beverage of a prescribed class intended for use or consumption in an establishment described in paragraph 18 of section 177 of the Act or outside such establishment, be in a container identified as prescribed by the Minister or of a prescribed size, and sold and delivered in that container, determine, for the purposes of section 350.62 of the Act, the prescribed information and determine, for the purposes of section 399.1 of the Act, the prescribed mandataries;

WHEREAS it is expedient to amend the Regulation respecting fiscal administration (chapter A-6.002, r. 1) so that a refund owed to a person by reason of the application of a fiscal law may be allocated to the payment of an amount owing by the person under the Act respecting the protection of personal information in the private sector (chapter P-39.1), and the Commission d'accès à l'information has given its opinion on that measure;

WHEREAS it is expedient to amend the Regulation respecting tax exemptions granted to certain international non-governmental organizations and to certain employees of such organizations and to members of their families (chapter A-6.002, r. 4) to include the IFRS Foundation (ISSB) Montréal as a body benefiting from tax exemptions under the Regulation, to give effect to the agreement referred to in Order in Council 150-2023 dated 15 February 2023 and entered into on 14 June 2023;

WHEREAS it is expedient to amend the Regulation respecting the Taxation Act (chapter I-3, r. 1) primarily to give effect to fiscal measures announced in Information Bulletins posted on the website of the Ministère des Finances, in particular on 30 June 2021, 9 June 2022, 16 December 2022 and 30 January 2023;

WHEREAS it is expedient to amend the Regulation respecting contributions to the Québec Pension Plan (chapter R-9, r. 2) to determine the rules for calculating the deduction at source for an employee's second additional contribution to the Québec Pension Plan and to establish the rate that an employer is to use for 2024 to calculate the deduction at source in relation to the base contribution and first additional contribution to the Plan;

WHEREAS it is expedient, with a view to more efficient application of the Tax Administration Act, the Taxation Act and the Act respecting the Québec sales tax, to amend the Regulation respecting fiscal administration, the Regulation respecting the Taxation Act and the Regulation respecting the Québec sales tax (chapter T-0.1, r. 2) to make technical, terminological and consequential amendments;

WHEREAS, under paragraph 2 of section 12 of the Regulations Act (chapter R-18.1), a proposed regulation may be made without having been published, if the authority making it is of the opinion that the proposed regulation is designed to establish, amend or revoke norms of a fiscal nature;

WHEREAS, under section 13 of the Act, the reason justifying the absence of such publication must be published with the regulation;

WHEREAS, under section 18 of the Act, a regulation may come into force on the date of its publication in the *Gazette officielle du Québec* where the authority that has made it is of the opinion that the regulation establishes, amends or revokes norms of a fiscal nature, and the reason justifying such coming into force must be published with the regulation;

WHEREAS the Government is of the opinion that the regulations attached to this Order in Council are designed to establish, amend or repeal norms of a fiscal nature;

WHEREAS section 27 of the Act provides that the Act does not prevent a regulation from taking effect before the date of its publication in the *Gazette officielle du Québec* where the Act under which it is made expressly provides therefor;

WHEREAS, under section 97 of the Tax Administration Act, every regulation made under the Act comes into force on the date of its publication in the *Gazette officielle du Québec* or on any later date fixed therein and such a regulation may also, if it so provides, apply to a period prior to its publication;

WHEREAS, under the second paragraph of section 1086 of the Taxation Act, the regulations made under that particular section come into force on the date of their publication in the *Gazette officielle du Québec* or on any later date fixed therein and they may also, once published and if they so provide, apply to a period prior to their publication, but not prior to the taxation year 1972;

WHEREAS, under the first paragraph of section 82.1 of the Act respecting the Québec Pension Plan, every regulation made in particular under Title III of the Act comes into force on the date of its publication in the *Gazette officielle du Québec* or on any later date fixed therein;

WHEREAS, under the second paragraph of section 677 of the Act respecting the Québec sales tax, a regulation made under the Act comes into force on the date of its publication in the *Gazette officielle du Québec*, unless the regulation fixes another date which may in no case be prior to 1 July 1992;

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

THAT the following regulations attached to this Order in Council be made:

— Regulation to amend the Regulation respecting fiscal administration;

— Regulation to amend the Regulation respecting tax exemptions granted to certain international non-governmental organizations and to certain employees of such organizations and to members of their families;

— Regulation to amend the Regulation respecting the Taxation Act;

— Regulation to amend the Regulation respecting contributions to the Québec Pension Plan;

— Regulation to amend the Regulation respecting the Québec sales tax.

DOMINIQUE SAVOIE
Clerk of the Conseil exécutif

Regulation to amend the Regulation respecting fiscal administration

Tax Administration Act
(chapter A-6.002, s. 31, 2nd par., s. 96, 1st par. and s. 97)

1. Section 31R1 of the Regulation respecting fiscal administration (chapter A-6.002, r. 1) is amended by adding the following subparagraph at the end of the first paragraph:

“(q) the Act respecting the protection of personal information in the private sector (chapter P-39.1).”

2. Section 37.1.1R1 of the Regulation, amended by section 138 of chapter 19 of the statutes of 2023, is further amended by striking out paragraph v.

3. This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec*.

Regulation to amend the Regulation respecting tax exemptions granted to certain international non-governmental organizations and to certain employees of such organizations and to members of their families

Tax Administration Act
(chapter A-6.002, s. 96, 1st par., subpar. *b* and s. 97)

1. (1) Section 8.2 of the Regulation respecting tax exemptions granted to certain international non-governmental organizations and to certain employees of such organizations and to members of their families (chapter A-6.002, r. 4) is amended by adding the following subparagraph at the end of the second paragraph:

“(16) the individual is an employee of the IFRS Foundation (ISSB) Montréal and meets the conditions referred to in subparagraphs *a* to *e* of subparagraph 2.”

(2) Subsection 1 applies from the taxation year 2023, except for the purposes of sections 8.5 and 8.6 of the Regulation, where that latter section refers to the rebate or refund provided for in that section 8.5, in which cases it applies in respect of duties imposed after 13 June 2023.

2. (1) Section 8.3 of the Regulation is amended by replacing “15” by “16”.

(2) Subsection 1 applies from the taxation year 2023.

3. (1) Section 8.5 of the Regulation is amended by replacing “15” in the portion before subparagraph 1 of the first paragraph by “16”.

(2) Subsection 1 applies in respect of duties imposed after 13 June 2023.

4. (1) Section 8.6 of the Regulation is amended by replacing “15” in the portion before paragraph 1 by “16”.

(2) Subsection 1 applies from the taxation year 2023, except where section 8.6 of the Regulation refers to the rebate or refund provided for in section 8.5 of the Regulation, in which case it applies in respect of duties imposed after 13 June 2023.

5. (1) Schedule B to the Regulation is amended by inserting, in alphabetical order, “IFRS Foundation (ISSB) Montréal”.

(2) Subsection 1 applies from the taxation year 2023, except for the purposes of sections 8.4 and 8.5 of the Regulation and section 8.6 of the Regulation, where that

latter section refers to the rebate or refund provided for in that section 8.5, in which cases it applies in respect of duties imposed after 13 June 2023.

6. This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec*.

Regulation to amend the Regulation respecting the Taxation Act

Taxation Act
(chapter I-3, s. 1086, 1st par., subpar. *f* and 2nd par.)

1. (1) Section 41.1.1R1 of the Regulation respecting the Taxation Act (chapter I-3, r. 1) is amended by replacing paragraphs *a* and *b* by the following:

“(a) 33 cents, except where paragraph *b* applies; and

“(b) 30 cents, if the individual referred to in that section 41.1.1 is engaged principally in selling or leasing automobiles and an automobile is made available in the year to the individual or a person related to the individual by the individual’s employer or a person related to the employer.”

(2) Subsection 1 applies from the taxation year 2023.

2. (1) Section 87R4 of the Regulation is amended by replacing paragraph *b* by the following:

“(b) an amount that is a flow-through mining expenditure or a flow-through critical mineral mining expenditure, within the meaning assigned to those expressions by subsection 9 of that section 127.”

(2) Subsection 1 has effect from 7 April 2022.

3. (1) Section 87R5 of the Regulation is amended by replacing subparagraph ii of paragraph *c* by the following:

“ii. an amount that is a flow-through mining expenditure or a flow-through critical mineral mining expenditure, within the meaning assigned to those expressions by subsection 9 of that section 127;”

(2) Subsection 1 has effect from 7 April 2022.

4. (1) Section 130R3 of the Regulation is amended by replacing, in the definition of “immediate expensing property” in the first paragraph, the portion before paragraph *a* by the following:

““immediate expensing property”, for a taxation year, means a particular property of a class in Schedule B of an eligible person or partnership, other than accelerated investment incentive property that is qualified intellectual property and that became available for use before 1 January 2024, accelerated investment incentive property included in Class 50 in Schedule B that is used primarily in Québec in the course of a business and that became available for use before 1 January 2024, or property included in any of Classes 1 to 6, 14.1, 17, 47, 49 and 51 in that schedule, where the particular property”.

(2) Subsection 1 has effect from 19 April 2021.

5. (1) Section 133.2.1R1 of the Regulation is amended by replacing paragraphs *a* and *b* by the following:

“(a) the product obtained by multiplying \$0.68 by the number of those kilometres, up to and including 5,000;

“(b) the product obtained by multiplying \$0.62 by the number of those kilometres in excess of 5,000; and”.

(2) Subsection 1 applies in respect of kilometres driven after 31 December 2022.

6. (1) Section 421.6R1 of the Regulation is amended in subparagraph *a* of the second paragraph

(1) by replacing subparagraph *vi* by the following:

“vi. where the passenger vehicle was leased under a lease entered into after 31 December 2021 and before 1 January 2023, \$900, and”;

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

“vii. where the passenger vehicle was leased under a lease entered into after 31 December 2022, \$950; and”.

(2) Subsection 1 has effect from 1 January 2023.

7. (1) Section 488R1 of the Regulation is amended by replacing paragraph *f* by the following:

“(f) an amount that is specifically exempt from income tax by virtue of a law of Québec or of Canada, other than the Income Tax Act (R.S.C. 1985, c. 1 (5th Suppl.)), the Indian Act (R.S.C. 1985, c. I-5), the Naskapi and the Cree-Naskapi Commission Act (S.C. 1984, c. 18), the Cree Nation of Eeyou Istchee Governance Agreement Act (S.C. 2018, c. 4, s. 1), the Foreign Missions and International Organizations Act (S.C. 1991, c. 41) and the Act respecting industrial accidents and occupational diseases (chapter A-3.001), and that is not an amount that is exempt by virtue of a provision of a tax agreement with a country other than Canada;”.

(2) Subsection 1 has effect from 29 March 2018.

8. Section 1015R5 of the Regulation is replaced by the following:

“**1015R5.** For the purposes of this chapter, the amount obtained by subtracting, from the payment of remuneration to an employee, the aggregate determined under the first paragraph of section 1015R6 in respect of the employee is deemed to be the amount of the remuneration paid or to be paid.”.

9. Section 1015R6 of the Regulation, amended by section 176 of chapter 19 of the statutes of 2023, is further amended by replacing the portion before subparagraph *a* of the first paragraph by the following:

“**1015R6.** The aggregate mentioned in section 1015R5 in respect of remuneration is the aggregate of all amounts each of which is an amount that, except for an amount referred to in any of subparagraphs *f* to *h*, is deducted by an employer from that remuneration and that consists, in respect of an employee, of one of the following amounts:”.

10. (1) Section 1029.8.67R1 of the Regulation is amended

(1) by inserting the following after paragraph *a*:

“(a.1) as the financial contribution referred to in the second paragraph of section 17.1 of the Regulation respecting childcare services provided at school (chapter I-13.3, r. 11);”;

(2) by striking out “section 472 of the Education Act (chapter I-13.3),” in paragraph *b*;

(3) by replacing paragraph *c* by the following:

“(c) in relation to the basic services provided for a child registered in childcare at school for a pedagogical day in respect of which an allocation is granted under the budgetary rules established in accordance with section 472 of the Education Act (chapter I-13.3) or with any of the sections referred to in paragraph *b* or would have been so granted had the child attended childcare on that day, up to the following amount:

i. if the allocation in respect of the pedagogical day is granted or would have been granted under the budgetary rules established in accordance with section 472 of the Education Act, the amount of the maximum daily financial contribution under the second paragraph of section 17.1 of the Regulation respecting childcare services provided at school that, having regard to section 17.7 of

that Regulation, would have been applicable had that day been a school day and had the child been a child referred to in that second paragraph;

ii. if the allocation in respect of the pedagogical day is granted or would have been granted under the budgetary rules established in accordance with any of the sections referred to in paragraph *b*, the amount of the maximum daily financial contribution that, according to the rules, would have been payable had that day been a school day and the child had regularly attended childcare at school.”

(2) Subsection 1 has effect from 7 July 2022.

11. (1) Class 43.1 in Schedule B to the Regulation is amended

(1) by adding the following subparagraph at the end of subparagraph *i* of subparagraph *a* of the second paragraph:

“(3) equipment that is part of an air-source heat pump system that transfers heat from the outside air, including refrigerant piping, energy conversion equipment, thermal energy storage equipment, control equipment and equipment designed to enable the system to interface with other heating and cooling equipment, and;”;

(2) by replacing the fifth paragraph by the following:

“The property described in subparagraph *i* of subparagraph *a* of the second paragraph does not include a building, a part of a building, other than a solar collector that is not a window and that is integrated into the building, energy equipment that backs up equipment described in any of subparagraphs 1 to 3 of that subparagraph *i* or equipment that distributes heated or cooled air or water in a building.”

(2) Subsection 1 applies in respect of property acquired after 6 April 2022 that was not used or acquired to be used before 7 April 2022.

12. This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec*.

Regulation to amend the Regulation respecting contributions to the Québec Pension Plan

Act respecting the Québec Pension Plan
(chapter R-9, s. 81, par. *a* and s. 82.1, 1st par.)

1. (1) The Regulation respecting contributions to the Québec Pension Plan (chapter R-9, r. 2) is amended by inserting the following heading after the heading of Division III:

“**§1. Base contribution and first additional contribution**”.

(2) Subsection 1 applies from 1 January 2024.

2. (1) Section 6 of the Regulation is amended by replacing subparagraph xxviii of subparagraph *a* of the first paragraph by the following:

“xxviii. 6.4% for the years 2023 and 2024, or”.

(2) Subsection 1 applies from 1 January 2024.

3. (1) Section 8 of the Regulation is amended

(1) by replacing subparagraph *z.2* of the first paragraph by the following:

“(z.2) 6.4% for the years 2023 and 2024.”;

(2) by replacing subparagraph *l* of the third paragraph by the following:

“(l) 6.4% for the years 2023 and 2024.”.

(2) Subsection 1 applies from 1 January 2024.

4. (1) The Regulation is amended by inserting the following after section 8:

“**§2. Second additional contribution**

“**8.1.** The employer must deduct from the salary and wages described in the fourth paragraph of section 50 of the Act, referred to in this section as “subject salary and wages”, paid by the employer to an employee at a particular time in a year that is subsequent to the year 2023, either of the following amounts as the employee’s second additional contribution:

(a) the product obtained by multiplying the amount determined under the second paragraph by 4%; or

(b) the amount established in Schedule C drawn up by the Minister of Revenue under section 59 of the Act that applies in the circumstances.

The amount to which subparagraph *a* of the first paragraph refers is equal to the amount by which the aggregate of the subject salary and wages paid by the employer to the employee at that particular time and the total of all amounts each of which is a subject salary and wages paid by the employer to the employee in the year and before the particular time exceeds the greater of

(a) the total of all amounts each of which is a subject salary and wages paid by the employer to the employee in the year and before the particular time; and

(b) the employee's maximum pensionable earnings for the year determined as provided in section 41 of the Act.

“8.2. Where the result obtained under subparagraph *a* of the first paragraph of section 8.1 is an amount containing a fraction of a cent, that fraction is disregarded if it is less than one-half of a cent and is counted as 1 cent if it is half a cent or more.

“8.3. The amount deducted under section 8.1 by an employer from the salary and wages referred to in that section paid to an employee at a particular time in a year that is subsequent to the year 2023 must not exceed the amount obtained by subtracting the total of the amounts deducted by the employer, as the employee's second additional contribution, from the employee's remuneration since the beginning of the year, or that should have been deducted, under this Regulation and, where applicable, the amount determined under the second paragraph, from the amount obtained by multiplying the employee's additional maximum contributory earnings for the year within the meaning of the second paragraph of section 44 of the Act by 4%.

The amount to which the first paragraph refers is the amount obtained by multiplying the total of the amounts deducted by the employer, as the employee's second additional contribution, from the employee's remuneration since the beginning of the year, or that should have been deducted, under a similar plan by the proportion that the rate set out in the first paragraph is of the second rate of additional contribution for employees for the year under that plan.

Despite the foregoing, where, during a year that is subsequent to the year 2023, an employer immediately succeeds another employer as a consequence of the formation or dissolution of a legal person or of the acquisition of a major portion of the property of an undertaking or of a separate part of an undertaking, without there being an interruption of the services furnished by an employee, the aggregate of the amounts that the new employer is required to deduct, as the employee's second additional contribution, for the year under section 8.1 in respect of the employee must not be greater than the amount obtained by subtracting the total of the amounts paid by the previous employer, as the employee's second additional contribution, for the year in respect of the employee under this Regulation and, where applicable, the amount determined under the fourth paragraph, to the extent that the employer was not reimbursed and is not entitled to be so reimbursed, from the amount obtained by multiplying the employee's maximum contributory earnings for the year within the meaning of the second paragraph of section 44 of the Act by 4%.

The amount to which the third paragraph refers is the amount obtained by multiplying the total of the amounts paid by the previous employer, as the employee's second additional contribution, for the year in respect of the employee under a similar plan by the proportion that the rate set out in the third paragraph is of the second rate of additional contribution for employees for the year under that plan.

“§3. Employee transfer”.

(2) Subsection 1 applies from 1 January 2024.

5. (1) Section 10 of the Regulation is replaced by the following:

“10. When an employee is transferred from one employer to another employer in the cases and circumstances referred to in paragraph *h* of section 81 of the Act, the new employer may, for the purposes of sections 8 and 8.3, take into account the amounts that should have been deducted, as the employee's base contribution and first additional contribution or as the employee's second additional contribution, as the case may be, from the remuneration paid to the employee by the previous employer during the year.”.

(2) Subsection 1 applies from 1 January 2024.

6. This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec*.

Regulation to amend the Regulation respecting the Québec sales tax

Act respecting the Québec sales tax
(chapter T-0.1, s. 677, 1st par., subpars. 14, 15, 22, 33.8 and 41.0.1 and 2nd par.)

1. Section 81R1 of the Regulation respecting the Québec sales tax (chapter T-0.1, r. 2) is amended by replacing paragraph 1 by the following:

“(1) excisable goods;”.

2. Section 117R1 of the Regulation is amended by replacing “health care facility” in paragraph 1 by “health care institution”.

3. Section 350.62R3 of the Regulation is amended by replacing subparagraph 2 of the first paragraph by the following:

“(2) the version identifier of the JSON structure used by the sales recording system for the request, if the sales recording system was certified before 1 January 2023;”.

4. (1) Section 677R1 of the Regulation is amended by adding the following paragraph at the end:

“In the case of a holder of a restaurant permit with a “caterer” option, issued under the Act respecting liquor permits (chapter P-9.1), “establishment” includes the place where the holder serves alcoholic beverages sold as an accompaniment to food prepared by the holder.”

(2) Subsection 1 has effect from 5 August 2021.

5. (1) Section 677R3 of the Regulation, amended by section 73 of chapter 24 of the statutes of 2023, is further amended by replacing “an establishment that primarily and ordinarily prepares and sells food for consumption on the premises” and “the establishment” in the second paragraph respectively by “the holder of a permit authorizing the sale of alcoholic beverages for consumption on the premises issued under the Act respecting liquor permits (chapter P-9.1)” and “the holder”.

(2) Subsection 1 has effect from 5 August 2021.

6. (1) Section 677R6 of the Regulation, amended by section 74 of chapter 24 of the statutes of 2023, is further amended by replacing “an establishment that primarily and ordinarily prepares and sells food for consumption on the premises” and “the establishment” in the second paragraph respectively by “the holder of a permit authorizing the sale of alcoholic beverages for consumption on the premises issued under the Act respecting liquor permits (chapter P-9.1)” and “the holder”.

(2) Subsection 1 has effect from 5 August 2021.

7. (1) Section 677R9.1.1 of the Regulation, amended by section 77 of chapter 24 of the statutes of 2023, is further amended

(1) by replacing “an establishment that primarily and ordinarily prepares and sells food for consumption on the premises” and “the establishment” in the first paragraph respectively by “the holder of a permit authorizing the sale of alcoholic beverages for consumption on the premises issued under the Act respecting liquor permits (chapter P-9.1)” and “the holder”;

(2) by replacing “in the establishment” in the second paragraph by “in the holder’s establishment”.

(2) Paragraph 1 of subsection 1 has effect from 5 August 2021.

(3) Paragraph 2 of subsection 1 has effect from 27 October 2023.

8. (1) Schedule III to the Regulation is amended

(1) by inserting, in alphabetical order, “French Language Commissioner” and “National Student Ombudsman”;

(2) by striking out “Commission de toponymie” and “Conseil supérieur de la langue française”.

(2) Paragraph 1 of subsection 1 has effect from

(1) 1 June 2022, where it inserts “French Language Commissioner” into Schedule III to the Regulation;

(2) 29 June 2022, where it inserts “National Student Ombudsman” into Schedule III to the Regulation.

(3) Paragraph 2 of subsection 1 has effect from

(1) 1 January 2022, where it strikes out “Commission de toponymie” in Schedule III to the Regulation;

(2) 31 May 2022, where it strikes out “Conseil supérieur de la langue française” in Schedule III to the Regulation.

9. This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec*.

106593

Gouvernement du Québec

O.C. 1734-2023, 29 November 2023

Court Bailiffs Act
(chapter H-4.1)

Tariff of fees of court bailiffs — Amendment

Regulation to amend the Tariff of fees of court bailiffs

WHEREAS, under section 13 of the Court Bailiffs Act (chapter H-4.1), a bailiff may not charge, for acts described in section 8 of the Act, including for the administration of sums of money, income and other property seized and for the management of instalment payments, fees or costs other than those fixed in the tariff established by regulation of the Government;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation to amend the Tariff of fees of court bailiffs was published in Part 2 of the *Gazette officielle du Québec* of 5 July 2023 with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS it is expedient to make the Regulation with amendments;

IT IS ORDERED, therefore, on the recommendation of the Minister Responsible for Government Administration and Chair of the Conseil du trésor and the Minister of Justice;

THAT the Regulation to amend the Tariff of fees of court bailiffs, attached to this Order in Council, be made.

DOMINIQUE SAVOIE
Clerk of the Conseil exécutif

Regulation to amend the Tariff of fees of court bailiffs

Court Bailiffs Act
(chapter H-4.1, s. 13)

1. The Tariff of fees of court bailiffs (chapter H-4.1, r. 13.1) is amended in section 2 by replacing “\$75 per hour” in the first paragraph by “\$83.25 per hour when the fees are exigible from a natural person and \$85.50 when they are exigible from a legal person”.

2. Section 3 is amended by replacing “\$0.63 per kilometer travelled” in subparagraph *a* of the first paragraph by “\$0.70 per kilometer travelled when the fees are exigible from a natural person and \$0.70 when they are exigible from a legal person”.

3. Section 8 is amended by replacing “\$23” by “\$25.50 when the fees are exigible from a natural person and \$26.25 when they are exigible from a legal person”.

4. Section 9.1 is amended by replacing “\$25” in the first paragraph by “\$27.75 when the fees are exigible from a natural person and \$28.50 when they are exigible from a legal person”.

5. Section 11.1 is amended by replacing “\$25” by “\$27.75 when the fees are exigible from a natural person and \$28.50 when they are exigible from a legal person”.

6. Section 12 is amended by replacing “\$15” in the first paragraph by “\$16.70 when the fees are exigible from a natural person and \$17.10 when they are exigible from a legal person”.

7. Section 13 is amended by replacing “\$15” by “\$16.70 when the fees are exigible from a natural person and \$17.10 when they are exigible from a legal person”.

8. Section 14 is amended by replacing “\$6” by “\$6.65 when the fees are exigible from a natural person and \$6.85 when they are exigible from a legal person”.

9. Section 15 is amended by replacing “\$37” in the first paragraph by “\$41 when the fees are exigible from a natural person and \$42.25 when they are exigible from a legal person”.

10. Section 16 is amended by replacing “\$56” in the first paragraph by “\$62.25 when the fees are exigible from a natural person and \$63.75 when they are exigible from a legal person”.

11. Section 17 is amended by replacing “\$79” in the first paragraph by “\$87.75 when the fees are exigible from a natural person and \$90 when they are exigible from a legal person”.

12. Section 21 is amended by replacing “\$56” by “\$62.25 when the fees are exigible from a natural person and \$63.75 when they are exigible from a legal person”.

13. Section 23 is amended by replacing “\$93” by “\$103 when the fees are exigible from a natural person and \$106 when they are exigible from a legal person”.

14. Section 24 is amended by replacing “\$62” by “\$68.75 when the fees are exigible from a natural person and \$70.75 when they are exigible from a legal person”.

15. Section 25 is amended by replacing “\$25” by “\$27.75 when the fees are exigible from a natural person and \$28.50 when they are exigible from a legal person”.

16. Section 26 is amended by replacing “\$50” by “\$55.50 when the fees are exigible from a natural person and \$57 when they are exigible from a legal person”.

17. Section 27 is amended by replacing “\$37” wherever it appears by “\$41 when the fees are exigible from a natural person and \$42.25 when they are exigible from a legal person”.

18. Section 28 is amended by replacing “\$25” by “\$27.75 when the fees are exigible from a natural person and \$28.50 when they are exigible from a legal person”.

19. Section 30 is amended by replacing “\$25” by “\$27.75 when the fees are exigible from a natural person and \$28.50 when they are exigible from a legal person”.

20. Section 31 is amended by replacing “\$56” by “\$62.25 when the fees are exigible from a natural person and \$63.75 when they are exigible from a legal person”.

21. Section 32 is amended

(1) by replacing “\$93” in paragraph *a* by “\$103 when the fees are exigible from a natural person and \$106 when they are exigible from a legal person”;

(2) by replacing “\$43” in paragraph *b* by “\$47.75 when the fees are exigible from a natural person and \$49 when they are exigible from a legal person”;

(3) by replacing “\$37” in paragraph *c* by “\$41 when the fees are exigible from a natural person and \$42.25 when they are exigible from a legal person”.

22. Section 33 is amended

(1) by replacing “\$75” in paragraph *a* by “\$83.25 when the fees are exigible from a natural person and \$85.50 when they are exigible from a legal person”;

(2) by replacing “\$37” in paragraph *b* by “\$41 when the fees are exigible from a natural person and \$42.25 when they are exigible from a legal person”;

(3) by replacing “\$25” in paragraph *c* by “\$27.75 when the fees are exigible from a natural person and \$28.50 when they are exigible from a legal person”;

(4) by replacing “\$37” in paragraph *d* by “\$41 when the fees are exigible from a natural person and \$42.25 when they are exigible from a legal person”;

(5) by replacing “\$1.25” in the portion before paragraph *e* by “\$1.40 when the fees are exigible from a natural person and \$1.45 when they are exigible from a legal person”;

(6) by replacing “\$12” in paragraph *e* by “\$13.30 when the fees are exigible from a natural person and \$13.70 when they are exigible from a legal person”;

(7) by replacing “\$12” in paragraph *e.1* by “\$13.30 when the fees are exigible from a natural person and \$13.70 when they are exigible from a legal person”;

(8) by replacing “\$75” in paragraph *f* by “\$83.25 when the fees are exigible from a natural person and \$85.50 when they are exigible from a legal person”;

(9) by replacing “\$25” in paragraph *g* by “\$27.75 when the fees are exigible from a natural person and \$28.50 when they are exigible from a legal person”;

(10) by replacing “\$19” in paragraph *h* by “\$21.10 when the fees are exigible from a natural person and \$21.70 when they are exigible from a legal person”;

(11) by replacing “\$37” in paragraph *i* by “\$41 when the fees are exigible from a natural person and \$42.25 when they are exigible from a legal person”;

(12) by replacing “\$25” in paragraph *j* by “\$27.75 when the fees are exigible from a natural person and \$28.50 when they are exigible from a legal person”;

(13) by replacing “\$19” in the portion before paragraph *k* by “\$21.10 when the fees are exigible from a natural person and \$21.70 when they are exigible from a legal person”;

(14) by replacing “\$12” in paragraph *k* by “\$13.30 when the fees are exigible from a natural person and \$13.70 when they are exigible from a legal person”;

(15) by replacing “\$25” in paragraph *l* by “\$27.75 when the fees are exigible from a natural person and \$28.50 when they are exigible from a legal person”;

(16) by replacing “\$25” in paragraph *m* by “\$27.75 when the fees are exigible from a natural person and \$28.50 when they are exigible from a legal person”;

(17) by replacing “\$62” in paragraph *n* by “\$68.75 when the fees are exigible from a natural person and \$70.75 when they are exigible from a legal person”;

(18) by replacing “\$93” in paragraph *o* by “\$103 when the fees are exigible from a natural person and \$106 when they are exigible from a legal person”;

(19) by replacing “\$19” in paragraph *p* by “\$21.10 when the fees are exigible from a natural person and \$21.70 when they are exigible from a legal person”.

23. Section 34 is amended

(1) by replacing “\$43” in paragraph *a* by “\$47.75 when the fees are exigible from a natural person and \$49 when they are exigible from a legal person”;

(2) by replacing “\$43” in paragraph *b* by “\$47.75 when the fees are exigible from a natural person and \$49 when they are exigible from a legal person”;

(3) by replacing “\$50” in paragraph *c* by “\$55.50 when the fees are exigible from a natural person and \$57 when they are exigible from a legal person”;

(4) by replacing “\$12” in paragraph *d* by “\$13.30 when the fees are exigible from a natural person and \$13.70 when they are exigible from a legal person”;

(5) by replacing “\$12” in paragraph *d.1* by “\$13.30 when the fees are exigible from a natural person and \$13.70 when they are exigible from a legal person”;

(6) by replacing “\$75” in paragraph *e* by “\$83.25 when the fees are exigible from a natural person and \$85.50 when they are exigible from a legal person”;

(7) by replacing “\$75” in paragraph *f* by “\$83.25 when the fees are exigible from a natural person and \$85.50 when they are exigible from a legal person”;

(8) by replacing “\$37” in paragraph *g* by “\$41 when the fees are exigible from a natural person and \$42.25 when they are exigible from a legal person”;

(9) by replacing “\$298” in paragraph *h* by “\$331 when the fees are exigible from a natural person and \$340 when they are exigible from a legal person”;

(10) by replacing “\$12” in paragraph *i* by “\$13.30 when the fees are exigible from a natural person and \$13.70 when they are exigible from a legal person”.

24. Section 35 is amended by replacing “\$93” in the first paragraph by “\$103 when the fees are exigible from a natural person and \$106 when they are exigible from a legal person”.

25. Section 36 is amended by replacing “\$25” by “\$27.75 when the fees are exigible from a natural person and \$28.50 when they are exigible from a legal person”.

26. Section 37 is amended by replacing “\$37” by “\$41 when the fees are exigible from a natural person and \$42.25 when they are exigible from a legal person”.

27. Section 38 is amended by replacing “\$25” by “\$27.75 when the fees are exigible from a natural person and \$28.50 when they are exigible from a legal person”.

28. Section 39 is amended by replacing “\$37” in the first paragraph by “\$41 when the fees are exigible from a natural person and \$42.25 when they are exigible from a legal person”.

29. Section 40 is amended

(1) by replacing “\$50” by “\$55.50 when the fees are exigible from a natural person and \$57 when they are exigible from a legal person”;

(2) by replacing “\$25” by “\$27.75 when the fees are exigible from a natural person and \$28.50 when they are exigible from a legal person”.

30. Section 41 is amended by replacing “\$19” by “\$21.10 when the fees are exigible from a natural person and \$21.70 when they are exigible from a legal person”.

31. Section 42 is amended by replacing “\$75” in the first paragraph by “\$83.25 when the fees are exigible from a natural person and \$85.50 when they are exigible from a legal person”.

32. Section 44 is amended by replacing “\$12” in the first paragraph by “\$13.30 when the fees are exigible from a natural person and \$13.70 when they are exigible from a legal person”.

33. Section 45 is amended

(1) by replacing “\$146” in paragraph *a* by “\$162 when the fees are exigible from a natural person and \$166 when they are exigible from a legal person”;

(2) by replacing “\$212” in paragraph *b* by “\$235 when the fees are exigible from a natural person and \$242 when they are exigible from a legal person”;

(3) by replacing “\$173” in paragraph *c* by “\$192 when the fees are exigible from a natural person and \$197 when they are exigible from a legal person”.

34. Section 46 is amended by replacing “\$15” by “\$16.70 when the fees are exigible from a natural person and \$17.10 when they are exigible from a legal person”.

35. Section 47 is amended by replacing “\$33” by “\$36.75 when the fees are exigible from a natural person and \$37.50 when they are exigible from a legal person”.

36. Section 48 is amended by replacing “\$79” in the first paragraph by “\$87.75 when the fees are exigible from a natural person and \$90 when they are exigible from a legal person”.

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

106594

Gouvernement du Québec

O.C. 1751-2023, 6 December 2023

Act respecting health services and social services
(chapter S-4.2)

Certification of private seniors' residences — Amendment

Regulation to amend the Regulation respecting the certification of private seniors' residences

WHEREAS, under paragraphs 2, 2.1 and 6 of section 346.0.6 of the Act respecting health services and social services (chapter S-4.2), the Government may prescribe, by regulation,

— the health and social criteria with which the operator of a private seniors' residence must comply to receive a certificate of compliance, which may vary by category of private seniors' residence;

— the conditions that staff members and volunteers of a private seniors' residence and any other person working in such a residence must fulfill, depending on their duties, in particular conditions relating to training and security, including conditions relating to judicial records, and the information and documents those persons must provide to the operator of the residence to enable the operator to verify whether those conditions have been fulfilled;

— any other standard applicable to the operation of a private seniors' residence;

WHEREAS, in accordance with sections 10, 12 and 13 of the Regulations Act (chapter R-18.1), a draft Regulation to amend the Regulation respecting the certification of private seniors' residences was published in Part 2 of the *Gazette officielle du Québec* dated 1 November 2023 with a notice that it could be made by the Government on the expiry of 15 days following that publication;

WHEREAS, pursuant to subparagraph 1 of the first paragraph of section 18 of the Act, a regulation may come into force between the date of its publication in the *Gazette officielle du Québec* and the date applicable under section 17 of the Act, where the authority that has made it is of the opinion that the urgency of the situation requires it;

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

WHEREAS, in the opinion of the Government, the urgency of the following circumstances requires such a coming into force of the Regulation to amend the Regulation respecting the certification of private seniors' residences:

— category 2 and 3 private seniors' residences would come under increased pressure if the obligation concerning the installation of a security device came into effect, as planned, on 15 December 2023;

— hiring difficulties could endanger the health and safety of the residents of private seniors' residences if, on the same date, the requirement that care attendants for personal assistance complete the necessary training before beginning work became applicable;

— the operators of private seniors' residences who failed to comply with the requirements would be in a situation of non-compliance since they would have committed an offence;

— there is a real risk of service disruption and the closure of private seniors' residences;

WHEREAS it is expedient to make the Regulation to amend the Regulation respecting the certification of private seniors' residences without amendment;

IT IS ORDERED, therefore, on the recommendation of the Minister Responsible for Seniors:

THAT the Regulation to amend the Regulation respecting the certification of private seniors' residences, attached to this Order in Council, be made.

DOMINIQUE SAVOIE
Clerk of the Conseil exécutif

Regulation to amend the Regulation respecting the certification of private seniors' residences

Act respecting health services and social services
(chapter S-4.2, s. 346.0.6, pars. 2, 2.1 and 6)

1. The Regulation respecting the certification of private seniors' residences (chapter S-4.2, r. 0.01), as amended by section 24 of the Regulation to amend the Regulation respecting the certification of private seniors' residences, enacted by order in council 1574 2022 dated 17 August 2022, is again amended in section 24

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

“The operator of a category 3 or 4 private seniors’ residence must take all the measures necessary to prevent residents prone to wandering from leaving the residence without the knowledge of the staff members or the persons responsible for providing supervision, including the installation of a security device on each door of the congregate residential facility in which the residence is located that is identified, in the fire safety plan for the residence, as a door that may be used to evacuate the residence, and that, in such a case, alerts a staff member or person responsible for providing supervision, and also including the establishment of a procedure for staff members regarding their course of action in the event of an alert.”;

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

“The security devices referred to in the first and second paragraphs may be deactivated when there is no resident prone to wandering in the residence.”.

2. Section 28 is amended by replacing “before beginning work” in the first and second paragraphs by “not later than one year after the date on which the care attendant begins work”.

3. Section 57 is amended by replacing “category 2, 3 or 4” in the part preceding subparagraph 1 of the fourth paragraph by “category 3 or 4”.

4. Section 24, as it read on 14 December 2023, continues to apply to every operator of a category 3 private seniors’ residence until 15 July 2024.

5. The provisions of this Regulation come into force on 15 December 2023, except the provisions of section 1, which come into force on 15 July 2024 with respect to the operators of category 3 private seniors’ residences.

106599

Gouvernement du Québec

O.C. 1763-2023, 6 December 2023

Environment Quality Act
(chapter Q-2)

Cap-and-trade system for greenhouse gas emission allowances
— **Amendment**

Regulation to amend the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances

WHEREAS, under section 46.5 of the Environment Quality Act (chapter Q-2), a cap-and-trade system is established to contribute to the achievement of the targets set and mitigate the cost of reducing or limiting greenhouse gas emissions;

WHEREAS, under subparagraph 1 of the first paragraph of section 46.8 of the Act, subject to the conditions determined by regulation of the Government, the Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks may grant the available emission units, either by allocating them without charge to emitters required to cover their greenhouse gas emissions, or by selling them at auction or by agreement to persons determined by regulation of the Government;

WHEREAS, under paragraph 1 of section 46.15 of the Act, the Government may, by regulation, determine the information or documents a person who files an application for registration in the cap-and-trade system, acquires an emission allowance or carries out any other transaction or operation in the system must provide to the Minister;

WHEREAS, under paragraph 4 of section 46.15 of the Act, the Government may, by regulation, define any term or expression used in subdivision 1 of Division VI of Chapter IV of Title I of the Act;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation to amend the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances was published in Part 2 of the *Gazette officielle du Québec* of 20 September 2023 with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS it is expedient to make the Regulation without amendment;

IT IS ORDERED, therefore, on the recommendation of the Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks:

THAT the Regulation to amend the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances, attached to this Order in Council, be made.

DOMINIQUE SAVOIE
Clerk of the Conseil exécutif

Regulation to amend the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances

Environment Quality Act
(chapter Q-2, s. 46.5, s. 46.8, 1st par., subpar. 1, and s. 46.15, pars. 1 and 4)

1. The Regulation respecting a cap-and-trade system for greenhouse gas emission allowances (chapter Q-2, r. 46.1) is amended in Part II of Appendix C

(1) by adding the following paragraph after paragraph 6 of Division A, concerning definitions:

“(7) “sampling rate” means the actual sampling rate or measurement rate, expressed as a percentage, determined in accordance with the method for the estimation of missing data applicable under section 6.3.1 of the Regulation respecting mandatory reporting of certain emissions of contaminants into the atmosphere (chapter Q-2, r. 15).”;

(2) in Division D, concerning calculation methods

(a) in equation 19-13

i. by replacing “year 2023” in the definition of factor “ F_{H2023} ” by “the most recent year, prior to 2024, for which the sampling rate is equal to or greater than 90%”;

ii. by replacing “year 2023” in the definition of factor “ $GHG_{FP2023,j}$ ” by “the most recent year, prior to 2024, for which the sampling rate is equal to or greater than 90%”;

iii. by replacing “year 2023” in the definition of factor “ $P_{R2023,j}$ ” by “the most recent year, prior to 2024, for which the sampling rate of fixed process emissions attributable to type of activity j at the establishment is equal to or greater than 90%”;

(b) in equation 19-14

i. by replacing “year 2023” in the definition of factor “ $GHG_{FPcu,2023}$ ” by “the most recent year, prior to 2024, for which the sampling rate is equal to or greater than 90%”;

ii. by replacing “year 2023” in the definition of factor “ $P_{Rcu,2023j}$ ” by “the most recent year, prior to 2024, for which the sampling rate of fixed process emissions attributable to copper anode production at the establishment is equal to or greater than 90%”;

(c) in equation 19-15

i. by replacing “year 2023” in the definition of factor “ $A_{recycl,2023}$ ” by “the most recent year, prior to 2024, for which the sampling rate is equal to or greater than 90%”;

ii. by replacing “year 2023” in the definition of factor “ $P_{RSM,2023}$ ” by “the most recent year, prior to 2024, for which the sampling rate of GHG emissions attributable to the carbon content of recycled secondary materials used in the process is equal to or greater than 90%”;

(d) in equation 19-16

i. by replacing “year 2023” in the definition of factor “ $GHG_{FP2023,j}$ ” by “the most recent year, prior to 2024, for which the sampling rate is equal to or greater than 90%”;

ii. by replacing “year 2023” in the definition of factor “ $P_{R2023,j}$ ” by “the most recent year, prior to 2024, for which the sampling rate of fixed process emissions attributable to type of activity j at the establishment is equal to or greater than 90%”;

(e) in equation 19-18

i. by replacing “year 2023” in the definition of factor “ $GHG_{C,2023RSM}$ ” by “the most recent year, prior to 2024, for which the sampling rate is equal to or greater than 90%”;

ii. by replacing “year 2023” in the definition of factor “ $P_{RSM,2023}$ ” by “the most recent year, prior to 2024, for which the sampling rate of GHG combustion emissions attributable to the treatment of recycled secondary materials is equal to or greater than 90%”.

2. This Regulation comes into force on 1 January 2024.

106598

M.O., 2023**Order number 2023-1007 of the Minister of the
Environnement, the Fight Against Climate Change,
Wildlife and Parks dated 28 November 2023**

Amendment of Order 2016-005 dated 5 July 2016 replacing orders in council and ministerial orders respecting the designation and delimiting of areas on land in the domain of the State with a view to increased utilization of wildlife resources and the carrying on of recreational activities incidental thereto by replacing Schedules 84, 91, 96 and 104

THE MINISTER OF THE ENVIRONNEMENT, THE FIGHT
AGAINST CLIMATE CHANGE, WILDLIFE AND PARKS,

CONSIDERING that, by Order 2016-005 dated 5 July 2016, the Minister designated and delimited the areas on land in the domain of the State described in Schedules 1 to 220 of that Order with a view to increased utilization of wildlife resources and the carrying on of recreational activities incidental thereto;

CONSIDERING the first paragraph of section 85 of the Act respecting the conservation and development of wildlife (chapter C-61.1), which provides that the Minister may delimit areas on land in the domain of the State with a view to increased utilization of wildlife resources and the carrying on of recreational activities incidental thereto;

CONSIDERING that it is expedient to amend Order 2016-005 dated 5 July 2016 by replacing Schedules 84, 91, 96 and 104;

ORDERS AS FOLLOWS:

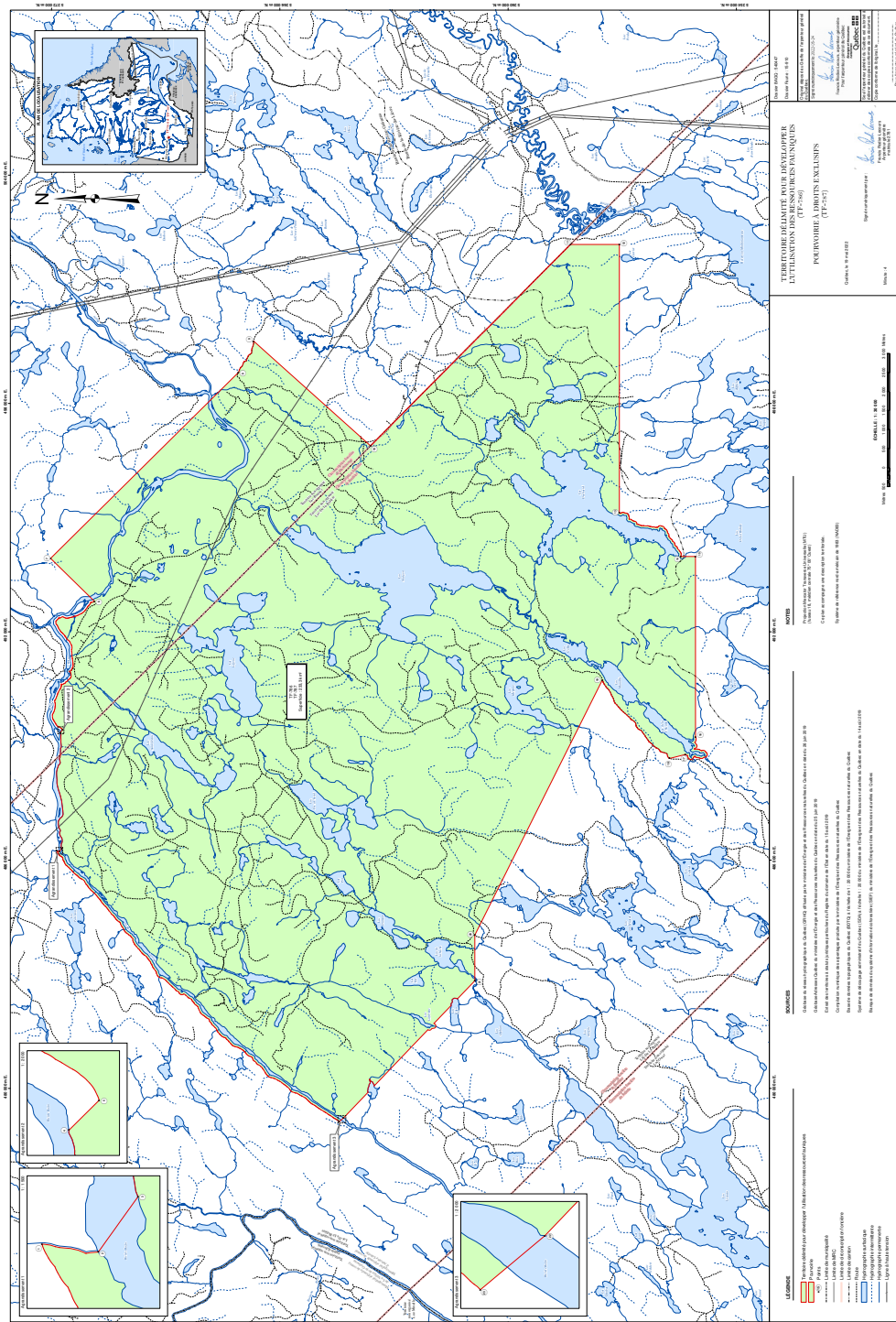
Order 2016-005 dated 5 July 2016 is amended by replacing Schedules 84, 91, 96 and 104 by Schedules 84, 91, 96 and 104 attached to this Order;

This Order comes into force on the date of its publication in the *Gazette officielle du Québec*.

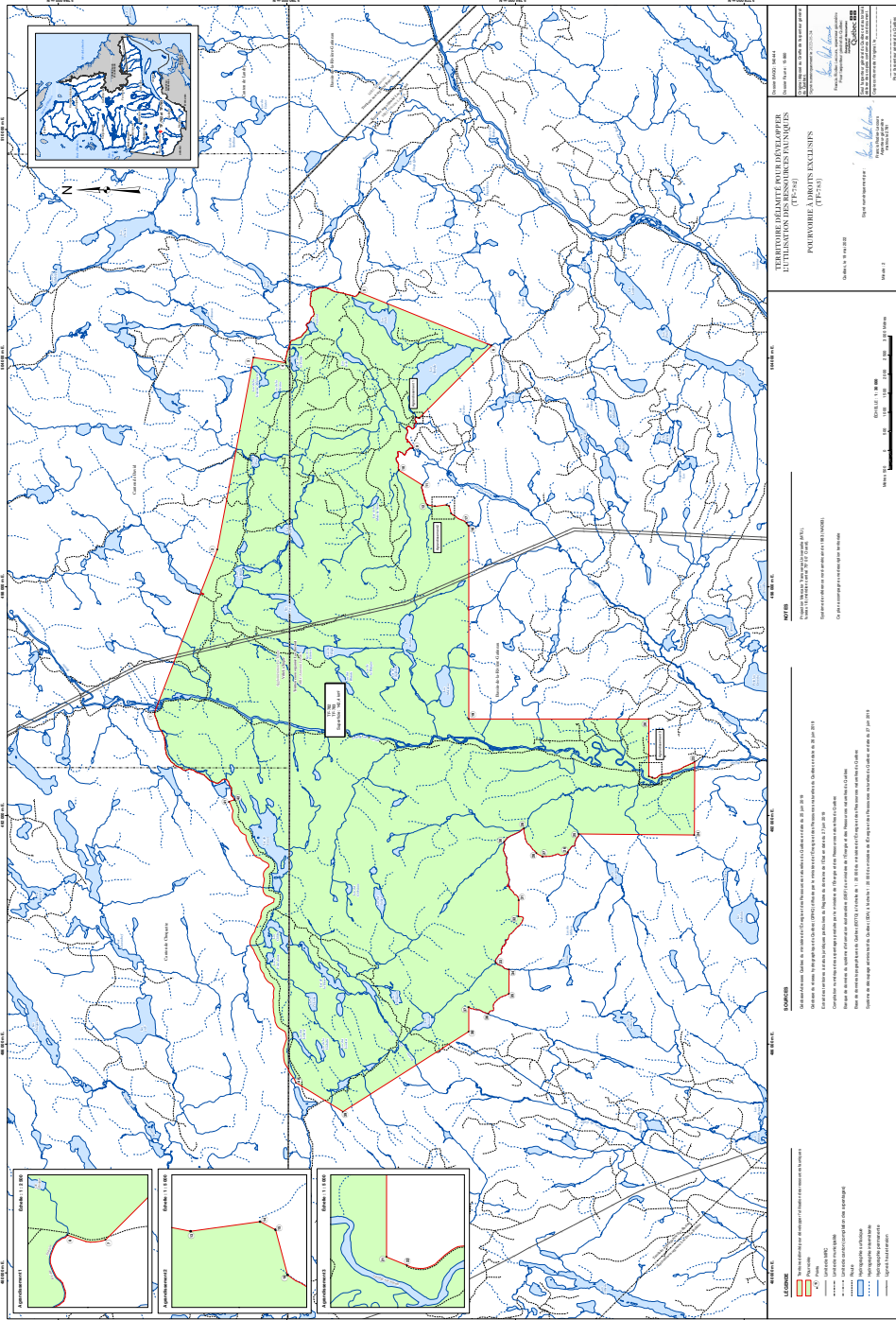
Québec, 28 November 2023

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

Schedule 91



Schedule 104



106585

M.O., 2023**Order number 2023-1008 of the Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks dated 28 November 2023**

Amendment of Order 2022-1001 dated 29 November 2022 respecting the establishment of controlled zones by replacing Schedules 35 and 46

THE MINISTER OF THE ENVIRONNEMENT, THE FIGHT AGAINST CLIMATE CHANGE, WILDLIFE AND PARKS,

CONSIDERING that, by Order 2022-1001 dated 29 November 2022, the Minister established as controlled zones territories, the maps of which appear in schedules 1 to 86 of this Order;

CONSIDERING the first paragraph of section 104 of the Act respecting the conservation and development of wildlife (chapter C-61.1), which provides that the Minister may establish controlled zones on land in the domain of the State for the development, harvesting and conservation of wildlife or a species of wildlife and for the carrying on of recreational activities incidental thereto;

CONSIDERING that it is expedient to amend Order 2022-1001 dated 29 November 2022 by replacing Schedules 35 and 46;

ORDERS AS FOLLOWS:

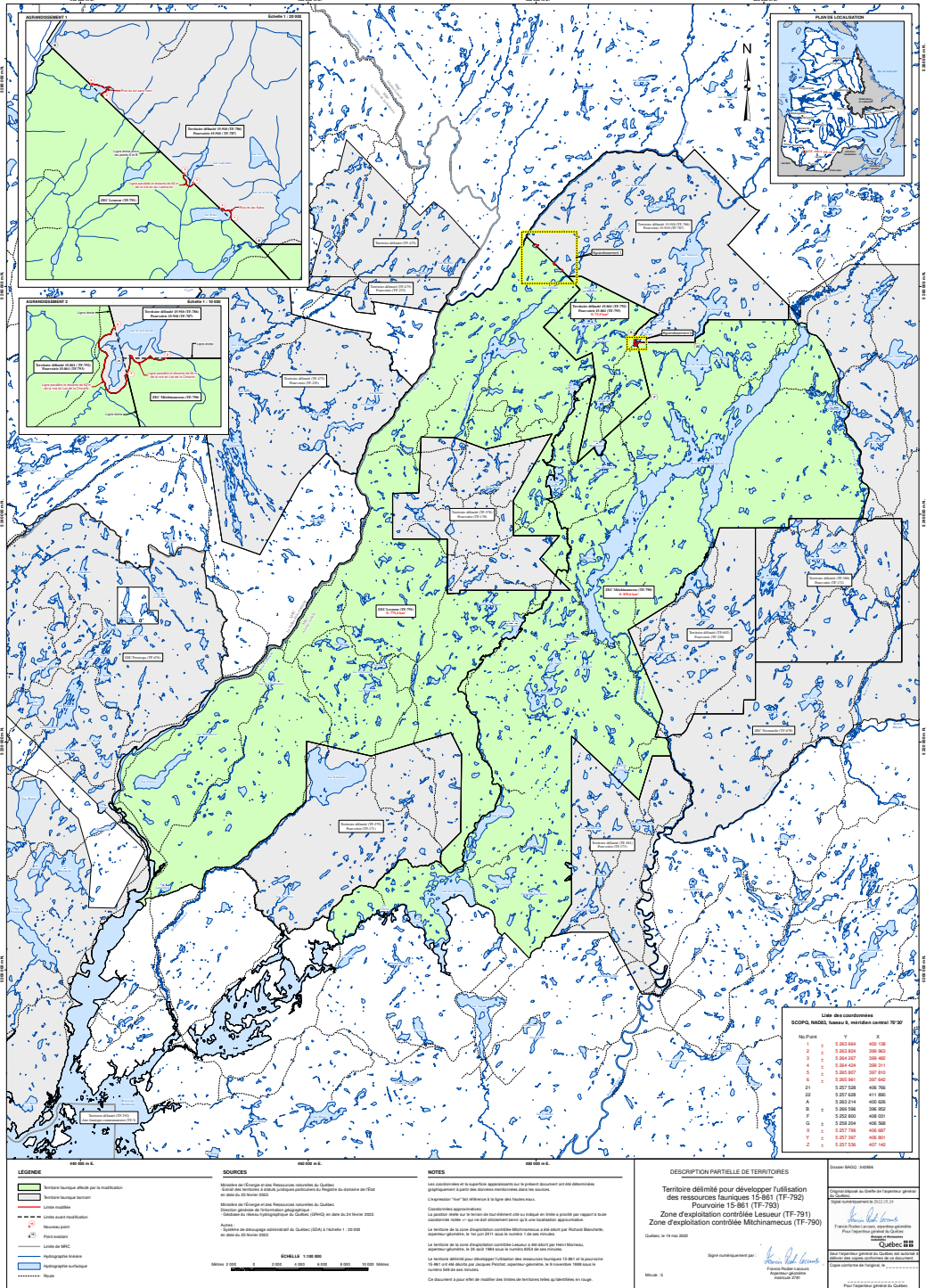
Order 2022-1001 dated 29 November 2022 is amended by replacing Schedules 35 and 46 by Schedules 35 and 46 attached to this Order;

This Order comes into force on the date of its publication in the *Gazette officielle du Québec*.

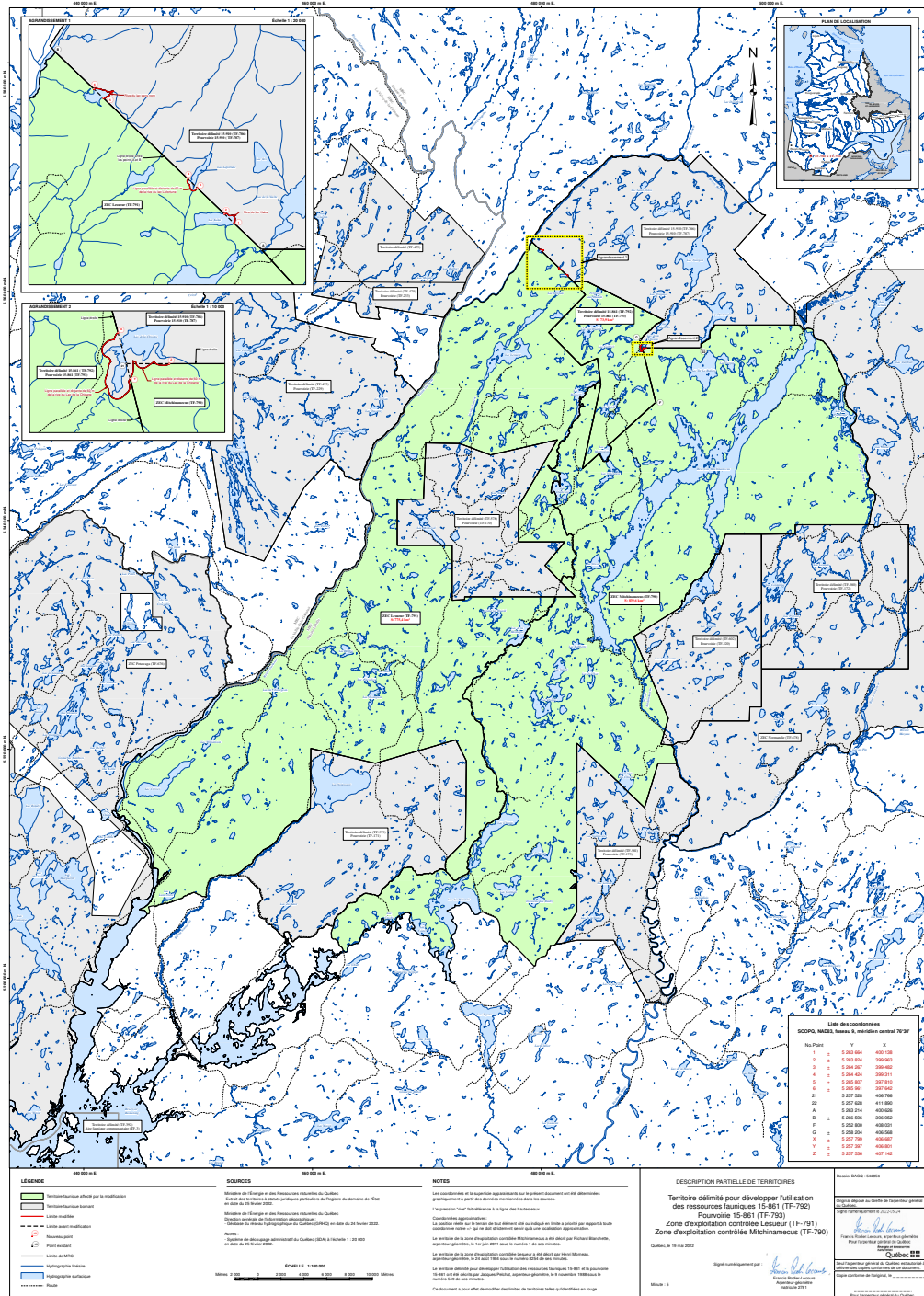
Québec, 28 November 2023

BENOIT CHARETTE
Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks

Schedule 35



Schedule 46



M.O., 2023**Order of the Minister of Municipal Affairs dated 4 December 2023**

Cities and Towns Act
(chapter C-19)

Municipal Code of Québec
(chapter C-27.1)

Act respecting the Communauté métropolitaine de Montréal
(chapter C-37.01)

Act respecting the Communauté métropolitaine de Québec
(chapter C-37.02)

Act respecting public transport authorities
(chapter S-30.01)

Regulation to amend the Regulation ordering the expenditure threshold for a contract that may be awarded only after a public call for tenders, the minimum time for the receipt of tenders and the expenditure ceiling allowing the territory from which tenders originate to be limited

THE MINISTER OF MUNICIPAL AFFAIRS,

CONSIDERING section 573.3.3.1.1 of the Cities and Towns Act (chapter C-19), article 938.3.1.1 of the Municipal Code of Québec (chapter C-27.1), section 118.1.0.1 of the Act respecting the Communauté métropolitaine de Montréal (chapter C-37.01), section 111.1.0.1 of the Act respecting the Communauté métropolitaine de Québec (chapter C-37.02), and section 108.1.0.1 of the Act respecting public transport authorities (chapter S-30.01), which provide that the Minister of Municipal Affairs may order, by regulation, the expenditure threshold for a contract that may be awarded only after a public call for tenders, the minimum time for the receipt of tenders, the expenditure ceiling allowing the territory from which tenders originate to be limited, and the expenditure ceiling and threshold that allow discrimination based on territory;

CONSIDERING the making of the Regulation ordering the expenditure threshold for a contract that may be awarded only after a public call for tenders, the minimum time for the receipt of tenders and the expenditure ceiling allowing the territory from which tenders originate to be limited (chapter C-19, r. 5);

CONSIDERING that, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation to amend the Regulation ordering the

expenditure threshold for a contract that may be awarded only after a public call for tenders, the minimum time for the receipt of tenders and the expenditure ceiling allowing the territory from which tenders originate to be limited was published in Part 2 of the *Gazette officielle du Québec* of 6 September 2023 with a notice that it could be made on the expiry of 45 days following that publication;

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

ORDERS AS FOLLOWS:

The Regulation to amend the Regulation ordering the expenditure threshold for a contract that may be awarded only after a public call for tenders, the minimum time for the receipt of tenders and the expenditure ceiling allowing the territory from which tenders originate to be limited, attached to this Order, is hereby made.

Québec, 4 December 2023

ANDRÉE LAFOREST
Minister of Municipal Affairs

Regulation to amend the Regulation ordering the expenditure threshold for a contract that may be awarded only after a public call for tenders, the minimum time for the receipt of tenders and the expenditure ceiling allowing the territory from which tenders originate to be limited

Cities and Towns Act
(chapter C-19, s. 573.3.3.1.1)

Municipal Code of Québec
(chapter C-27.1, s. 938.3.1.1)

Act respecting the Communauté métropolitaine de Montréal
(chapter C-37.01, s. 118.1.0.1)

Act respecting the Communauté métropolitaine de Québec
(chapter C-37.02, s. 111.1.0.1)

Act respecting public transit authorities
(chapter S-30.01, s. 108.1.0.1)

1. The Regulation ordering the expenditure threshold for a contract that may be awarded only after a public call for tenders, the minimum time for the receipt of tenders and the expenditure ceiling allowing the territory from which tenders originate to be limited (chapter C-19, r. 5) is amended by replacing the title by the following:

“Regulation ordering the applicable thresholds, ceilings and time periods when awarding certain municipal contracts”.

2. Section 1 is amended by replacing “\$121,200” by “the minimum threshold provided for in any intergovernmental agreement on the opening of public procurement for the municipal body”.

3. Section 2 is amended

(1) by replacing “\$366,800” in paragraph 2 by “the minimum threshold as of which the municipal body must open such contracts to contractors or suppliers that have an establishment in Canada or in a territory covered by the Comprehensive Economic and Trade Agreement between Canada and the European Union and its Member States, hereinafter referred to as the “Agreement between Canada and the European Union”, pursuant to that agreement”;

(2) by replacing “\$366,800” in the portion before subparagraph *a* of paragraph 3 by “the minimum threshold set under paragraph 2”;

(3) by replacing “\$366,800” in paragraph 4 by “the minimum threshold set under paragraph 2”;

(4) by replacing “\$9,100,000” in paragraph 5 by “the minimum threshold as of which the municipal body must open such a contract to contractors or suppliers that have an establishment in Canada or in a territory covered by the Agreement between Canada and the European Union pursuant to that agreement”;

(5) by replacing “\$9,100,000” in paragraph 6 by “the minimum threshold set under paragraph 5”.

4. Section 3 is amended by replacing “\$366,800 in the case of a supply contract or a contract for the supply of services” by “, in the case of a supply contract or a contract for the supply of services, the minimum threshold as of which the municipal body must open such contracts to contractors or suppliers that have an establishment in Canada or in a territory covered by the Agreement between Canada and the European Union pursuant to that agreement”.

5. Section 4 is amended

(1) by replacing “\$302,900” in paragraph 1 by “the minimum threshold as of which the municipal body must open such a contract to contractors or suppliers that have an establishment in Canada covered by the Canadian Free Trade Agreement”;

(2) by replacing “\$302,900 but less than \$9,100,000” in paragraph 2 by “the minimum threshold set under paragraph 1 but less than the minimum threshold as of which the municipal body must open such contracts to contractors or suppliers that have an establishment in Canada or in a territory covered by the Agreement between Canada and the European Union pursuant to that agreement”;

(3) in paragraph 3

(a) by replacing “\$9,100,000” by “the minimum threshold set under paragraph 2”;

(b) by replacing “Comprehensive Economic and Trade Agreement between Canada and the European Union and its Member States” by “Agreement between Canada and the European Union”.

6. Section 4.1 is amended by replacing “\$366,800 in the case of a supply contract or a contract for services and \$9,100,000 in the case of a construction contract” by “the minimum threshold as of which the municipal body must open each of the contracts referred to in any of those subparagraphs to contractors or suppliers that have an establishment in Canada or in a territory covered by the Agreement between Canada and the European Union pursuant to that agreement”.

7. Section 4.2 is amended by replacing “\$366,800” by “the minimum threshold as of which the municipal body must open each of the contracts referred to in any of those paragraphs to contractors or suppliers that have an establishment in Canada or in a territory covered by the Agreement between Canada and the European Union pursuant to that agreement”.

8. The following is added after section 4.2:

“**4.3.** For the purposes of this Regulation, where a body is not subject to an intergovernmental agreement on the opening of public procurement, the thresholds, ceilings and time limits applicable to the body are those applicable to a local municipality.”.

9. This Regulation comes into force on 1 January 2024.

106602

M.O., 2023**Order 2023-30 of the Minister of Transport and Sustainable Mobility dated 29 November 2023**

Highway Safety Code
(chapter C-24.2)

Extension of the suspension of the prohibition from driving a road vehicle on bridges P-15020 of autoroute 25 and P-10942 of autoroute 30 subject to a toll under the Act respecting transport infrastructure partnerships unless the amount of the toll and the fees are paid in accordance with that Act

THE MINISTER OF TRANSPORT AND SUSTAINABLE MOBILITY,

CONSIDERING section 633.2 of the Highway Safety Code (chapter C-24.2), which provides that the Minister of Transport and Sustainable Mobility may, by order and after consultation with the Société de l'assurance automobile du Québec, suspend the application of a provision of the Code or the regulations for the period specified by the Minister if the Minister considers that it is in the interest of the public and is not likely to compromise highway safety;

CONSIDERING that that section provides that the publication requirement set out in section 8 of the Regulations Act (chapter R-18.1) does not apply to an order made under section 633.2;

CONSIDERING Ministerial Order 2020-20 (2020, G.O. 2, 3337B), which suspends the prohibition from driving a road vehicle on bridges P-15020 of autoroute 25 and P-10942 of autoroute 30 subject to a toll under the Act respecting transport infrastructure partnerships (chapter P-9.001) unless the amount of the toll and the fees are paid in accordance with that Act if the road vehicle, or in the case of a combination of road vehicles, the motorized road vehicle has a licence plate with green lettering issued by the Société de l'assurance automobile du Québec and a transponder registered for the road vehicle is inside the vehicle and is functioning;

CONSIDERING that that suspension was extended until 1 January 2024 by Ministerial Order 2021-20 (2021, G.O. 2, 3535B);

CONSIDERING that it is expedient to further extend the suspension;

CONSIDERING that the Minister considers that the extension of the suspension is in the interest of the public and is not likely to compromise highway safety;

CONSIDERING that the Société de l'assurance automobile du Québec has been consulted;

ORDERS AS FOLLOWS:

1. Section 2 of Ministerial Order 2020-20 (2020, G.O. 2, 3337B) is again amended by replacing "1 January 2024" by "1 April 2027".

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

Québec, 29 November 2023

GENEVIÈVE GUILBAULT

Minister of Transport and Sustainable Mobility

106583

M.O., 2023**Order 2023-1009 of the Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks dated 29 November 2023**

MAKING the Regulation to amend the Regulation respecting mandatory reporting of certain emissions of contaminants into the atmosphere

THE MINISTER OF THE ENVIRONMENT, THE FIGHT AGAINST CLIMATE CHANGE, WILDLIFE AND PARKS,

CONSIDERING section 2.2 of the Environment Quality Act (chapter Q-2), which provides that the Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks may make regulations determining what information a person or a municipality is required to provide regarding an enterprise, a facility or an establishment that the person or municipality operates;

CONSIDERING section 46.2 of the Act, which provides that the Minister may, by regulation, determine the emitters required to report greenhouse gas emissions and the related information and documents to be provided to the Minister;

CONSIDERING the Ministerial Order dated 26 September 2007 (2007, G.O. 2, 2833) under which the Regulation respecting mandatory reporting of certain emissions of contaminants into the atmosphere was made;

CONSIDERING the publication in Part 2 of the *Gazette officielle du Québec* of 20 September 2023, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), of a draft Regulation to amend the Regulation

respecting mandatory reporting of certain emissions of contaminants into the atmosphere with a notice that it could be made by the Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks on the expiry of 45 days following that publication;

CONSIDERING the comments received during the consultation and that it is expedient to take them into consideration;

CONSIDERING that it is expedient to make the Regulation with amendments;

ORDERS AS FOLLOWS:

The Regulation to amend the Regulation respecting mandatory reporting of certain emissions of contaminants into the atmosphere, attached to this Order, is made.

Québec, 29 November 2023

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

Regulation to amend the Regulation respecting mandatory reporting of certain emissions of contaminants into the atmosphere

Environment Quality Act
(chapter Q-2, ss. 2.2 and 46.2)

1. The Regulation respecting mandatory reporting of certain emissions of contaminants into the atmosphere (chapter Q-2, r. 15) is amended in the first paragraph of section 1 by inserting “It also applies to all operators whose enterprise, facility or establishment engages in capture, storage, re-use or elimination of any of the contaminants listed in Schedule A.1 or receives transfers of any of those contaminants from another operator’s enterprise, facility or establishment” at the end.

2. Section 2 is amended by inserting “, as well as certain other situations in which they are subject to the reporting requirements” after “determines the thresholds over which enterprises, facilities or establishments are required to report their emissions in relation to the contaminants associated with those phenomena”.

3. The following is inserted after section 6.1.1:

“**6.1.2.** Any person or municipality that is not referred to in section 6.1 or 6.1.1 and that operates an enterprise, a facility or an establishment that, during a calendar year, engaged in the capture, storage, re-use or elimination of any of the greenhouse gas emissions listed in Schedule A.1, or received transfers of any of those emissions from other operators’ enterprises, facilities or establishments is required to report its emissions for that calendar year to the Minister in accordance with this section.

The fifth, sixth and seventh paragraphs of section 6.1 apply to emitters referred to in this section with the necessary modifications.

6.1.3. Emitters referred to in this section that operate an enterprise, a facility or an establishment that transfers greenhouse gas emissions listed in Schedule A.1 to an enterprise, facility or establishment of another operator that is subject to the requirement to report its emissions must provide that operator with all the data required for the report for the period concerned.

All emitters referred to in section 6.1.2 and those emitters referred to in sections 6.1 and 6.1.1 that operate an enterprise, a facility or an establishment that engages in one of the activities listed in the first paragraph of section 6.1.2 must, upon ceasing those activities, notify the Minister as soon as possible.”

4. Section 6.2 is amended

(1) by replacing “6.1 or 6.1.1” in the first paragraph by “6.1., 6.1.1 or 6.1.2”;

(2) by inserting “, and specify, in the case of CO₂ emissions, whether they are attributable to the combustion or use of biomass or biomass fuels” at the end of subparagraph 5 of the first paragraph;

(3) by inserting the following subparagraph after subparagraph 5 of the first paragraph:

“(5.1) the total quantity of emissions of each greenhouse gas transferred from another establishment and the quantity of emissions generated by this operation, in metric tons, along with the contact information of the original site for each of those emissions and specify, in the case of CO₂ emissions, whether they are attributable to the combustion or use of biomass or biomass fuels;”;

(4) by inserting the following subparagraphs after subparagraph iii of subparagraph *b* of subparagraph 8 of the first paragraph:

“(b.1) the total quantity of emissions captured, stored, re-used, eliminated or transferred out of the establishment for each greenhouse gas and the quantity of emissions generated by each operation, in metric tons, while specifying the emissions type from those listed below, along with the contact information of each operating or transfer site and, in the case of CO₂ emissions, whether they are attributable to the combustion or use of biomass or biomass fuels:

i. the annual fixed process CO₂ emissions, in metric tons;

ii the annual greenhouse gas combustion emissions, in metric tons CO₂ equivalent;

iii. the annual other category greenhouse gas emissions, in metric tons CO₂ equivalent;

(b.2) the total quantity of emissions of each greenhouse gas transferred from another establishment and the quantity of emissions generated by this operation, in metric tons, while specifying the emissions type from those listed below, along with the contact information of the original site for each emission and, in the case of CO₂ emissions, whether they are attributable to the combustion or use of biomass or biomass fuels:

i. the annual fixed process CO₂ emissions, in metric tons;

ii. the annual greenhouse gas combustion emissions, in metric tons CO₂ equivalent;

iii. the annual other category greenhouse gas emissions, in metric tons CO₂ equivalent;”.

5. Section 6.4 is amended by replacing “6.1 or 6.1.1” in the first paragraph by “6.1, 6.1.1 or 6.1.2”.

6. Section 6.9 is amended by inserting the following paragraphs after paragraph 7:

“(7.0.1) the total quantity of greenhouse gas emissions referred to in Schedule A.1 that have been captured, stored, re-used, eliminated or transferred out of the establishment, for each type of emissions, namely

- i. the annual fixed process CO₂ emissions, in metric tons;
- ii. the annual greenhouse gas combustion emissions, in metric tons CO₂ equivalent;
- iii. the annual other category greenhouse gas emissions, in metric tons CO₂ equivalent;

(7.0.2) the total quantity of greenhouse gas emissions referred to in Schedule A.1 that have been transferred from another establishment for each type of emissions, namely

- i. the annual fixed process CO₂ emissions, in metric tons;
- ii. the annual greenhouse gas combustion emissions, in metric tons CO₂ equivalent;
- iii. the annual other category greenhouse gas emissions, in metric tons CO₂ equivalent; ».

7. Section 9 is amended by inserting “6.1.2,” after “section 6.1, 6.1.1,”.

8. Section 9.4 is amended by inserting “6.1.2,” after “section 6.1, 6.1.1,”.

9. Schedule A.2 is amended

(1) in protocol QC.1

(a) by inserting “or biomethane” after “natural gas” in paragraph 2 of QC.1.3.2 of QC.1.3;

(b) in QC.1.5

i. by inserting “and biomethane” at the end of paragraph 2 of the first paragraph of QC.1.5.1;

ii. by inserting “and biomethane” after “natural gas” in subparagraph a of equation 1-17 of QC.1.5.4;

iii. by inserting “, biomethane” after “natural gas” in subparagraph a of subparagraph 3 of the second paragraph of QC.1.5.5;

(c) in QC.1.7

i. in Table 1-1

a. by inserting the following line after the line “Natural gas” under Gaseous fuels:

“	
Biomethane	38.32
”	

b. by replacing the line “Landfill gas (methane portion)” under Gaseous fuels by the following line:

“	
Landfill gas (methane portion)	37.03
”	

c. by replacing the line “Biogas (methane portion)” under Gaseous fuels by the following line:

“	
Biogas (methane portion)	37.03
”	

ii. in Table 1-3

a. by replacing the line “Landfill gas (methane portion)” under Gaseous fuels and biofuels by the following line:

“						
Landfill gas (methane portion)	1.830	49.41	0.095	2.566	0.019	0.513
”						

b. by replacing the line “Biogas (methane portion)” under Gaseous fuels and biofuels by the following line:

“						
Biogas (methane portion)	1.830	49.41	0.095	2.566	0.019	0.513
”						

iii. by inserting “and biomethane” at the end of the title of Table 1-4;

iv. by inserting “and biomethane” after “natural gas” in the title of Table 1-7;

(2) in protocol QC.16

(a) by inserting the following paragraph at the end of the first paragraph of QC.16.2:

“(19) the total energy consumed, in gigajoules, calculated using the following equation:

$$Q_{\text{QC.16 (consumed)}} = \sum_{k=0}^n \text{HHV}_k \text{Fuel}_k.$$

Where

$Q_{\text{QC.16 (consumed)}}$ = the total quantity of energy consumed annually to generate steam, in gigajoules;

n = Number of fuels consumed;

k = Fuels;

Fuel_k = Mass or volume of the fuel k combusted annually, expressed

— in bone dry metric tons, when the quantity is expressed as a mass;

— in thousands of cubic metres at standard conditions, when the quantity is expressed as a volume of gas;

— in kilolitres, when the quantity is expressed as a volume of liquid;

— in metric tons collected, in the case of municipal solid waste;

HHV_k = High heat value determined in accordance with QC.1.3.1 or QC.1.3.2, for each type of fuel, expressed

— in gigajoules per bone dry metric ton, in the case of a fuel whose quantity is expressed as a mass;

— in gigajoules per thousand cubic metres, in the case of a fuel whose quantity is expressed as a volume of gas;

— in gigajoules per kilolitre, in the case of a fuel whose quantity is expressed as a volume of liquid.”;

(b) by inserting the following subparagraph at the end of paragraph 1 of QC.16.3.2 of QC.16.3:

“(c) for other fuels listed in Table 1-2, in accordance with QC.1.3.1, QC.1.3.2 or QC.1.3.3;”;

(3) by replacing Table 17-1 of QC.17.4 in protocol QC.17 by the following:

“Table 17-1. Default greenhouse gas emission factors for Canadian provinces and certain North American markets, in metric tons CO₂ equivalent per megawatt-hour

Canadian provinces and North American markets	Default emission factor (metric ton GHG/MWh)
Newfoundland and Labrador	0.016
Nova Scotia	0.664
New Brunswick	0.292
Québec	0.001
Ontario	0.028
Manitoba	0.002
Vermont	0.005
New England Independent System Operator (NE-ISO), including all or part of the following states: - Connecticut - Massachusetts - Maine - Rhode Island - Vermont - New Hampshire	0.266
New York Independent System Operator (NY-ISO)	0.227
Pennsylvania Jersey Maryland Interconnection Regional Transmission Organization (PJM-RTO), including all or part of the following states: - North Carolina - Delaware - Indiana - Illinois - Kentucky - Maryland - Michigan - New Jersey - Ohio - Pennsylvania - Tennessee - Virginia - West Virginia - District of Columbia	0.439

<p>Midwest Independent Transmission System Operator (MISO-RTO), including all or part of the following states:</p> <ul style="list-style-type: none"> - Arkansas - North Dakota - South Dakota - Minnesota - Iowa - Missouri - Wisconsin - Illinois - Michigan - Indiana - Montana - Kentucky - Texas - Louisiana - Mississippi - Manitoba 	0.484
<p>Southwest Power Pool (SPP), including all or part of the following states:</p> <ul style="list-style-type: none"> - Kansas - Oklahoma - Colorado - Nebraska - New Mexico - Texas - Louisiana - Missouri - Arkansas - Iowa - Minnesota - Montana - North Dakota - South Dakota - Wyoming 	0.478

(4) in protocol QC.29

(a) by replacing the line “Component type” in Table 29-1 of QC.29.6 by the following line:

“

Component type	Components not in detection survey	Components in detection survey
	Naturas gas (metric tons/hour)	Naturas gas (metric tons/hour)

”

(b) in Table 29-6 of QC.29.6

i. by replacing the line “Generic Piston Pump” under Pumps by the following line:

“

Generic Piston Pump	0.5917	0.0005	0.000027	0.0091	-
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”

ii. by replacing the line “Generic Diaphragm Pump” under Pumps by the following line:

“

Generic Diaphragm Pump	1.0542	0.00202	0.000059	0.0167	-
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”

10. This Regulation comes into force on 1 January 2024.

106581

M.O., 2023**Order 2023-1010 of the Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks dated 29 November 2023**

Regulation respecting manure anaerobic digestion projects eligible for the issuance of offset credits

THE MINISTER OF THE ENVIRONMENT, THE FIGHT AGAINST CLIMATE CHANGE, WILDLIFE AND PARKS,

CONSIDERING section 46.1 of the Environment Quality Act (chapter Q-2), which provides that subdivision 1 of Division VI of Chapter IV of Title I of the Act applies to a person or municipality (the “emitter”) that carries on or operates a business, facility or establishment which emits greenhouse gases, that distributes a product whose production or use entails the emission of greenhouse gases or that is considered to be such an emitter by regulation of the Government;

CONSIDERING section 46.5 of the Act, according to which a cap-and-trade system is established to contribute to the achievement of the greenhouse gas reduction and limitation targets and mitigate the cost of reducing or limiting greenhouse gas emissions;

CONSIDERING subparagraph 2 of the first paragraph of section 46.8 of the Act, which allows the Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks, subject to the conditions determined by regulation of the Government, to grant offset credits in particular to any person or municipality having carried out, in whole or in part, in accordance with the regulation made under section 46.8.2 of the Act, a project eligible for such credits that has resulted in a reduction of greenhouse gas emissions;

CONSIDERING section 46.8.2 of the Act, according to which the Minister may, by regulation, determine the projects that are eligible for offset credits, the conditions and methods applicable to those projects, and the information or documents, in particular, that must be kept or provided to the Minister by the person or municipality responsible for carrying out the project;

CONSIDERING the first paragraph of section 30 of the Act respecting certain measures enabling the enforcement of environmental and dam safety legislation (M-11.6), according to which the Government may, in a regulation made in particular under the Environment Quality Act, specify that failure to comply with a provision of the regulation may give rise to a monetary administrative penalty

and the regulation may set out the conditions for applying the penalty and determine the amounts or the methods for calculating them, which amounts may vary in particular according to the extent to which the standards have been violated;

CONSIDERING the first paragraph of section 45 of that Act, according to which the Government may determine in particular the provisions of a regulation the Government has made in particular under the Environment Quality Act whose contravention constitutes an offence and renders the offender liable to a fine the minimum and maximum amounts of which are set by the Government;

CONSIDERING the publication in Part 2 of the *Gazette officielle du Québec* of 5 April 2023, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), of the draft Regulation respecting manure anaerobic digestion projects eligible for the issuance of offset credits with a notice that it could be made by the Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks on the expiry of 45 days following that publication;

CONSIDERING the comments received during the consultation and that it is appropriate to take them into account;

CONSIDERING that it is expedient to make the Regulation with amendments;

ORDERS AS FOLLOWS:

The Regulation respecting manure anaerobic digestion projects eligible for the issuance of offset credits, attached to this Order, is hereby made.

Québec, 29 November 2023

BENOIT CHARETTE

Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks

Regulation respecting manure anaerobic digestion projects eligible for the issuance of offset credits

Environment Quality Act
(chapter Q-2, ss. 46.1, 46.5 and 46.8.2)

Act respecting certain measures enabling the enforcement of environmental and dam safety legislation
(chapter M-11.9, s. 1 (s. 30, 1st par., and s. 45, 1st par.))

CHAPTER I
OBJECT, SCOPE AND INTERPRETATION

1. The object of this Regulation is to

- (1) determine the manure anaerobic digestion projects that are eligible for the issuance of offset credits pursuant to section 46.8.2 of the Environment Quality Act (chapter Q-2);
- (2) determine the conditions and methods applicable to such projects; and
- (3) determine the information and documents that a person or municipality responsible for carrying out an eligible project or a project whose eligibility must be determined must keep or provide to the Minister.

2. In this Regulation, unless otherwise indicated by context,

“biogas” means the raw gas produced by the fermentation of organic matter in the absence of oxygen;

“cap-and-trade system for emission allowances” means a cap-and-trade system for greenhouse gas emission allowances established pursuant to the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances;

“cover crop” means a plant or mixture of plants that are sown after or during the growth of crop plants and that are not mowed, harvested or grazed before a period of 2 years following the harvest of the crop plants;

“crop residue” means aboveground biomass from cereal crops and oil crops left on the ground after harvest, except biomass used as litter;

“digester” means any hermetically closed and impervious tank or set of tanks within which a biological degradation process for organic matter takes place by fermentation in the absence of oxygen. For the purposes of this Regulation, a manure storage facility with a methane capture cover is not a digester;

“greenhouse gas” or “GHG” means a gas referred to in the second paragraph of section 46.1 of the Environment Quality Act (chapter Q-2) or in the second paragraph of section 70.1 of the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances (chapter Q-2, r. 46.1), namely carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulphur hexafluoride (SF₆), nitrogen trifluoride (NF₃), chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs);

“manure” means animal waste under liquid manure management within the meaning of section 3 of the Agricultural Operations Regulation (chapter Q-2, r.26);

“methane destruction device” means any device or operation referred to in Appendix A that allows methane to be destroyed;

“methane reclamation device” means any device or operation referred to in Appendix A that allows methane to be reclaimed;

“officer” means the president, chief executive officer, chief operating officer, chief financial officer or secretary of a legal person or a person holding a similar position, or any person designated as an officer by a resolution of the board of directors;

“professional” means a professional within the meaning of section 1 of the Professional Code (chapter C-26); any other person authorized by a professional order to carry on an activity reserved to a member of that order is also deemed to be a professional;

“promoter” means any person responsible for carrying out a project eligible for the issuance of offset credits.

CHAPTER II

ELIGIBILITY

DIVISION I

ELIGIBILITY CONDITIONS

3. A project to prevent methane emissions by the anaerobic digestion of manure is eligible for the issuance of offset credits pursuant to section 46.8.2 of the Environment Quality Act (chapter Q-2), for the eligibility period provided for in Division II of this Chapter, if it meets the following conditions:

(1) the project is carried out by a promoter registered for the cap-and-trade system for emission allowances in accordance with the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances (chapter Q-2, r. 46.1), that is domiciled in Québec in the case of a natural person or has an establishment in Québec in other cases;

(2) the GHG emission reductions attributable to the project are achieved as an initiative of the promoter, without the promoter being required to do so, on the date of filing of the project notice or renewal notice provided for in Chapter IV, under a law or regulation, an authorization, an order made pursuant to a law or regulation or a court decision;

- (3) the manure anaerobic digestion process takes place in a digester as defined in paragraph 1 of section 2;
- (4) the methane is reclaimed or destroyed using a reclamation device or destruction device referred to in Appendix A;
- (5) the anaerobic digestion facility is situated in Québec;
- (6) subject to the second paragraph, the proportion of crop residues that supply the anaerobic digestion facilities may not exceed, during the eligibility period referred to in section 6, 10% of the annual gross tonnage of the solid or liquid manure of those facilities.

Despite paragraph 6 of the first paragraph, the project is not eligible for the issuance of offset credits if the crop residues that supply the anaerobic digestion facilities do not comply with the following requirements:

- (1) the rate of organic materials present in the soil where the crop residues are sourced must be 4% or greater;
- (2) the crop residues are not sourced from a cover crop;
- (3) the soils where the crop residues are sourced must be covered by a cover crop that took root not later than the 1 December that precedes the removal of the residues;

The rate of organic materials referred to in subparagraph 1 of the second paragraph is determined by a soil analysis carried out at least 2 years preceding the removal of the crop residues from the soil.

4. For the purposes of this Regulation, the manure used in the anaerobic digestion process must

- (1) come from swine or cattle;
- (2) come from an agricultural operation equipped with a liquid manure management system; and
- (3) come only from structures situated upstream from a manure storage works and not have been stored in a structure from which some of the methane may have been emitted into the atmosphere.

DIVISION II

ELIGIBILITY PERIOD

5. For the purposes of this Regulation, “eligibility period” means the period during which a project remains eligible for the issuance of offset credits, subject to compliance with the eligibility conditions in force when the project notice provided for in either section 11 or the second paragraph of section 13, or the renewal notice provided for in section 14, is filed.

6. The eligibility period has a term of 10 consecutive years and begins on the project start date.

The eligibility period may be renewed for the same term by filing the renewal notice provided for in section 14. The renewed eligibility period begins on the day following the end of the preceding period.

For the purposes of this Regulation, a project eligible for the issuance of offset credits is deemed to begin on the date on which the first GHG emission reductions attributable to the project occur.

CHAPTER III

GENERAL CONDITIONS APPLICABLE TO AN ELIGIBLE PROJECT

7. A project eligible for the issuance of offset credits must be carried out in accordance with all the requirements applicable to the project based on its type and the place where it is carried out.

8. The promoter must send to the Minister, within 30 days, a notice informing the Minister of any of the following events:

- (1) the promoter terminates the project before the end of the eligibility period referred to in section 6;
- (2) the promoter transfers responsibility for carrying out the project to another person.

The promoter must, for the purposes of the first paragraph, send a notice containing the following documents and information:

- (1) in the case of a project termination,
 - (a) the date of the project termination;
 - (b) the reason for the project termination;
 - (c) an estimate of the offset credits that will be requested by the promoter, for the reporting period during which termination occurs, in accordance with the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances (chapter Q-2, r. 46.1); and
 - (d) a declaration by the promoter or the promoter's representative that the information provided is complete and accurate;
- (2) in the case of a transfer,
 - (a) the date of the transfer;
 - (b) the name of the transferee and all the information needed to identify the transferee, including the number of the general account opened by the Minister for the transferee pursuant to section 14 of the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances after the transferee registers for the cap-and-trade system for emission allowances;

(c) an estimate of the offset credits that will be requested by the promoter and by the transferee for the reporting period during which the transfer is carried out, in accordance with the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances; and

(d) a declaration by the promoter and the transferee, or their representatives, that the information provided is complete and accurate.

9. The promoter must use the forms or templates available on the website of the Ministère de l'Environnement, de la Lutte contre les changements climatiques, de la Faune et des Parcs to submit any information or document required pursuant to this Regulation.

10. The promoter must keep a copy of any information or document that must be submitted pursuant to this Regulation for the duration of the project and for a minimum period of 7 years after the project's end date.

The promoter must also keep any other information or document needed to quantify the GHG emission reductions attributable to the promoter's project pursuant to Chapter V of this Regulation for the duration of the project and for a minimum period of 7 years after the project's end date.

The information and documents referred to in this section must also be provided to the Minister on request.

CHAPTER IV

PROJECT NOTICE AND RENEWAL NOTICE

11. The promoter must, not later than the date of filing of the first issuance request for offset credits under the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances (chapter Q-2, r. 46.1), file a project notice with the Minister containing the following information and documents:

(1) the information needed to identify the promoter and the promoter's representative, if any;

(2) the number of the general account opened by the Minister for the promoter pursuant to section 14 of the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances following the promoter's registration for the cap-and-trade system for emission allowances;

(3) a summary description of the project and information about its location;

(4) an estimate of the expected annual and total GHG emission reductions attributable to the project, in metric tonnes CO₂ equivalent;

(5) the duration of the project and the start date for the project, when known, or in other cases an estimate of the duration and start date;

- (6) when the promoter has retained or intends to retain the services of a professional or another person to prepare or carry out the project,
 - (a) the information needed to identify that professional or person;
 - (b) a summary of the tasks that have been or will be entrusted to that professional or person; and
 - (c) where applicable, a declaration by the professional or person that the information and documents provided are complete and accurate;
- (7) the information needed to identify the owner of the anaerobic digestion site where the project is carried out and the owner's representative, if any;
- (8) the information needed to identify any person involved in reclaiming methane, in particular by purchasing the gas, and a description of the role played in reclamation by that person;
- (9) a declaration by the promoter or the promoter's representative that the information and documents provided are complete and accurate.

12. On receiving a project notice, the Minister assigns a project code and communicates the code to the promoter.

13. The project described in a notice filed in accordance with section 11 must start within 2 years following the filing.

After that time, a promoter that has not yet started the project must file a new project notice containing the information and documents referred to in section 11.

14. The promoter may, between the sixth and the first month preceding the end of the eligibility period for the project, ask the Minister to renew the eligibility period by filing a renewal notice containing, in addition to what is required by section 11, the following information:

- (1) the project code given to the project by the Minister pursuant to section 12;
- (2) a description of any change planned to the project for the new eligibility period.

CHAPTER V

QUANTIFICATION OF GHG EMISSION REDUCTIONS ATTRIBUTABLE TO AN ELIGIBLE PROJECT

15. The object of this Chapter is to

- (1) identify the GHG sources, sinks and reservoirs forming the project boundaries and determine the GHG emission reductions attributable to the project for quantification purposes;
- (2) define the period during which the GHG emission reductions attributable to the project are quantified and specify the calculation methods used for quantification; and

(3) establish the conditions for project monitoring, including the conditions for collecting and recording the data needed to quantify the GHG emission reductions attributable to the project, for installing, using, maintaining, verifying and calibrating the measuring instruments and other equipment used for data collection, and for using, maintaining and monitoring the reclamation devices and destruction devices used for the project.

DIVISION I

PROJECT BOUNDARIES AND GHG EMISSION REDUCTIONS ATTRIBUTABLE TO THE PROJECT

16. Only the GHG sources, sinks and reservoirs identified in the area of Figure 1 that lies within the dotted line and are described in Table 1 of Appendix B may be used by the promoter to quantify the GHG emission reductions attributable to the promoter's project. The GHG sources, sinks and reservoirs identified in this way form the project boundaries.

17. GHG emission reductions may only be deemed to be attributable to an eligible project for quantification purposes pursuant to this Chapter if no offset credits have previously been issued for those emission reductions pursuant to the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances (chapter Q-2, r. 46.1) and if no credits have been issued under another GHG offset program.

DIVISION II

REPORTING PERIOD AND CALCULATION METHODS FOR QUANTIFICATION

§ 1. – Reporting period

18. For the purposes of this Regulation, “reporting period” means a continuous period, within an eligibility period, during which the GHG emission reductions attributable to a project eligible for the issuance of offset credits are quantified in accordance with this Chapter for the issuance of offset credits.

The reporting periods of a project eligible for the issuance of offset credits cover 12 months and succeed each other in an uninterrupted fashion during the eligibility period for the project.

Despite the second paragraph, the first reporting period covers a minimum period of one month and a maximum period of 18 months.

§ 2. – Calculation methods

19. To quantify the GHG emission reductions attributable to a project during the reporting period, the promoter must use Equation 1:

Equation 1: Quantification of GHG emission reductions attributable to the eligible project

$$ER = CH_{4 \text{ avoided}} - FFE$$

Where:

ER = GHG emission reductions attributable to the project, in metric tonnes CO₂ equivalent;

CH_{4 avoided} = CH₄ emissions avoided by the project, calculated using Equation 2, in metric tonnes CO₂ equivalent;

FFE = GHG emissions attributable to the use of fossil fuels, calculated using Equation 13, in metric tonnes CO₂ equivalent.

20. To quantify the avoided CH₄ emissions attributable to the project, the promoter must use Equation 2:

Equation 2: Calculation of avoided CH₄ emissions attributable to the project

$$CH_{4 \text{ avoided}} = (BE - PE) \times GWP_{CH_4}$$

Where:

CH_{4 avoided} = Avoided CH₄ emissions attributable to the project, in metric tonnes CO₂ equivalent;

BE = CH₄ emissions in the baseline scenario, calculated using Equation 3, in metric tonnes;

PE = CH₄ emissions in the project scenario, calculated using Equation 8, in metric tonnes;

GWP_{CH₄} = Global warming potential of CH₄, taken from Schedule A.1 to the Regulation respecting mandatory reporting of certain emissions of contaminants into the atmosphere (chapter Q-2, r. 15).

§§ 1. – *Calculation of avoided CH₄ emissions attributable to the baseline scenario*

21. To quantify the avoided CH₄ emissions attributable to the project, the promoter must calculate the CH₄ emissions in the baseline scenario using Equations 3 to 8:

Equation 3: Calculation of total CH₄ emissions from manure pits at all agricultural facilities

$$DE = \sum_{i=1}^n Q_{CH_4 \text{ max},i} \times \rho_{CH_4} \times MCF_{pit} \times 0.001$$

Where:

DE = Total CH₄ emissions from the decomposition of manure in manure pits, in metric tonnes CH₄;

n = Number of agricultural facilities;

i = Agricultural facility;

$Q_{CH_4 max,i}$ = Maximum CH₄ production from manure for the eligible project at facility i , in cubic metres at standard conditions, calculated using Equation 4;

ρ_{CH_4} = Density of CH₄, in kilograms per cubic metre = 0.668;

MCF_{pit} = conversion factor for CH₄ in manure pits, as determined in Table 1 of Appendix D;

0.001 = Conversion factor, kilograms to metric tonnes.

Equation 4: Calculation of maximum methane production from eligible manure, by agricultural facility

$$Q_{CH_4 max,i} = QL_i \times \sum_{j=1}^k (R_{QL,i,j} \times VS_j \times B_{0,j})$$

Where:

$Q_{CH_4 max,i}$ = Maximum CH₄ production from eligible manure at facility i , in cubic metres at standard conditions;

k = Number of livestock categories;

j = Livestock category from Table 1 in Appendix C;

QL_i = Quantity of manure from agricultural facility i processed by anaerobic digestion, in kilograms;

$R_{QL,i,j}$ = Estimated rate of manure production by livestock category j at facility i , calculated using Equation 5;

VS_j = Volatile solids for livestock category j , determined in Table 1 in Appendix C, in kilograms per kilogram of manure;

$B_{0,j}$ = Maximum potential CH₄ production for livestock category j , determined in Table 1 in Appendix C, in cubic metres of methane per kilogram of volatile solids.

Equation 5: Estimated rate of manure production for each livestock category, by agricultural facility

$$R_{QL,i,j} = (LF_{i,j} \times FD_j) \div \sum_{j=1}^k (RA_{i,j} \times EF_j)$$

Where:

$R_{QL,i,j}$ = Estimated rate of manure production for livestock category j at facility i ;

$LF_{i,j}$ = Fraction of livestock category j in the herd at facility i , using the value established for each case in the paragraphs below;

EF_j = Excretion factor for livestock category j , determined in Table 1 in Appendix C, in kilograms per head per day;

k = Number of livestock categories at facility *i*;

j = Livestock category from Table 1 in Appendix C.

The fraction of a livestock category per facility (LF) is established as follows:

(1) for cattle facilities, the promoter must determine the average percentage using the headcount for each livestock category in the herd, where the excrement is processed by anaerobic digestion during the reporting period;

(2) for swine facilities, the promoter must determine the average percentage using the number of places for each livestock category in the herd, where the excrement is processed by anaerobic digestion during the reporting period.

22. The promoter may correct the volatile solids rate in the manure prior to anaerobic digestion by replacing Equations 4 and 5 by Equations 6 and 7 and by measuring the volatile solids rate in accordance with the following conditions:

(1) the volatile solids rate is sampled at least quarterly for each source of manure for which the volatile solids rate is corrected;

(2) the sampling must take place after the separation of the solid and liquid phases of the manure, where applicable;

(3) the manure sampled must not have been mixed with other inputs.

The collection and storage of samples must be carried out in accordance with the most recent version of the section concerning the analysis of inorganic chemical parameters in the Protocole d'échantillonnage de matières résiduelles fertilisantes et dispositions particulières liées à l'accréditation (DR-12-MRF-02) published by the Centre d'expertise en analyse environnementale du Québec of the Ministère de l'Environnement, de la Lutte contre les changements climatiques, de la Faune et des Parcs.

The analysis of the volatile solids rate must be conducted by a laboratory accredited by the Centre d'expertise en analyse environnementale du Québec of the Ministère de l'Environnement, de la Lutte contre les changements climatiques, de la Faune et des Parcs in accordance with the most recent version of the Méthode d'analyse MA.100-S.T.1.1 it publishes.

The volatile solids rate to be used in Equation 7 is the lower limit of the 95% confidence interval for the annual average measured.

If the volatile solids rate has not been measured in compliance with the conditions mentioned in the first paragraph, manure that has undergone a treatment to separate the liquid and solid phases must be considered as raw manure and no correction is possible.

Equation 6: Correction of the maximum production of eligible manure based on the volatile solids rate measured, by agricultural facility

$$Q_{CH4 \max \text{ corrected}, i} = QL_i \times \sum_{j=1}^k (VS_{\text{measured}, i} \times R_{VS, j} \times B_{0, j})$$

Where:

$Q_{CH4 \max \text{ corrected}, i}$ = Maximum production of CH₄ from eligible manure at facility i corrected based on the volatile solids rate measured in the solid phase of the liquid manure, in cubic metres at standard conditions;

QL_i = Quantity of manure from agricultural facility i processed by anaerobic digestion, in kilograms;

k = Number of livestock categories;

j = Livestock category from Table 1 in Appendix C;

$VS_{\text{measured}, i}$ = Average volatile solids measured quarterly in manure at agricultural facility i , in kilograms per kilogram of manure;

$R_{VS, j}$ = Estimated rate of volatile solids produced by livestock category j at facility i , calculated using Equation 7;

B_0 = Maximum potential CH₄ production by livestock category j , determined in Table 1 in Appendix C, in cubic metres per kilogram of volatile solids.

Equation 7: Estimated rate of volatile solids attributable to various livestock categories, by agricultural facility

$$R_{VS, i, j} = (RA_{i, j} \times VS_j) \div \sum_{j=1}^k (RA_{i, j} \times VS_j)$$

Where:

$R_{VS, j}$ = Estimated rate of volatile solids produced by livestock category j at facility i ;

k = Number of livestock categories;

j = Livestock category from Table 1 in Appendix C;

$RA_{i, j}$ = Fraction of livestock category j in herd at facility i , using the value established in the cases provided for in the paragraphs following Equation 5;

VS_j = Volatile solids for livestock category j , determined in Table 1 in Appendix C, in kilograms per kilogram of manure.

§§ 2. – *Calculation of avoided CH₄ emissions attributable to the project scenario*

23. For the quantification of avoided CH₄ emissions attributable to the project, the promoter must calculate the CH₄ emissions in the project scenario using Equations 8 to 11:

Equation 8: Calculation of CH₄ emissions from the anaerobic digestion of manure

$$PE = CLE + DE$$

Where:

PE = CH₄ emissions from the project, in metric tonnes CO₂ equivalent;

CLE = CH₄ emissions attributable to constant leaks of biogas during normal operation of the project facilities, calculated using Equation 9, in metric tonnes CH₄;

DE = CH₄ emissions attributable to the decomposition of liquid digestate in the manure pits, calculated using Equation 11, in metric tonnes CH₄.

Equation 9: Calculation of CH₄ emissions attributable to constant leaks of biogas

$$CLE = \sum_{i=1}^n Q_{CH_4 \max, i} \times MCF_{digerester} \times [0.02 + (1 - 0.02) \times (1 - WAE)] \times 0.668 \times 0.001$$

Where:

CLE = CH₄ emissions attributable to constant leaks of biogas during normal operation of the project facilities, in metric tonnes de CH₄;

n = Number of agricultural facilities;

i = Agricultural facility;

$Q_{CH_4 \max, i}$ = Maximum CH₄ production from eligible manure by agricultural facility *i*, calculated using Equation 4 or Equation 6 for the correction of the volatile solids rate, in cubic metres CH₄;

$MCF_{digerester}$ = Conversion factor for CH₄ in the digester, default value = 0.70;

0.02 = Default leak factor at anaerobic digestion facility;

WAE = Weighted average efficiency of all CH₄ reclamation and destruction devices used, calculated using Equation 10;

0.668 = Density of CH₄, in kilograms per cubic metre;

0.001 = Conversion factor, kilograms to metric tonnes.

Equation 10: Calculation of the weighted average efficiency of all CH₄ reclamation or destruction devices

$$WAE = \sum_{d=1}^y \frac{(BG_d \times DEF_d)}{\sum BG_d}$$

Where:

WAE = Weighted average efficiency of all CH₄ reclamation and destruction devices used;

y = Number of reclamation or destruction devices used;

d = Reclamation or destruction device;

BG_d = Biogas sent to reclamation or destruction device *d*, in cubic metres of CH₄ at standard conditions;

DEF_d = Efficiency factor for CH₄ reclamation or destruction device, determined in Appendix A.

Equation 11: Calculation of CH₄ emissions from digestate storage

$$DE = \sum_S^a \sum_i^n (Q_{CH_4 \max, i} \times 0.668 \times 0.001) \times (1 - MCF_{digester}) \times D_S \times MCF_S$$

Where:

DE = CH₄ emissions attributable to the decomposition of digestate while in storage, in metric tonnes CH₄;

a = Number of digestate storage systems;

S = Digestate storage system;

n = Number of agricultural facilities

i = Agricultural facility

Q_{CH₄ max, i} = Maximum CH₄ production from eligible manure at agricultural facility *i*, calculated using Equation 4 or Equation 6 for the correction of the volatile solids rate, in cubic metres CH₄;

0.668 = Density of CH₄, in kilograms per cubic metre

MCF_{digester} = Conversion factor for CH₄ in the digester, default value = 0.70;

D_S = Fraction of digestate sent to storage system S;

MCF_S = CH_4 conversion factor achieved in the digestate storage system, determined in Table 1 of Appendix D.

When the solid and liquid phases of the digestate are separated, the fraction of the digestate stored in various storage systems must be calculated taking into account the volatile solids removed at separation, as determined in Table 2 of Appendix D.

24. For the purposes of Equations 9 and 11, the promoter may replace the default conversion factor for CH_4 in the digester by a conversion factor for methane specific to the anaerobic digestion facility, determined using the method in Appendix F.

25. When the flow meter used for quantification purposes does not correct for the temperature and pressure of the biogas at standard conditions, the promoter must measure the biogas pressure and temperature separately and correct the flow values using Equation 12. The promoter must then use the corrected flow values for quantification purposes.

Equation 12: Correction of biogas volume at standard conditions

$$BG_{d,t} = BG_{uncorrected} \times \frac{293.15}{T} \times \frac{P}{101.325}$$

Where:

BG_t = Corrected volume of biogas sent to reclamation or destruction device d during time interval t , in cubic metres at standard conditions;

d = Reclamation or destruction device;

t = Time interval shown in Appendix E for which CH_4 flow and content measurements are aggregated;

$BG_{uncorrected}$ = Uncorrected volume of the biogas captured during time interval t , in cubic metres;

T = Measured temperature of the biogas for the given time interval, in Kelvin ($^{\circ}C + 273.15$);

P = Measured pressure of the biogas for the given time interval, in kilopascals.

§§ 3. – Calculation of GHG emissions attributable to the use of fossil fuels

26. For the quantification of the GHG emission reductions attributable to the project, the promoter must calculate the quantity of GHG emissions attributable to fossil fuel consumption for the purposes of the project using the following equation:

Equation 13: Calculation of GHG emissions attributable to the portion of fossil fuels used to treat manure

$$FFE = \sum_{f=1}^z \left[CF_f \times \frac{QL}{QI} \times [(FFF_{CO_2,f} \times 10^{-3}) + (FFF_{CH_4,f} \times GWP_{CH_4} \times 10^{-6}) + (FFF_{N_2O,f} \times GWP_{N_2O} \times 10^{-6})] \right]$$

Where:

FFE = Total GHG emissions attributable to fossil fuel consumption, in metric tonnes CO₂ equivalent;

z = Number of types of fossil fuel;

f = Type of fossil fuel;

CF_f = Total quantity of fossil fuel *f* consumed, expressed

— in kilograms, in the case of fuels whose quantity is expressed as a mass;

— in cubic metres at standard conditions, in the case of fuels whose quantity is expressed as a volume of gas;

— in litres, in the case of fuels whose quantity is expressed as a volume of liquid;

QL = Quantity of manure treated by anaerobic digestion, in metric tonnes;

QI = Total quantity of inputs treated by anaerobic digestion, in metric tonnes;

FFF_{CO₂,f} = CO₂ emission factor for fossil fuel *f* specified in Tables 1-3 to 1-8 of QC.1.7 for stationary equipment and in Table 27-1 of QC.27 for mobile equipment in Schedule A.2 of the Regulation respecting mandatory reporting of certain emissions of contaminants into the atmosphere (chapter Q-2, r. 15), expressed

— in kilograms of CO₂ per kilogram, in the case of fuels whose quantity is expressed as a mass;

— in kilograms of CO₂ per cubic metre at standard conditions, in the case of fuels whose quantity is expressed as a volume of gas;

— in kilograms of CO₂ per litre, in the case of fuels whose quantity is expressed as a volume of liquid;

10⁻³ = Conversion factor, kilograms to metric tonnes;

FFF_{CH₄,f} = CH₄ emission factor for fossil fuel *f* specified in Tables 1-3 to 1-8 of QC.1.7 for stationary equipment and in Table 27-1 of QC.27 for mobile equipment in Schedule A.2 of the Regulation respecting mandatory reporting of certain emissions of contaminants into the atmosphere, expressed

— in grams of CH₄ per kilogram, in the case of fuels whose quantity is expressed as a mass;

— in grams of CH₄ per cubic metre at standard conditions, in the case of fuels whose quantity is expressed as a volume of gas;

— in grams of CH₄ per litre, in the case of fuels whose quantity is expressed as a volume of liquid;

GWP_{CH₄} = Global warming potential of CH₄, taken from Schedule A.1 to the Regulation respecting mandatory reporting of certain emissions of contaminants into the atmosphere;

10⁻⁶ = Conversion factor, grams to metric tonnes;

FFF_{N₂O,f} = N₂O emission factor for fossil fuel *f* specified in Tables 1-3 to 1-8 of QC.1.7 for stationary equipment and in Table 27-1 of QC.27 for mobile equipment in Schedule A.2 of the Regulation respecting mandatory reporting of certain emissions of contaminants into the atmosphere, expressed

— in grams of N₂O per kilogram, in the case of fuels whose quantity is expressed as a mass;

— in grams of N₂O per cubic metre at standard conditions, in the case of fuels whose quantity is expressed as a volume of gas;

— in grams of N₂O per litre, in the case of fuels whose quantity is expressed as a volume of liquid;

GWP_{N₂O} = Global warming potential of N₂O, taken from Schedule A.1 to the Regulation respecting mandatory reporting of certain emissions of contaminants into the atmosphere.

§ 3. – *Missing data*

27. Where the data needed to quantify the GHG emission reductions attributable to an eligible project are missing and the following conditions are met, the promoter uses the upper or lower limit of the 95% confidence interval for the 72 hours preceding and following the period for which the data are missing, based on the most prudent result:

- (1) the data are missing for 7 or fewer days;
- (2) the data concern CH₄ concentration parameters or biogas flow measurements that are discontinuous, non-chronic and due to unforeseen circumstances;
- (3) the proper functioning of the digester can be shown by pressure readings from the vessel;
- (4) the proper functioning of the reclamation or destruction device can be shown by thermocouple readings for a flare, or by the monitoring device for a reclamation or destruction device for any other reclamation or destruction device;

- (5) the data concern either the biogas flow or the CH₄ concentration, but not both;
- (6) the missing data concern biogas flow rate measurements, a continuous analyzer is used to measure the CH₄ concentration and it is shown that the CH₄ concentration was consistent with normal operations for the time when the data are missing; and
- (7) the missing data concern the CH₄ concentration measurements and it is shown that the biogas flow rate was consistent with normal operations for the time when the data are missing.

For missing data for more than 7 days, no data may be replaced and no GHG emission reduction may be counted.

DIVISION III

CONDITIONS APPLICABLE TO PROJECT MONITORING

28. The promoter is responsible for project monitoring, which includes all tasks relating to the collecting and recording of the data needed to quantify the GHG emission reductions attributable to the project, and all tasks relating to the installation, use, maintenance, verification and calibration of the measurement instruments and other equipment used for data collection and to the use, maintenance and monitoring of reclamation and destruction devices.

The promoter must ensure that the measurement and monitoring of monitoring parameters are carried out in accordance with the table in Appendix E.

29. To monitor the proper operation of the project, the promoter must calculate the quantity of CH₄ reclaimed or destroyed that can be attributed to the anaerobic digestion of eligible manure as part of the project, using the following equation:

Equation 14: Calculation of the quantity of CH₄ reclaimed or destroyed by the project that can be attributed to the anaerobic digestion of manure

$$CH_4_{V-D} = \sum_{t=1}^x \sum_{d=1}^y \left[BG_{d,t} \times CMD_t \times \left(\frac{QL_t}{QI_t} \right) \times EFD_d \right] \times 0.668 \times 0.001 \times PRP_{CH_4}$$

Where:

CH₄_{V-D} = Quantity of CH₄ reclaimed or destroyed that can be attributed to eligible manure, in metric tonnes CO₂ equivalent;

x = Number of time intervals;

t = Time interval referred to in Appendix E during which measurements of the CH₄ content of the biogas are aggregated;

y = Number of reclamation or destruction devices used;

d = Reclamation or destruction device;

$BG_{d,t}$ = Biogas sent to reclamation or destruction device d , during time interval t , in cubic metres of biogas at standard conditions;

CMD_t = Concentration of CH_4 in the biogas measured at the closest point to the reclamation or destruction device and after purification of the biogas where applicable, during time interval t , in cubic metres of CH_4 per cubic metre of biogas at standard conditions;

QL_t = Quantity of eligible manure treated by the anaerobic digestion facility during time interval de temps t , in metric tonnes;

QI_t = Total quantity of input treated by the anaerobic digestion facility during time interval t , in metric tonnes;

EFD_d = Efficiency factor for CH_4 reclamation or destruction device d , determined in Appendix A;

0.668 = Density of CH_4 , in kilograms per cubic metre;

0.001 = Conversion factor, kilograms to metric tonnes;

GWP_{CH_4} = Global warming potential of CH_4 , taken from Schedule A.1 to the Regulation respecting mandatory reporting of certain emissions of contaminants into the atmosphere (chapter Q-2, r. 15).

30. When the CH_4 reclaimed or destroyed through the anaerobic digestion of eligible manure, calculated using Equation 14, is less than the CH_4 avoided by the project, calculated using Equation 2, the fraction of volatile solids in the digestate after anaerobic digestion in Equation 9 must be replaced by 1.

§ 1. – *Installation and use of measurement instruments and other equipment*

31. Every measurement instrument, biodigester or other equipment used for quantification purposes pursuant to this Chapter must be installed and used in accordance with the manufacturer's instructions, be maintained in good working order and work reliably during operating hours.

32. The quantity of input materials or digestate must be measured using a charging scale that is stationary or installed on a tank truck, or using a level detector installed in the system where inputs are received.

33. The flow meter and the CH_4 analyzer for the biogas must meet the following conditions:

- (1) they must not be separated by a component that eliminates moisture;
- (2) they must be installed in a way that allows them to measure the gas flow and CH_4 concentration in the biogas sent to the reclamation or destruction device before any additional fuel is added.

In addition to the conditions set out in the first paragraph, the flow meter and CH₄ analyzer must measure

- (1) the flow of biogas before it is sent to the reclamation or destruction device, at least once per hour, adjusted for temperature and pressure; and
- (2) the CH₄ concentration of the biogas sent to each reclamation or destruction device, at least once per hour in the case of a stationary methane analyzer or quarterly in the case of a portable methane analyzer.

When the temperature and pressure must be measured to correct flow values at standard conditions, they must be measured at the same frequency as the biogas flow.

§ 2. — *Maintenance, verification and calibration of measurement instruments*

34. Every measurement instrument used for quantification purposes pursuant to this Chapter must be maintained, cleaned and inspected as specified in the project's monitoring plan and at the minimum maintenance, cleaning and inspection frequency specified by the manufacturer.

Not more than 3 months before the end date of the reporting period for which quantification is carried out, the promoter must, for all biogas flow meters, fixed or portable CH₄ analyzers, charging scales or level detectors used for quantification purposes pursuant to this Chapter,

- (1) have the accuracy of every flow meter used verified by a qualified and independent person. The person must, for that purpose, use a Type L Pitot tube or a reference flow meter with a valid calibration certificate issued by the manufacturer or by a third party certified for that purpose, and compare the values obtained using that device with the values measured by the flow meter used for the project; and
- (2) for every CH₄ concentration analyzer, charging scale or level detector used, either
 - (a) have the accuracy of the instrument verified by a qualified and independent person. The person must, for that purpose, use a reference device with a valid calibration certificate issued by the manufacturer or by a third person certified for that purpose, and compare the values obtained using that device with the values measured by the instrument used for the project; or
 - (b) have the instrument calibrated by the manufacturer or by a third party certified for that purpose by the manufacturer.

The promoter must also have the instruments calibrated by the manufacturer or by a third party certified for that purpose by the manufacturer at the frequency specified by the manufacturer or, if that frequency is greater than 5 years, every 5 years.

The verification of the accuracy of charging scales, level detectors, flow meters and CH₄ analyzers performed in accordance with subparagraph 2 of the second paragraph must determine if the relative error in the reading of the mass or volume of inputs, the volumetric flow or the CH₄ concentration is within a +/-5% range from the reference value calculated using the following equation:

Equation 15: Calculation of the relative error of measurement instruments

$$\text{Relative error (\%)} = \frac{M_{\text{project inst}} - M_{\text{reference inst}}}{M_{\text{project inst}}} \times 100$$

Where:

Relative error = Percentage difference between the measurements of the mass or volume of inputs or the volumetric flow or CH₄ concentration of biogas by the project instruments compared to the reference instruments;

$M_{\text{project inst}}$ = Measurement made by measurement instruments for the project, being the mass or volume of inputs measured by charging scales or level detectors, the volumetric flow of biogas measured by the flow meter for the project, or the CH₄ concentration in the biogas measured by the CH₄ analyzer for the project;

$M_{\text{reference inst}}$ = Measurement made by reference instruments, being the mass or volume of inputs measured by the reference charging scales or level detectors, the volumetric flow of biogas measured by the reference flow meter or Type L Pitot tube, or the CH₄ concentration in the landfill gas measured by the reference CH₄ analyzer.

35. When the verification of the accuracy of the measurement instruments in accordance with section 34 shows that the mass or volume of inputs at the charging scales or level detectors, the volumetric flows of biogas at the flow meters, or the CH₄ concentrations at the CH₄ analyzers have a relative error outside the +/-5% range, the promoter must take the necessary corrective actions, such as cleaning or adjusting the sensor on the instruments, as specified by the manufacturer. The promoter must then verify the accuracy of the instruments again in accordance with section 34.

When the corrective actions taken by the promoter do not, following a new verification, ensure that the instruments can maintain a relative error within the +/-5% range, the promoter must have the instruments calibrated by the manufacturer or by a third party certified by the manufacturer. The calibration must be performed not more than 2 months after the end date of the reporting period for which quantification is carried out.

36. Data collected by a measurement instrument between the time of the last verification of the accuracy of the instrument with a relative error within the +/-5% range and the time when a calibration is performed pursuant to the section 34 must be used or corrected to quantify the GHG emission reductions attributable to the project as follows:

- (1) when the relative error calculated using Equation 15 is negative, the promoter must use the measured values without correction;
- (2) when the relative error calculated using Equation 15 is positive, the promoter must correct the measurements by multiplying them by the relative error obtained using that equation.

§ 3. – *Use, maintenance and monitoring of reclamation or destruction devices*

37. Every reclamation or destruction device must be used in accordance with the manufacturer's instructions, be maintained in good working order and work reliably during operating hours.

38. The operating status of reclamation or destruction devices must be monitored and recorded at least hourly, as follows:

- (1) for flares, by thermocouple readings above 260°C;
- (2) for other reclamation or destruction devices referred to in Appendix A, using a monitoring device to verify the operating status of the reclamation or destruction device.

Where methane is injected into a natural gas distribution network, or compressed or liquefied before being injected into a natural gas distribution network, the monitoring device used must be placed at the injection station of the natural gas distribution network.

39. If a monitoring device for any other reclamation or destruction device, or the reclamation or destruction device itself, is not in good working order, the efficiency factor for a device listed in Appendix A is zero.

40. The quantity of methane not reclaimed or destroyed by a reclamation or destruction device that is emitted into the atmosphere during an occasional leak must be identified and quantified. That quantity of methane must be subtracted from the quantification in proportion to the quantity of manure present in the inputs during the 30-day period preceding the occasional leak.

41. When biogas is reclaimed by a person other than the promoter, the promoter must ensure that the conditions of this Division are complied with.

§ 3. – *Monitoring plan*

42. To ensure monitoring of the project, the promoter must establish a project monitoring plan covering the measurement of the parameters in Appendix E as provided for in that Appendix, which must also

- (1) specify the methods used to collect and record the data required for all the parameters in Appendix E, and specify the frequency of data acquisition;
- (2) specify
 - (a) the maintenance, cleaning and inspection frequency specified by the manufacturer;
 - (b) the dates of the maintenance, cleaning and inspection of the equipment used for the project;
 - (c) the frequency of the verification of measurement instrument accuracy and calibration, in accordance with subdivision 2 of this Division; and

- (d) the methods used to replace missing data, where applicable, in accordance with subdivision 3 of Division II of this Chapter;
- (3) specify the role of the person responsible for each monitoring activity and the quality assurance and quality control measures taken to ensure that data acquisition and the verification of measurement instrument accuracy and calibration are carried out consistently, precisely and in accordance with this Chapter; and
- (4) include a template for the maintenance logs for project components.

CHAPTER VI

PROJECT REPORT

DIVISION I

GENERAL CONDITIONS

43. The promoter must produce a project report for each reporting period referred to in section 18 not later than 4 months following the end of the reporting period concerned, with the content specified in Division II of this Chapter.

A promoter whose project ends during a period covering a reporting period is not bound by the requirement in the first paragraph for that reporting period. The promoter must notify the Minister of the situation within 30 days following the end of the reporting period.

44. Every project report verified in accordance with Chapter VII in which the verifier has noted errors, omissions or inaccuracies must be corrected by the promoter before any issuance request for offset credits is made under the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances (chapter Q-2, r. 46.1).

45. The promoter must, on request, provide the Minister with the project reports produced.

DIVISION II

CONTENTS OF THE PROJECT REPORT

46. The project report produced for the first reporting period must contain the following information and documents:

- (1) the information needed to identify the promoter and the promoter's representative, if any;
- (2) where the promoter has retained the services of a professional or of another person to prepare or carry out the project,
 - (a) the information needed to identify the professional or person;
 - (b) a summary of the tasks entrusted to the professional or person; and
 - (c) where applicable, a declaration by the professional or person that the information and documents provided are complete and accurate;

- (3) the project code given to the project by the Minister upon receipt of the project notice referred to in Chapter IV;
- (4) a detailed description of the project;
- (5) information about the location of the project;
- (6) the information needed to identify the owner of the project site and the owner's representative, if any, if the promoter is not the owner;
- (7) the herd breeding records for the agricultural operations from which the manure is sourced, detailing the headcount or the number of places for each livestock category during the reporting period, as presented in Table 1 in Appendix C;
- (8) a log kept by the transporter of the manure detailing, for each load, the volume of manure collected, the date, the agricultural operation, and the point in the manure management system where the manure was loaded;
- (9) a demonstration that the project meets the conditions set out in Division I of Chapter II, including a copy of any relevant document;
- (10) a description of the GHG sources, sinks and reservoirs forming the project boundaries;
- (11) when an analysis of the environmental impacts of the project has been performed, a summary of the analysis and its conclusions;
- (12) a copy of all authorizations needed for the project;
- (13) information about financial assistance received for the project under any other program for GHG emission reductions;
- (14) the project monitoring plan referred to in subdivision 3 of Division III of Chapter V;
- (15) a detailed plan showing the layout of the various project components, in particular the measurement instruments and equipment connected with the GHG sources, sinks and reservoirs defining the project boundaries;
- (16) information on the charging scales, level detectors, flow meters, CH₄ analyzers and biogas destruction devices used for the project, including their type, model number, serial number and most recent calibration certificate;
- (17) a description of any problem occurring during the operation of the project that may affect the quantity of GHG emission reductions attributable to the project;
- (18) the start and end dates for the reporting period covered by the project report;

- (19) the GHG emission reductions attributable to the project for the reporting period quantified annually in accordance with Chapter V, in metric tonnes CO₂ equivalent, along with the calculation methods and all the information and documents used for the quantification, including a copy of the raw measurement data used for quantification purposes;
- (20) periods of missing data, the nature of the missing data and the methods used to replace them in accordance with section 27;
- (21) a demonstration that the thermocouple or monitoring device has successfully monitored and confirmed the proper operation of the reclamation or destruction device;
- (22) a copy of the maintenance and monitoring log for all measurement instruments, devices and other project equipment;
- (23) a copy of the verification reports showing the accuracy of all measurement instruments and the calibration certificates referred to in subdivision 2 of Division III of Chapter V;
- (24) where a flow meter has been calibrated, a demonstration that the calibration was performed in variable flow conditions matching the conditions of the anaerobic digestion site;
- (25) where a CH₄ analyzer has been calibrated, a demonstration that the calibration was performed in temperature and pressure conditions matching the conditions of the anaerobic digestion site;
- (25) where a charging scale or level detector has been calibrated, a demonstration that the calibration was performed in variable mass and volume conditions matching the conditions of the anaerobic digestion site;
- (26) where the promoter is not the owner of the project site, a declaration by the owner that the owner has authorized the carrying out of the project by the promoter and undertakes, with respect to the GHG emission reductions covered by the project report, not to make a request for the issuance of offset credits under the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances (chapter Q-2, r. 46.1) or for credits under another voluntary or regulatory GHG offset program;
- (27) a declaration by the promoter or the promoter's representative that no offset credits for the GHG emission reductions covered by the project report have been issued pursuant to the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances and that no credits have been or will be issued under another voluntary or regulatory GHG offset program;
- (28) a declaration by the promoter or the promoter's representative that the project is carried out in accordance with this Regulation and that the information and documents provided are complete and accurate.

47. Where biogas is reclaimed, the project report produced for the first reporting period must also include

(1) the information needed to identify any person involved in reclaiming the methane, in particular the person that purchases the gas, along with a description of the role played in the reclamation by the person;

(2) a detailed plan showing all the project components associated with biogas reclamation, including the location of all the measurement instruments and equipment connected with the GHG sources, sinks and reservoirs defining the project boundaries up to the injection point into the natural gas distribution network, where applicable;

(3) a copy of the contract of sale for the biogas;

(4) evidence of the sale of the biogas, including the actual quantities sold during the reporting period; and

(5) a declaration by any person involved in reclaiming the biogas, in particular the person that purchases the gas, that the person undertakes, with respect to the GHG emission reductions covered by the project report, not to make a request for the issuance of offset credits under the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances (chapter Q-2, r. 46.1) or a request for credits under another voluntary or regulatory GHG offset program.

48. Every subsequent project report must include the following information and documents:

(1) the information and documents listed in paragraphs 1 to 3, 7, 8 and 16 to 28 of section 46;

(2) a detailed description of any change made to the project since the end of the preceding reporting period or to the information contained in the project report produced for that period and, where applicable, a demonstration that the project still meets the requirements of Division I of Chapter II and of the project monitoring plan if that plan has been amended.

49. Where methane is reclaimed, every subsequent project report must also include the information and documents listed in paragraphs 4 and 5 of section 47.

CHAPTER VII

VERIFICATION

DIVISION I

GENERAL CONDITIONS

50. The promoter must entrust every verification of a project report to a verification body accredited under ISO Standard 14065 by a member of the International Accreditation Forum in Canada or the United States and according to ISO Standard 17011, with respect to the sector of activity for the project.

Despite the first paragraph, the verification of a project report may be entrusted to a verification body that is not yet accredited if that body is accredited in accordance with the first paragraph in the year following the verification of the project report.

51. The promoter may entrust the verification of a project report to a verification body in accordance with section 50 if the body, the verifier designated by that body to conduct the verification and the other members of the verification team

(1) have not acted for the promoter, in the 3 preceding years, as a consultant for the purpose of developing the project or calculating the GHG emission reductions attributable to the project; and

(2) have not verified project reports covering more than six consecutive reporting periods for the project being verified.

In addition, when the promoter wishes to have the project report verified by a verification body other than the verification body that verified the report for the preceding reporting period, the verification body entrusted with the verification, the verifier designated by that body to conduct the verification and the other members of the verification team, must not have verified a project report covering the three preceding reporting periods for that project.

52. In addition to the requirements of the standards ISO 14064-3 and ISO 14065 concerning conflicts of interest, the promoter must ensure that none of the following situations exists between the promoter, its officers, the verification body and the members of the verification team referred to in section 51:

(1) a member of the verification team or a close relative of that member has personal ties with the promoter or one of its officers;

(2) during the 3 years preceding the year of the verification, one of the members of the verification team was employed by the promoter;

(3) during the 3 years preceding the year of the verification, one of the members of the verification team provided the promoter with one of the following services:

(a) the design, development, commissioning or maintenance of a data inventory or data management system for GHG emissions from the establishment or facility of the promoter or, where applicable, for data on electricity or fuel transactions;

(b) the development of GHG emission factors, or the design and development of other data used for quantification purposes for any GHG emission reductions;

(c) a consultation concerning GHG emission reductions or GHG removals from the atmosphere, in particular the design of an energy efficiency or renewable energy project and the assessment of assets relating to GHG sources, sinks and reservoirs;

(d) the preparation of manuals, guides or procedures connected with the reporting of the promoter's GHG emissions under the Regulation respecting mandatory reporting of certain emissions of contaminants into the atmosphere (chapter Q-2, r. 15);

- (e) consultation in connection with a GHG allowances market, including
 - i. brokerage, with or without registration, while acting as a promoter or subscriber on behalf of the promoter;
 - ii. advice concerning the suitability of a GHG emissions transaction; and
 - iii. the holding, purchase, sale, negotiation or withdrawal of emission allowances referred to in the second paragraph of section 46.6 of the Environment Quality Act (chapter Q-2);
- (f) a consultation in the field of health and safety and environmental management, including a consultation leading to ISO 14001 certification;
- (g) actuarial consulting, bookkeeping or other consulting services relating to accounting documents or financial statements;
- (h) a service connected with the management systems of data related to a project of the promoter that is eligible for the issuance of offset credits;
- (i) an internal audit of GHG emissions;
- (j) a service provided in connection with litigation or an inquiry into GHG emissions;
- (k) a consultation for a GHG emission reduction project carried out in accordance with this Regulation or the Regulation respecting a cap-and-trade system for greenhouse gas emission allowances (chapter Q-2, r. 46.1);
- (4) the independent reviewer has previously provided the promoter with a verification service or other services referred to in subparagraph 3 for the reporting periods covered by the verification.

The existence of one of the situations described in the first paragraph or contravening section 51 is considered to be a conflict of interest that invalidates the verification.

For the purposes of this section, a close relative of a member of the verification team is that person's spouse, child, spouse's child, mother or father, mother's or father's spouse, child's spouse or spouse's child's spouse.

DIVISION II

CONDUCT OF THE VERIFICATION

53. The verification of a project report must be conducted in accordance with ISO 14064-3 and also in accordance with the terms and conditions of this Division, and in compliance with the Professional Code (chapter C-26).

54. For the purposes of a verification the promoter and, where applicable, the owner of the site must provide the verifier with any information or document needed for the conduct of the verification and give access to the site where the project is carried out.

The verification of a project report must include a project site visit by the verifier, except if such a visit was carried out for the purposes of a verification conducted during the two preceding reporting periods within the same eligibility period.

The site visit must enable the verifier, in particular, to observe the proper conduct and operation of the project and any change made to the project since the preceding verification. During the site visit, the verifier must be accompanied by the promoter.

In cases where the biogas is reclaimed by a person other than the promoter, the promoter must ensure that the verifier has access to all the equipment, facilities and documentation needed to conduct the verification of the project report in accordance with this Division.

55. The verifier must conduct the verification in a way that supports a conclusion, with a reasonable level of assurance, that the project report complies with this Regulation and that the GHG emission reductions attributable to the project are quantified and recorded in the project report with no significant errors, omissions or inaccuracies.

For the purposes of this Regulation, “significant errors, omissions or inaccuracies” means any errors, omissions or inaccuracies in the GHG emission reductions quantified and recorded in the project report for a reporting period that, individually or as an aggregate, result in an over-estimate or under-estimate of GHG emission reductions greater than 5%.

56. A verifier who, during a verification, observes an error, omission or inaccuracy in the quantification of the GHG emission reductions attributable to the project, or a failure to comply with a condition of this Regulation, must inform the promoter.

57. A verifier who, following the verification of a project report, concludes, with a reasonable level of assurance, that the report complies with this Regulation and contains no significant errors, omissions or inaccuracies, must give the promoter a positive verification opinion.

A verifier who, following the verification of a project report, observes a failure to comply with a condition for the quantification of GHG emission reductions attributable to the project that cannot be corrected by the promoter must assess its impact on the GHG emission reductions recorded in the project report and determine if it leads to significant errors, omissions or inaccuracies. If a failure to comply with a condition for the quantification of GHG emission reductions cannot be corrected by the promoter but the failure does not lead to significant errors, omissions or inaccuracies, and if the verifier concludes, with a reasonable level of assurance, that the other conditions of the Regulation have been complied with and that there are no significant errors, omissions or inaccuracies, the verifier must give the promoter a qualified positive verification opinion.

DIVISION III

VERIFICATION REPORT

58. The verification of a project report must be recorded in a verification report. A verification report may record the verification of several project reports.

59. The verification report must include the following information and documents:

- (1) the information needed to identify the verification body and the verifier designated to conduct the verification, the other members of the verification team and the independent reviewer;
- (2) the information needed to identify the accreditation body that accredited the verification body for the verification, the sector of activity covered by the accreditation of the verification body, and the period of validity of the accreditation;
- (3) the identification of the project, the project report or reports covered by the verification, and the annual GHG emission reductions attributable to the project quantified for each reporting period concerned;
- (4) the verification plan and a description of the activities completed by the verifier to verify the project report or reports, along with all exchanges of information and documents between the verifier and the promoter for the purposes of the verification;
- (5) the period during which the verification was conducted, and the date of any project site visit;
- (6) a list of any errors, omissions or inaccuracies observed in the quantification of the GHG emission reductions attributable to the project, and of any conditions of this Regulation that have not been met, including the following information concerning the error, omission or inaccuracy, or the condition:
 - (a) its description;
 - (b) the date on which the promoter was informed of it;
 - (c) where applicable, a description of any action taken by the promoter to correct it, and the date of that action;
 - (d) in the case of a failure to comply with a condition governing the quantification of the GHG emission reductions attributable to the project that cannot be corrected by the promoter, an assessment of the impact of the failure on the quantification of GHG emission reductions and a notice from the verifier concerning any significant errors, omissions or inaccuracies that may result from that failure;
- (7) where applicable, the version and date of each project report revised during the verification;
- (8) where the verifier observes errors, omissions or inaccuracies in the quantification of GHG emission reductions attributable to the project, the annual GHG emission reductions for each reporting period which, according to the verifier, are actually attributable to the project, in metric tonnes CO₂ equivalent;
- (9) the verification opinion given to the promoter pursuant to section 57, along with the justification for the opinion;
- (10) a declaration by the verification body and verifier that the verification was conducted in accordance with this Regulation and ISO 14064-3;

- (11) a declaration concerning conflicts of interest, including
- (a) the information needed to identify the verification body, the members of the verification team and the independent reviewer, as well as the sector of activity covered by the accreditation of the verification body;
 - (b) a copy of the organization chart for the verification body; and
 - (c) a declaration signed by the representative of the verification body that the conditions of sections 51 and 52 of this Regulation have been met and that the risk of conflict of interest is acceptable.

CHAPTER VIII
ADMINISTRATIVE AND OFFENCES

DIVISION I
MONETARY ADMINISTRATIVE PENALTIES

60. A monetary administrative penalty of \$500 in the case of a natural person or \$2,500 in other cases may be imposed on any person who

- (1) in contravention of this Regulation, refuses or fails to file any notice, information, report or other document, or fails to produce it within the required time;
- (2) contravenes the first and second paragraphs of section 10, section 50 or the first paragraph of section 54;
- (3) contravenes any other requirement of this Regulation, if no other monetary administrative penalty is otherwise specified for that contravention by this Chapter or by the Environment Quality Act.

61. A monetary administrative penalty of \$1,000 in the case of a natural person or \$5,000 in other cases may be imposed on any person who contravenes the first paragraph of section 31, section 37 or section 51.

DIVISION II
PENAL SANCTIONS

62. Every person who

- (1) refuses or fails to file any notice, information, report or other document, or fails to produce it within the required time,
- (2) contravenes the first and second paragraphs of section 10, section 50 or the first paragraph of section 54,

(3) contravenes any other requirement of this Regulation, if no other monetary administrative penalty is otherwise specified for that contravention by this Chapter or by the Environment Quality Act,

commits an offence and is liable, in the case of a natural person, to a fine of \$3,000 to \$100,000 and, in other cases, to a fine of \$3,000 to \$600,000.

63. Every person who contravenes the first paragraph of section 31, section 37 or section 51 commits an offence and is liable, in the case of a natural person, to a fine of \$6,000 to \$250,000 and, in other cases, to a fine of \$25,000 to \$1,500,000.

64. Every person who, for the purposes of this Regulation, communicates to the Minister information that is false or misleading commits an offence and is liable, in the case of a natural person, to a fine of \$5,000 to \$500,000 or, despite article 231 of the Code of Penal Procedure (chapter C-25.1), to a maximum term of imprisonment of 18 months, and, in other cases, to a fine of \$15,000 to \$3,000,000.

CHAPTER IX

FINAL

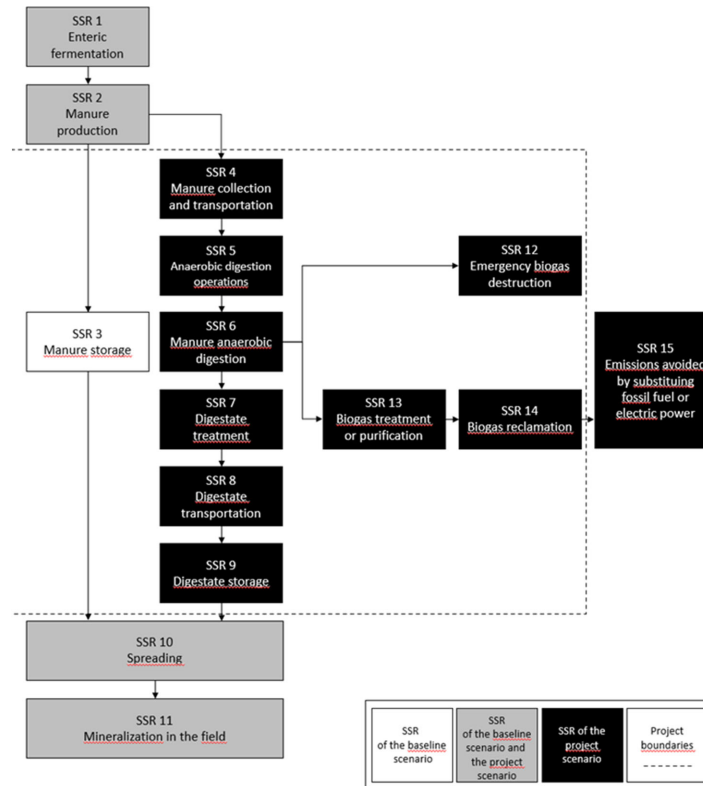
65. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

Appendix A – Types of methane reclamation and destruction devices and efficiency (ss. 2, 3, 23, 29, 38 and 39)

Type of device	Efficiency factor for device (EFD)
Destruction devices	
Open flare	0.96
Enclosed flare	0.995
Reclamation devices	
Internal combustion engine	0.936
Boiler	0.98
Microturbine or large gas turbine	0.995
Injection into a natural gas distribution network	0.98
Compression or liquefaction unit for use as liquefied or compressed gas	0.95

Appendix B – Project boundaries (s. 16)

Figure 1: Illustration of project boundaries



Explanatory note: The baseline scenario shows the GHG sources, sinks and reservoirs (SSRs) that are present in the absence of any project eligible for the issuance of offset credits. The project scenario shows the SSRs that are present when a project is implemented. Not all of these SSRs necessarily form part of the project eligible for the issuance of offset credits; only the SSRs within the project boundaries must be considered.

Table 1 - Description of GHG sources, sinks and reservoirs (SSRs).

# SSR	Description	GHG targeted	Applicability: baseline scenario (B) and/or project scenario (P)	Included or excluded
1	GHG emissions resulting from enteric fermentation	CO ₂	B, P	Excluded
		CH ₄		Excluded
		N ₂ O		Excluded
2	Emissions resulting from the use of energy to operate equipment to move manure from buildings to the storage system	CO ₂	B, P	Excluded
		CH ₄		Excluded
		N ₂ O		Excluded
3	GHG emissions resulting from the storage of manure in anaerobic conditions in a manure pit	CO ₂	B	Excluded
		CH ₄		Included
		N ₂ O		Excluded
4	GHG emissions resulting from the transportation of manure to the anaerobic digestion site	CO ₂	P	Included
		CH ₄		Included
		N ₂ O		Included
5	Emissions resulting from the use of fuel for anaerobic digestion operations (sorting of waste, grinding, mixing, heating, etc.), including the use of biogas to heat the digester	CO ₂	P	Included (fossil) / Excluded (biogenic)
		CH ₄		Included
		N ₂ O		Included
6	Emissions resulting from regular leaks (vessel, piping), whether accidental (overpressure, breakage) or voluntary (maintenance during manure digestion and biogas storage)	CO ₂	P	Excluded
		CH ₄		Included
		N ₂ O		Excluded
7	Emissions resulting from the use of fossil fuel to treat digestate, including separation of the solid and liquid phases and drying, where applicable	CO ₂	P	Included
		CH ₄		Included
		N ₂ O		Included
8	GHG emissions resulting from the use of fossil fuel to transport anaerobic digestion digestate to agricultural facilities	CO ₂	P	Included
		CH ₄		Included
		N ₂ O		Included
9	GHG emissions resulting from digestate storage	CO ₂	P	Excluded
		CH ₄		Included
		N ₂ O		Excluded

10	GHG emissions resulting from the use of fossil fuel to transport and spread digestate or manure	CO ₂	B, P	Excluded
		CH ₄		Excluded
		N ₂ O		Excluded
11	GHG emissions resulting from the mineralization of digestate or manure in fields	N ₂ O	B, P	Excluded
12	GHG emissions resulting from the emergency destruction of biogas using a destruction device listed in Table 5.4	CO ₂	P	Excluded
		CH ₄		Included
		N ₂ O		Excluded
13	GHG emissions resulting from the use the supplemental energy sources for the treatment and purification of biogas before reclamation, where applicable.	CO ₂	P	Included
		CH ₄		Included
		N ₂ O		Included
14	Emissions resulting from the reclamation of methane using a reclamation device listed in Table 5.4.	CO ₂	P	Excluded
		CH ₄		Included
		N ₂ O		Excluded
15	GHG emissions avoided by the project by using biogas as a substitute for fossil fuel or electric power	CO ₂	P	Excluded
		CH ₄		Excluded
		N ₂ O		Excluded

Appendix C – Methane emission factors by livestock category
(ss. 21, 23 and 46)

Table 1: Maximum methane and solids emission factors by livestock category

Type of livestock operation	Livestock category	Excretion factor (EF) (kg/head or place/day)	Volatile solids (VS) (kg VS / kg excrement)	Maximum potential CH ₄ production factor (B0) (m ³ CH ₄ / kg VS)
Cattle	Calf / heifer (0-12 months)	19	0.06	0.19
	Dairy heifer (12 - 24 months)	37	0.06	0.19
	Dairy cow	56.6	0.1	0.24
	Feeder cattle	23	0.1	0.19
Swine	Sow	8.38	0.04	0.48
	Piglet	1.26	0.07	0.48
	Feeder pig	4.53	0.07	0.48

Appendix D – Digestate storage and treatment factors
(ss. 21 and 23)

Table 1: CH₄ conversion factors in various digestate storage systems

Digestate storage system S	CH ₄ conversion factor (MCF _s)
Manure pit without crust (raw digestate or liquid phase)	0.20
Manure pit with crust (raw digestate)	0.13
Solid fraction (solid phase)	0.02
Solid fraction with addition of structuring materials (woodchips, straw, etc.) (solid phase)	0.02
Aerobic treatment (raw digestate or liquid phase)	0.00

Table 2: Volatile solid fraction extracted during separation of solid and liquid phases

Separation method for solid and liquid phases	Volatile solids fraction extracted from solid phase
Natural decantation	0.45
Fixed screen	0.17
Vibrating screen	0.15
Screw press	0.25
Centrifugal decanter	0.50
Rotating drum	0.25
Belt press or belt screen	0.50

Appendix E – Project monitoring parameters
(ss. 25, 28, 29 and 42)

Parameter	Description of parameter	Unit of measurement	Method	Measurement frequency	Equation
QL	Quantity of eligible manure treated by anaerobic digestion	Metric tonne	Measured truck gauge, vessel gauge or charging scale, whichever is most precise	At each load, compiled by reporting period	
LF	Livestock distribution - Proportion of each livestock category in Table 1 in Appendix C in the herd	Headcount (cattle) or number of places (swine) divided by total headcount or total number of places	Calculated using herd breeding records	At each offset credit issuance period	
BG	Volume of biogas	Cubic metres at standard conditions	Measured by the flow meter closest to the reclamation or destruction device	At least hourly	
CMD	Concentration of CH ₄ in the biogas, after biogas purification where applicable	Cubic metres of CH ₄ at standard conditions divided by cubic metres of biogas at standard conditions	CH ₄ analyzer following purification	At least hourly or quarterly in the case of a portable CH ₄ analyzer	
FF _f	Total quantity of fossil fuels consumed by the anaerobic digestion facility, by type of fuel <i>f</i>	kg, L or m ³	Calculated using fossil fuel purchase logs	At each offset credit issuance period	
T	Biogas temperature	Degrees Celsius	Measured	At same frequency as BG	
P	Biogas pressure	KPa	Measured	At same frequency as BG	

Parameter	Description of parameter	Unit of measurement	Method	Measurement frequency	Equation
N/A	Digester operating state	Pressure in vessel	Measured	At least hourly	
N/A	Reclamation or destruction device operating state	Degrees Celsius or other, in accordance with this Division	Measured for each reclamation or destruction device, in accordance with section 37	At least hourly	

Appendix F – Sampling method and measurement of volatile solids

(s. 24)

Volatile solids are measured before anaerobic digestion by sampling all the mixed inputs in the hydrolysis vessel.

Volatile solids are measured after anaerobic digestion by sampling the digestate before it is treated in any way.

The time lapse between sampling before and after anaerobic digestion must match the average retention time specified by the manufacturer of the vessel.

The frequency of the sampling campaigns is established in a way that ensures that 50% of anaerobic digestion cycles are sampled during the reporting period, rounded up.

Samples must be taken and stored in accordance with the most recent version of the section on the analysis of inorganic chemical parameters set out in the Protocole d'échantillonnage de matières résiduelles fertilisantes et dispositions particulières liées à l'accréditation (DR-12-MRF-02) published by the Centre d'expertise en analyse environnementale du Québec at the Ministère de l'Environnement, de la Lutte contre les changements climatiques, de la Faune et des Parcs.

The analysis of the volatile solids rate must be conducted by a laboratory accredited by the Centre d'expertise en analyse environnementale du Québec at the Ministère de l'Environnement, de la Lutte contre les changements climatiques, de la Faune et des Parcs in accordance with the most recent version of the Méthode d'analyse MA.100-S.T.1.1 it publishes.

For each anaerobic digestion cycle sampled, the CH₄ conversion factor is calculated using the following equation:

$$MCF_i = \frac{(VS_{before} - VS_{after})}{VS_{before}}$$

Where:

MCF_i = CH₄ conversion factor measured during sampling episode *i*;

i = Anaerobic digestion cycle sampled

VS_{before} = Average quantity of volatile solids measured in organic materials before anaerobic digestion, in grams per kilogram of wet organic matter;

VS_{after} = Average quantity of volatile solids measured in digestate after anaerobic digestion, in grams per kilogram of wet digestate.

The lower limit of the 95% confidence interval for the average CH₄ conversion factor measured during the reporting period is used to replace the default value for the MCF_{digester} default value in Equations 9 and 11.

106595

Draft Regulations

Draft Regulation

Act respecting the conservation and development of wildlife
(chapter C-61.1)

Hunting activities — 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 hunting activities, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The draft Regulation revokes the provisions of the Regulation respecting hunting activities (chapter C-61.1, r. 1) concerning the annual rent for a lease of exclusive hunting rights given that those provisions would be integrated into the Regulation respecting leases of exclusive hunting, fishing and trapping rights, published as a draft in the *Gazette officielle du Québec* on the same date.

Study of the matter has shown no impact on enterprises, including small and medium-sized businesses.

Further information on the draft Regulation may be obtained by contacting Lysanne Rivard, coordinator, regulation of structured wildlife habitats, Service des affaires législatives fauniques, Direction de la conservation des habitats, des affaires législatives et des territoires fauniques, Ministère de l'Environnement, de la Lutte contre les changements climatiques, de la Faune et des Parcs, 880, chemin Sainte-Foy, 2^e étage, Québec (Québec) G1S 4X4; telephone: 418 521-3888, extension 707378; email: lysanne.rivard@mffp.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to Jacob Martin-Malus, Assistant Deputy Minister for Biodiversity, Wildlife and Parks, Ministère de l'Environnement, de la Lutte contre les changements climatiques, de la Faune et des Parcs, 880, chemin Sainte-Foy, RC-120, Québec (Québec) G1S 4X4; email: melanie.fortin@environnement.gouv.qc.ca.

BENOIT CHARETTE
Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks

Regulation to amend the Regulation respecting hunting activities

Act respecting the conservation and development of wildlife
(chapter C-61.1, s. 97, par. 2)

1. The Regulation respecting hunting activities (chapter C-61.1, r. 1) is amended by revoking Division V.I.
2. This Regulation comes into force on 1 April 2024.

106591

Draft Regulation

Act respecting the conservation and development of wildlife
(chapter C-61.1)

Leases of exclusive hunting and fishing rights

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the draft Regulation respecting leases of exclusive hunting and fishing rights, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The draft Regulation regulates leases of exclusive hunting and fishing rights for outfitting purposes, except leases of exclusive trapping rights referred to in Division IV of Chapter II of the Regulation respecting trapping activities and the fur trade (chapter C-61.1, r. 3), as well as leases of exclusive hunting and fishing rights not for outfitting purposes. The Regulation sets out, for each class of lease, the conditions for obtaining, transferring and renewing a lease, the term of a lease and the method of computing and conditions of payment of the annual rent for a lease.

Study of the matter has shown that the new provisions pertaining to exclusive leases may impact outfitting enterprises.

Further information concerning the draft Regulation may be obtained by contacting Lysanne Rivard, coordinator of regulations respecting controlled wildlife territories, Service des affaires législatives fauniques,

Direction de la conservation des habitats, des affaires législatives et des territoires fauniques, Ministère de l'Environnement, de la Lutte contre les changements climatiques, de la Faune et des Parcs, 880, chemin Sainte Foy, 2^e étage, Québec (Québec), G1S 4X4, telephone: 418 521-3888, extension 707378; email: lysanne.rivard@mffp.gouv.qc.ca.

Any interested person having comments to make on the draft Regulation is asked to send them in writing, before the expiry of the 45-day period, to Jacob Martin-Malus, Assistant Deputy Minister for Biodiversity, Wildlife and Parks, Ministère de l'Environnement, de la Lutte contre les changements climatiques, de la Faune et des Parcs, 880, chemin Sainte-Foy, RC-120, Québec (Québec) G1S 4X4; email: melanie.fortin@environnement.gouv.qc.ca.

BENOIT CHARETTE
Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks

Regulation respecting leases of exclusive hunting and fishing rights

Act respecting the conservation and development of wildlife
 (chapter C 61.1, s. 97)

CHAPTER I SCOPE

1. This Regulation applies to exclusive hunting, fishing or trapping rights leased by the Minister pursuant to section 86 of the Act respecting the conservation and development of wildlife (chapter C 61.1), except exclusive rights granted by leases of exclusive trapping rights referred to in Division IV of Chapter II of the Regulation respecting trapping activities and the fur trade (chapter C-61.1, r. 3).

2. In this Regulation, unless otherwise indicated by the context,

(1) “lease of exclusive rights for outfitting purposes” means a lease of exclusive hunting or fishing rights that grants exclusive hunting, fishing or trapping rights to an outfitting operation for the purpose of its activities. The classes of those leases are the following:

(a) lease of exclusive hunting rights for outfitting purposes;

(b) lease of exclusive fishing rights in a salmon river for outfitting purposes;

(c) lease of exclusive fishing rights in a body of water other than a salmon river for outfitting purposes;

(d) lease of exclusive fishing rights in a body of water less than 20 hectares in area for outfitting purposes;

(2) “lease of exclusive rights not for outfitting purposes” means a lease of exclusive hunting or fishing rights that grants exclusive hunting or fishing rights to a person who is not carrying on an outfitting operation. The classes of those leases are the following:

(a) lease of exclusive hunting rights not for outfitting purposes;

(b) lease of exclusive fishing rights not for outfitting purposes;

(3) “salmon river” means a salmon river as defined in the Quebec Fishery Regulations, 1990 (SOR/90-214);

(4) “lodging unit” means a lodging unit within the meaning of section 1 of the Regulation respecting an outfitter’s licence, published as a draft in the *Gazette officielle du Québec* of the same date.

CHAPTER II PROVISIONS RELATING TO LEASES OF EXCLUSIVE RIGHTS THAT COVER OUTFITTING ACTIVITIES

DIVISION I TERM AND RENT

3. The term of a lease is 18 years, except for a lease of exclusive fishing rights in a body of water less than 20 hectares in area, the term of which is 9 years.

The lease takes effect on 1 April following the date of its signature by all the parties.

4. The annual rent for each of the leased exclusive rights is fixed as follows:

(1) for exclusive hunting rights: \$22.70/km²;

(2) for exclusive trapping rights: \$2.06/km²;

(3) for exclusive fishing rights in a salmon river, by applying the formula provided for in Schedule I;

(4) for exclusive fishing rights in a body of water other than a salmon river: \$22.70/km²;

(5) for exclusive fishing rights in a body of water less than 20 hectares in area: \$22.70/km².

Despite the first paragraph, the annual rent may not be less than the following amounts:

- (1) for exclusive hunting rights: \$206.36;
- (2) for exclusive trapping rights: \$20.64;
- (3) for exclusive fishing rights in a body of water other than a salmon river: \$206.36;
- (4) for exclusive fishing rights in a body of water less than 20 hectares in area: \$206.36.

5. The annual rent of a lease is payable in a single payment,

- (1) not later than 31 July of each year for exclusive hunting rights;
- (2) not later than 31 July of each year for exclusive trapping rights; and
- (3) not later than 31 May of each year for exclusive fishing rights.

DIVISION II OBTAINING A LEASE

6. To obtain a lease of exclusive hunting rights, of exclusive fishing rights in a salmon river or of exclusive fishing rights in a body of water other than a salmon river, a person must take part in the public call for tenders provided for in the first paragraph of section 86.1 of the Act respecting the conservation and development of wildlife (chapter C-61.1).

7. To obtain exclusive trapping rights, a person must hold a lease of exclusive hunting rights or a lease of exclusive fishing rights in a salmon river or in a body of water other than a salmon river.

The person must file an application with the Minister and the exclusive rights so granted are added to the lease the person holds already and become an integral part of that lease.

8. To obtain a lease of exclusive fishing rights in a body of water less than 20 hectares in area, a person must

- (1) hold an outfitter's licence that is not associated with any lease of exclusive hunting or fishing rights other than a lease of exclusive fishing rights in a body of water less than 20 hectares in area;

- (2) own a lodging unit, that is registered on the outfitter's licence, situated in the same administrative region and less than 10 km from the territory for which a lease is requested; and

- (3) where applicable, comply with the conditions set out in the applicant's other leases of exclusive fishing rights in a body of water less than 20 hectares in area, and the provisions of the Act respecting the conservation and development of wildlife (chapter C-61.1) and the regulations that apply to those leases.

9. An application to obtain a lease of exclusive fishing rights in a body of water less than 20 hectares in area must be filed with the Minister using the form provided for that purpose, including an action plan comprising the planning for the conservation and development of wildlife prepared for the term of the lease; and an ichthyological inventory of the body of water.

DIVISION III RENEWAL

10. A lease of exclusive hunting rights, exclusive fishing rights in a salmon river or exclusive fishing rights in a body of water other than a salmon river is renewable for a maximum of 4 consecutive 18-year periods.

11. To obtain the renewal of a lease referred to in section 10, the lessee must

- (1) apply to the Minister using the form provided for that purpose, which includes an action plan comprising the planning for the conservation and development of wildlife prepared for the first 9 years of the lease to be renewed, not later than 1 December preceding the term of the lease; and

- (2) hold an outfitter's licence at the time of the renewal.

12. A lease of exclusive fishing rights in a body of water less than 20 hectares in area is renewable for a maximum of 10 consecutive 9-year periods.

13. To obtain the renewal of a lease referred to in section 10, the lessee must

- (1) apply to the Minister using the form provided for that purpose, which includes an action plan comprising the planning for the conservation and development of wildlife prepared for the term of the lease to be renewed, not later than 1 December preceding its term;

- (2) hold, at the time of the renewal, an outfitter's licence that is not associated with any lease of exclusive hunting or fishing rights, other than a lease of exclusive fishing rights in a body of water less than 20 hectares in area;

(3) own a lodging unit, that is registered in the outfitter's licence, situated in the same administrative region and less than 10 km from the territory identified in the lease; and

(4) where applicable, have complied with the conditions set out in the lessee's other leases of exclusive fishing rights in a body of water less than 20 hectares in area, and the provisions of the Act respecting the conservation and development of wildlife (chapter C-61.1) and the regulations that apply to those leases.

DIVISION IV TRANSFER

14. A lessee may apply for the transfer of their lease of exclusive hunting rights, exclusive fishing rights in a salmon river or exclusive fishing rights in a body of water other than a salmon river provided the lessee has sent to the Minister all the annual reports of activities in accordance with section 28 of the Regulation respecting an outfitter's licence (published as a draft in the *Gazette officielle du Québec* of the same date).

15. The application to transfer that lease must be filed with the Minister jointly by the current lessee and the prospective lessee, at the same time as the application to transfer the outfitter's licence associated with the lease pursuant to section 19 of the Regulation respecting an outfitter's licence, published as a draft in the *Gazette officielle du Québec* of the same date, using the form provided for that purpose. The application must be filed along with the following documents:

(1) a copy of the promise of sale of the outfitting operation, including the buildings and structures erected in the territory identified in the lease;

(2) at least one map to a scale of 1/20,000, or more accurate, showing the location of the lodging units in the territory that is the subject of the lease.

The application must also be accompanied by the payment of the fees payable for examination of an application to transfer a lease of exclusive outfitting rights provided for in section 12.1 of the Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C 61.1, r. 32).

16. Where the application for transfer provided for in section 14 is accepted and the outfitter's licence associated with the lease has been transferred, the Minister notifies the applicants. The Minister transfers all the rights and obligations resulting from the lease after obtaining a copy of the act evidencing the transfer of ownership of the outfitting operation, including the buildings and structures erected in the territory that is the subject of the lease.

17. A lessee may apply to transfer their lease of exclusive fishing rights in a body of water less than 20 hectares in area provided the lessee has sent to the Minister all the annual reports of activities in accordance with section 28 of the Regulation respecting an outfitter's licence, published as a draft in the *Gazette officielle du Québec* of the same date.

18. A lessee may apply to transfer a lease referred to in section 17 to a person who

(1) holds an outfitter's licence that is not associated with any lease of exclusive hunting or fishing rights, other than exclusive fishing rights in a body of water less than 20 hectares in area;

(2) owns a lodging unit, that is registered on the outfitter's licence, situated in the same administrative region and less than 10 km from the territory that is the subject of the lease; and

(3) where applicable, has complied with the conditions set out in the transferee's other leases of exclusive fishing rights in a body of water less than 20 hectares in area, and the provisions of the Act respecting the conservation and development of wildlife (chapter C-61.1) and the regulations that apply to those leases.

19. An application to transfer a lease provided for in section 17 must be filed with the Minister jointly by the current lessee and the prospective lessee using the form provided for that purpose.

The application must be accompanied by the payment of the fees payable for examination of an application to transfer a lease of exclusive outfitting rights provided for in section 12.1 of the Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32).

20. The Minister notifies the applicants once the application for transfer provided for in section 17 has been accepted and the outfitter's licence associated with the lease has been transferred. The Minister transfers all the rights and obligations resulting from the lease on receipt of a copy of the act evidencing the transfer of ownership of the outfitting operation.

21. The acquirer of the assets of an outfitting operation following the death of a lessee may apply for the lease of exclusive rights that covers outfitting activities of the lessee to be transferred to the acquirer at the same time as the acquired applies for a licence under section 12 of the Regulation respecting an outfitter's licence, published as a draft in the *Gazette officielle du Québec* of the same date.

22. The acquirer of the assets of an outfitting operation following the bankruptcy of a lessee may apply for the lease of exclusive rights that covers outfitting activities of the lessee to be transferred to the acquirer at the same time as the acquirer applies for the transfer of the outfitter's licence associated with the lease.

The application for transfer must be filed not later than 60 days following the date of the sale of the assets of the outfitting operation.

23. If the assets of an outfitting operation are sold or taken in payment for the exercise of hypothecary rights, the acquirer or hypothecary creditor may apply for the lease of exclusive rights that covers outfitting activities of the lessee to be transferred to the acquirer or hypothecary creditor at the same time as the acquirer or creditor applies for the transfer of the outfitter's licence associated with the lease.

The application for transfer must be filed not later than 60 days following the date of the sale or taking in payment of the assets of the outfitting operation.

24. A lease of exclusive fishing rights in a body of water less than 20 hectares in area may not be the subject of a transfer under section 22 or 23 if the conditions for transfer set out in section 18 are not fulfilled.

25. Where the lease of exclusive rights that covers outfitting activities expires before the application for transfer provided for in sections 22 or 23, that application must be accompanied by an application for the renewal of the lease.

The term of the lease is then extended until the expiry of 90 days following the date of publication of the closure of the liquidator's account, the date of sale or taking in payment of the assets of the outfitting operation, as the case may be, so as to allow examination of the applications for transfer and renewal.

26. The application for transfer provided for in sections 22 or 23 must be filed with the Minister using the form provided for that purpose and, where a hypothecary right has been exercised, the application must be accompanied by proof of the exercise of the right.

The application must also be accompanied by the payment of the fees payable for examination of an application to transfer a lease of exclusive outfitting activities provided for in section 12.1 of the Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32).

27. Where the application for transfer provided for in sections 22 or 23 is accepted and the outfitter's licence associated with the lease has been transferred to the applicant or an outfitter's licence has been issued to the applicant, as the case may be, the Minister notifies the applicants. The Minister transfers all the rights and obligations resulting from the lease on receipt of a copy of the act evidencing the transfer of ownership of the outfitting operation, including the buildings and structures erected in the territory that is the subject of the lease.

DIVISION V CONDITIONS FOR ACCESS TO AND FOR THE PRACTISING OF A RECREATIONAL ACTIVITY OTHER THAN THOSE REFERRED TO IN A LEASE

28. A person who accesses a territory in which exclusive rights that covers outfitting activities have been leased to practise a recreational activity other than provided for therein must register with the lessee when the outfitting operation of the lessee is in a period of harvesting, except when accessing to trap in the location that is assigned to that person in a beaver reserve in accordance with the Regulation respecting beaver reserves (chapter C-61.1, r. 28).

The period of harvesting means the period in the year when the lessee offers activities for which the lessee has obtained exclusive hunting, fishing or trapping rights.

29. The lessee must offer the persons referred to in section 28 a registration service in at least one easily accessible location allowing them to register on site.

30. The lessee must post, in a manner that is visible from all access routes to the territory identified in the lease,

(1) the mandatory registration period as defined in the second paragraph of section 28;

(2) the various registration methods and procedures offered; and

(3) clear directions to locate the place where it is possible to register on site.

31. The lessee must keep a register containing the following information that is gathered during the registration:

(1) the surname, given name and address of the person who is registering;

(2) the period of the stay in the territory;

(3) the recreational activity that will be practised and the location;

(4) the date of the registration.

The information must be kept by the lessee for at least 5 years.

CHAPTER III

PROVISIONS RELATING TO LEASES OF EXCLUSIVE RIGHTS THAT DO NOT COVER OUTFITTING ACTIVITIES

DIVISION I

TERM AND RENT

32. The term of a lease is 6 years.

The lease takes effect on 1 April following the date of its signature by all the parties.

33. The annual rent of a lease, for each of the exclusive rights leased, is fixed as follows:

(1) for exclusive hunting rights: \$22.70/km²;

(2) for exclusive fishing rights: \$73.65/km².

Despite subparagraph 1 of the first paragraph, the annual rent for exclusive hunting rights may not be less than \$206.36.

34. The annual rent of a lease is payable in a single payment

(1) not later than 31 July of each year for exclusive hunting rights; and

(2) not later than 31 May of each year for exclusive fishing rights.

DIVISION II

OBTAINING A LEASE

35. To obtain a lease of exclusive hunting rights, an applicant must take part in the public call for tenders provided for in the first paragraph of section 86.1 of the Act respecting the conservation and development of wildlife (chapter C-61.1) and meet the following conditions:

(1) be a non-profit organization dedicated solely to the administration of the operating territory identified in the lease and have the purpose of achieving the minimum level of wildlife conservation and ensuring the protection

of the species of wildlife in the territory identified in the lease, and maintaining or improving accessibility to wildlife resources by promoting public involvement in the restoration of habitats and in the preservation of a quality environment for the development of wildlife;

(2) have at least one third of directors who are natural persons;

(3) have not more than two thirds of the directors who are from enterprises or organizations whose head office or principal establishment is situated in the same administrative region as the operating territory identified in the lease, unless the operating territory is situated on the territories of two municipalities whose population combined is less than 500 inhabitants.

36. To obtain a lease of exclusive fishing rights, an applicant must meet the conditions set out in section 35, except the requirement to take part in the public call for tenders, and apply to the Minister using the form provided for that purpose accompanied by

(1) an action plan comprising a planning for the conservation and development of wildlife prepared for the term of the lease;

(2) a copy of the letters patent of the applicant; and

(3) a copy of the internal by-laws of the applicant.

DIVISION III

RENEWAL

37. A lease is renewable for a maximum of 15 consecutive 6-year periods.

38. To obtain the renewal of a lease, the lessee must

(1) apply to the Minister using the form provided for that purpose, which includes an action plan comprising the planning for the conservation and development of wildlife prepared for the term of the lease to be renewed, not later than 1 December preceding the date of expiry of the lease;

(2) send with the application a copy of an insurance policy in force for at least \$2,000,000 covering the risks related to the administration of the harvesting territory referred to in the lease; and

(3) provide the Minister with all annual reports and proposed tariffing required under the lease.

CHAPTER IV BUILDINGS AND STRUCTURES

DIVISION I STANDARDS AND REQUIREMENTS REGARDING CONSTRUCTION AND LOCATION

39. No lodging units may be erected on lands in the domain of the State for the following classes of leases:

(1) a lease of exclusive hunting rights that does not cover outfitting activities;

(2) a lease of exclusive fishing rights that does not cover outfitting activities;

(3) a lease of exclusive fishing rights in a body of water less than 20 hectares in area that covers outfitting activities.

40. The buildings and structures erected by the lessee in the territory of a lease must be designed in such a manner as to develop the utilization of wildlife resources by meeting the following standards and conditions regarding construction and location:

(1) they are compatible with the action plan prepared by the lessee and the wildlife profile of the territory defined by the Minister;

(2) they are built outside of the sensitive areas of the territory defined by the Minister;

(3) they are situated more than 30 m from the boundary of the littoral zone of the bed of any body of water, except for buildings or structures whose impact on the environment is low and that are accessory to the practice of hunting, fishing or trapping activities, such as a wharf, a tree stand, a trail to access a body of water or a launching ramp.

41. As soon as the construction work for which the lessee received an authorization under section 88 of the Act respecting the conservation and development of wildlife (chapter C-61.1) is completed, the lessee must inform the Minister of the result of the work using the form provided for that purpose, accompanied by the following documents:

(1) the final work plan;

(2) photos of all buildings and structures;

If construction work is authorized and performed on buildings and structures before 1 April 2024 without having been completed on that date, the lessee must also inform the Minister in accordance with the first paragraph.

42. Not later than 1 December 2024, a lessee must send to the Minister, using the form provided for that purpose, the inventory of buildings and structures situated in the territory that is the subject of the lease and erected to develop the utilization of wildlife resources.

DIVISION II COMPENSATION AND PURCHASE

43. The buildings and structures of a lessee that do not meet the standards and requirements regarding construction and location provided for in Division I of Chapter IV and that have not been authorized by the Minister under section 88 of the Act respecting the conservation and development of wildlife (chapter C-61.1) may not be the subject of compensation or a purchase under section 91 of the Act.

44. The compensation payable under section 91 of the Act respecting the conservation and development of wildlife (chapter C-61.1) is fixed,

(1) if the remaining term of the lease is more than 9 years, over a maximum period of 9 years;

(2) if the remaining term of the lease is less than 9 years, as of the revocation or non-renewal of the lease and until the expiry of the term of the lease.

45. Despite section 43, a building or a structure of an outfitting operation that does not meet the standards and requirements regarding construction and location provided for in Division I of this Chapter but whose construction, enlargement, change of use or remodelling was authorized by the Minister before 1 April 2024 may be the subject of compensation or a purchase in accordance with this Division.

CHAPTER V ADJUSTMENT

46. The annual rents that are payable under this Regulation, and variables “Kt” and “Ke” provided for in Schedule I are adjusted annually on 1 April of each year by applying, to their value of the preceding year, the percentage of annual variation, calculated for the month of June of the preceding year, of the Consumer Price Index (CPI) published by Statistics Canada.

The Minister publishes the result of the adjustment in Part 1 of the *Gazette officielle du Québec*.

CHAPTER VI FINAL

47. This Regulation comes into force on 1 April 2024.

SCHEDULE I (ss. 4 and 46)

ANNUAL RENT OF A LEASE OF EXCLUSIVE FISHING RIGHTS IN A SALMON RIVER

The annual rent of the lease of exclusive fishing rights in a salmon river is calculated using the following formula:

$$\frac{Kt \times (L \times A) \times C + Ke \times (S \times P)}{1,6}$$

For the purposes of this formula,

“Kt” means the territorial constant, equivalent to \$61.93;

“L” means the length of the river under lease, in kilometres;

“A” means the accessibility of the river on a scale from 1 to 6, where 1 corresponds to rivers not accessible by road and 6 corresponds to rivers along asphalted roads;

“C” means the class of outfitter’s licence held by the lessee, which corresponds to one of the following factors:

- (1) for the holder of a resident outfitting licence: 1;
- (2) for the holder of a non-resident outfitting licence: 5;

“Ke” means the resource development constant, equivalent to \$16.51;

“S” means the annual average number of Atlantic salmon taken, calculated over a 10-year period ending at the end of the year preceding the billing of the annual rent and excluding years in which no Atlantic salmon were taken;

“P” means the value associated with the average annual weight of Atlantic salmon taken, calculated over a 10-year period ending at the end of the year preceding the billing of the annual rent and excluding years in which no Atlantic salmon were taken. The value is fixed as follows:

(1) in the case of an average annual weight of 2 kg or less, the value corresponds to 1;

(2) in the case of an average annual weight of more than 2 kg, the value is increased by 0.1 for each 0.5 kg exceeding 2 kg.

106590

Draft Regulation

Act respecting the conservation and development of wildlife
(chapter C-61.1)

Outfitter’s licences

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation respecting outfitter’s licences, appearing below, may be made by the Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks on the expiry of 45 days following this publication.

The draft Regulation provides a framework for the issue, renewal and transfer of outfitter’s licences. It prescribes the duration and content of such a licence and the obligations of licence holders.

The draft Regulation will replace the Regulation respecting outfitters (chapter C-61.1, r. 24) and the Regulation respecting the content of an outfitter’s licence (chapter C-61.1, r. 33) that are currently in force.

Study of the matter has shown that the new provisions concerning outfitter’s licences could have an impact on outfitting enterprises.

Further information on the draft Regulation may be obtained by contacting Lysanne Rivard, coordinator, regulation of structured wildlife habitats, Service des affaires législatives fauniques, Direction de la conservation des habitats, des affaires législatives et des territoires fauniques, Ministère de l’Environnement, de la Lutte contre les changements climatiques, de la Faune et des Parcs, 880, chemin Sainte-Foy, 2^e étage, Québec (Québec) G1S 4X4; telephone: 418 521-3888, extension 707378; email: lysanne.rivard@mffp.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to Jacob Martin-Malus, Assistant Deputy Minister for Biodiversity, Wildlife and Parks, Ministère de l’Environnement, de la Lutte contre les changements

climatiques, de la Faune et des Parcs, 880, chemin Sainte-Foy, RC-120, Québec (Québec) G1S 4X4; email: melanie.fortin@environnement.gouv.qc.ca.

BENOIT CHARETTE

Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks

Regulation respecting an outfitter's licence

Act respecting the conservation and development of wildlife
(chapter C-61.1, s. 78.6 and s. 163, 1st par., subpars. 1, 3, 4 and 12)

CHAPTER I OUTFITTER'S LICENCE

DIVISION I DEFINITIONS

1. For the purposes of this Regulation, a “lodging unit” is

(1) a rough shelter, that is, a building made of canvas or rigid material and installed temporarily, including a yurt, a walled tent or a wigwam;

(2) an inn, that is, a building including at least two rooms and in which food services are offered;

(3) a houseboat, that is, a camp or cabin designed to float on water;

(4) a camp, that is, an open area building including self-catering kitchen facilities or, in the absence of such facilities, situated near a building offering food services;

(5) a cabin, that is, a building including at least 1 room and self-catering kitchen facilities, or, in the absence of such facilities, situated near a building offering food services;

(6) a room, suite or furnished apartment in a hotel establishment that is equipped with self-catering kitchen facilities, including reception services and daily house-keeping services and any other hotel services;

(7) a pavilion, that is, a building including a number of rooms leased independently from one another and that may include a common area where common self catering kitchen facilities may be located, or that may be situated near a building that offers food services;

(8) a private residence, that is, a building where lodging is offered on the premises where the operator resides and in which food services are offered; or

(9) a camping site, that is, a site or contiguous sites laid out for the installation of mobile, temporary camping equipment not attached to the ground, and that may not be used by customers or guests for periods longer than 31 consecutive days.

DIVISION II GENERAL

§1. Classes

2. The outfitter's licence classes are

(1) hunting other than caribou;

(2) Arctic char fishing;

(3) Atlantic salmon fishing;

(4) fishing of species other than Atlantic salmon and Arctic char; and

(5) trapping, except in a territory covered by the Act approving the Agreement concerning James Bay and Northern Québec (chapter C-67) or the Act approving the Northeastern Québec Agreement (chapter C-67.1).

§2. Term and content

3. The outfitter's licence is valid for a period of 12 months, from 1 April to 31 March.

4. An outfitter's licence contains in particular the following information:

(1) in respect of the licence:

(a) the identification number;

(b) the date of issue;

(2) in respect of the licence holder:

(a) in the case of a natural person: the person's name and address, and the name and address of the person's enterprise;

(b) in the other cases: the name of the enterprise, the address of its principal establishment in Québec and the name and position of the person authorized to represent the enterprise;

(c) if applicable, the Québec business number assigned to it under the Act respecting the legal publicity of enterprises (chapter P-44.1);

(3) in respect of the outfitting operation:

(a) the name;

(b) the identification of the operating territory and the tenure of the lands in that territory;

(c) the identification of each lodging unit authorized under the licence and the nature of the right of occupation, the tenure of the lands on which each unit is situated, the type of lodging, the capacity and the geographic coordinates of the location of each unit;

(d) the outfitter's licence classes concerned;

(e) where the lodging units are located in a territory covered by the Act respecting hunting and fishing rights in the James Bay and New Québec territories (chapter D-13.1), the zones with an exclusive right of use and the zones with a common right of use for Cree, Inuit and Naskapi defined in sections 11 to 13.1 of that Act, where each lodging unit is situated.

§3. *Death of licence holder*

5. The heir, the liquidator of the succession or the legal representative of the deceased person, as the case may be, may, after having given a written notice of the death of the licence holder to the Minister, continue the outfitting operation for a period of 120 days as of the date of death of the licence holder, subject to the obtaining of a licence issued in accordance with this Regulation before the expiry of that period.

DIVISION III ISSUANCE

§1. *Application to obtain an outfitter's licence*

6. To obtain an outfitter's licence, a person must apply to the Minister using the form provided for that purpose.

The application must be accompanied, as the case may be, by the following documents:

(1) at least one map to a scale of 1: 20 000 or more accurate showing the location of the lodging units and the operating territory covered by the application;

(2) where the operating territory of the outfitting operation is situated on private land, a copy of the title of ownership, of the property assessment roll and, if available, an extract of the graphic matrix of the operating territory;

(3) a copy of the title of ownership, of the property assessment roll and, if available, an extract of the graphic matrix showing the territory in which the lodging units are situated, except the lodging units that are situated on lands in the domain of the State and belong to the applicant;

(4) if applicable, a document by the competent authority certifying that the outfitting operation and its activities comply with the applicable by-laws respecting urban planning and land use development;

(5) where the application concerns the establishment of an outfitting operation on Category I, I-N, II or II-N lands, a copy of the writing evidencing the explicit consent given by the competent authority pursuant to section 40 of the Act respecting hunting and fishing rights in the James Bay and New Québec territories (chapter D-13.1).

The application must also be accompanied by the fees payable for examination of an application for the issue of an outfitter's licence provided for in section 5.1 of the Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32).

7. The Minister notifies the applicant in writing of the acceptance of the application for an outfitter's licence.

The applicant must, within 12 months after receiving the notice, pay the fees payable under section 6 of the Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32) and send to the Minister

(1) where applicable, a copy of the act establishing that the applicant has the right to occupy, during the licence's period of validity, the lodging units and the operating territory; and

(2) a copy of the civil liability insurance policy complying with section 36.

Once the applicant has fulfilled the conditions prescribed in the second paragraph, the Minister issues the licence.

§2. *Application to modify an outfitter's licence*

8. The holder of an outfitter's licence must apply to the Minister, using the form provided for that purpose, when the licence holder wishes to change the content of the licence, in particular, to

- (1) add or remove a lodging unit;
 - (2) modify the identification, capacity or location of a lodging unit;
 - (3) modify the identification of the operating territory;
- or
- (4) modify the classes of the licence.

9. An application to add a lodging unit must cover a lodging unit situated in the same administrative region where the lodging units on the licence in force at the time of the application are located.

An application to modify the location of a lodging unit must cover a location in the same administrative region.

The first and second paragraphs do not apply to a licence holder holding a lease of exclusive hunting or fishing rights for outfitting purposes in a territory covering more than one administrative region.

10. An application to enlarge the operating territory may be filed only in the following cases:

(1) the licence holder holds a lease of exclusive hunting or fishing rights for outfitting purposes in the operating territory and the enlargement covers one of the following territories:

(a) private lands situated outside the territory covered by the lease and in the same administrative region as that territory;

(b) lands in the domain of the State covered by the lease following the enlargement of the territory covered by the lease;

(c) lands in the domain of the State situated outside the territory covered by the lease where the enlargement is to solve a particular problem affecting wildlife conservation or management;

(2) the licence holder does not hold a lease of exclusive hunting or fishing rights for outfitting purposes in the operating territory or if the licence holder holds a lease of exclusive fishing rights in a body of water of less than 20 hectares, and the enlargement covers one of the following territories:

(a) lands situated in the same administrative region as the lodging units indicated on the licence;

(b) lands situated in an administrative region adjacent to that where the lodging units indicated on the licence are located, if no lodging unit is added in that region;

(c) a body of water covered by a lease of exclusive fishing rights in a body of water of less than 20 hectares.

11. The Minister notifies the licence holder in writing of the acceptance of the application.

The licence holder informs the Minister, using the form provided for that purpose, of the end of the construction work or the modifications made to a lodging unit in relation with the application.

The Minister issues a new licence, which replaces the existing licence, that takes into account the changes requested, after obtaining, where applicable, of a copy of the act establishing that the applicant has the right to occupy the lodging units and the operating territory during the licence's period of validity.

§3. Application to obtain an outfitter's licence following the death of a licence holder

12. Where a licence holder has died, the acquirer of the assets of the outfitting operation covered by the licence may apply to the Minister for a licence.

The licence must, with respect to the outfitting operation, have the same content as the licence issued to the licence holder who is deceased, except as regards the licence holder's name.

13. The application must be filed with the Minister using the form provided for that purpose and be accompanied by the following documents:

(1) a copy of the act evidencing the transfer of the outfitting operation's ownership;

(2) where the application concerns the establishment of an outfitting operation on Category I, I-N, II or II-N lands, a copy of the writing evidencing the explicit consent given by the competent authority pursuant to section 40 of the Act respecting hunting and fishing rights in the James Bay and New Québec territories (chapter D-13.1).

The application must also be accompanied by the fees payable for examination of an application for the transfer of an outfitter's licence provided for in section 6.0.1 of the Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32).

14. Where the application is complete, the Minister notifies the applicant in writing and issues the licence when the applicant has paid the fees payable for the transfer of a licence provided for in section 6.1 of the Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32) and has sent the following documents:

(1) a copy of the act establishing that the applicant has the right to occupy the lodging units and the operating territory during the licence's period of validity;

(2) a copy of the civil liability insurance policy complying with section 36.

DIVISION V RENEWAL

15. To obtain the renewal of a licence, an application must be sent to the Minister not later than 15 February of each year, using the form provided for that purpose, and be accompanied by a copy of the civil liability insurance policy complying with section 36.

The application must also be accompanied by the fees payable for the renewal of an outfitter's licence provided for in the first paragraph of section 6.1 of the Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32).

16. Where the application is filed or the fees payable are paid between 16 February and 31 March, the licence holder must pay, in addition to the fees payable provided for in the first paragraph of section 6.1 of the Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32), the fees payable provided for in the second paragraph of that section.

The term of the licence is extended by 30 days to allow the examination of the application.

17. Where the application is complete, the Minister renews the outfitter's licence if the licence holder

(1) has sent to the Minister the annual report of the activities of the outfitting operation in accordance with section 28; and

(2) has offered, during the licence's period of validity, lodging and services or equipment for the practice of hunting, fishing or trapping activities authorized under the licence, except if the licence holder shows, using supporting documents, that the licence holder could not offer them for the entire period of operation of the licence holder's outfitting operation due to

(a) a superior force;

(b) an illness or an accident involving the licence holder or a member of the licence holder's immediate family;

(c) an important problem affecting wildlife conservation or management that considerably limits the practice of hunting, fishing or trapping activities authorized under the licence; or

(d) construction, enlargement, alteration or repair work on all the lodging units authorized under the licence.

The reasons listed in subparagraph 2 of the first paragraph may be invoked for up to three consecutive renewals.

For the purposes of subparagraph *b* of subparagraph 2 of the first paragraph, the expression "immediate family members" means the grandparents, parents, brothers, sisters, spouse, children, grandchildren and the spouse's children and grandchildren.

18. Despite section 15, the first application for the renewal of a licence after 1 April 2024 must be filed by the licence holder not later than 1 December 2024 using the renewal form provided for that purpose by the Minister and be accompanied by the following documents:

(1) the documents required under sections 6 and 7, except the documents provided for in subparagraphs 4 and 5 of the first paragraph of section 6;

(2) the fees payable for the renewal of an outfitter's licence provided for in the first paragraph of section 6.1 of the Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32).

Where an application for the transfer of a licence is filed between 1 April 2024 and the first application of renewal, the renewal form must be accompanied by the documents provided for in section 7 and the fees payable under subparagraph 2 of the first paragraph.

The renewed licence takes into account the changes to the licence authorized by the Minister before 1 April 2024.

DIVISION VI TRANSFER

§1. General

19. The holder of an outfitter's licence may apply for the transfer of the licence, provided the licence holder has sent to the Minister all the annual reports of the activities of the outfitting operation in accordance with section 28.

20. An application for transfer must be filed with the Minister jointly by the current licence holder and the prospective licence holder using the form provided for that purpose, and be accompanied by the following documents:

(1) if applicable, a copy of the promise of sale for the outfitting operation concluded between the applicants;

(2) where the application concerns the establishment of an outfitting operation on Category I, I-N, II or II-N lands, a copy of the writing evidencing the explicit consent given by the competent authority pursuant to section 40 of the Act respecting hunting and fishing rights in the James Bay and New Québec territories (chapter D-13.1).

The application must also be accompanied by the fees payable for examination of an application to transfer an outfitter's licence provided for in section 6.0.1 of the Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32).

21. The Minister notifies the applicants in writing of the acceptance of the application for transfer.

The Minister transfers the outfitter's licence when the fees payable for the transfer of an outfitter's licence provided for in the first paragraph of section 6.1 of the Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32) have been paid and the following documents have been sent:

(1) a copy of the act evidencing the transfer of the outfitting operation's ownership;

(2) where applicable, a copy of the act establishing that the prospective licence holder has the right to occupy the lodging units and the operating territory during the licence's period of validity; and

(3) a copy of the civil liability insurance policy complying with section 36.

22. An application for the transfer of a licence that has not yet been the subject of a renewal application and that is filed after 1 April 2024 must be accompanied by the documents provided for in subparagraphs 1 to 3 of the second paragraph of section 6 and those provided for in section 15.

§2. Special provisions in the case of bankruptcy of a licence holder, or the sale or taking in payment of an outfitting operation

23. The acquirer of the assets of an outfitting operation following bankruptcy of the holder of an outfitter's licence may apply for the licence to be transferred to the acquirer.

The application for transfer must be filed with the Minister by the acquirer not later than 60 days following the date of the sale of the assets of the outfitting operation.

24. If the assets of an outfitting operation for which a holder has a licence is sold or taken in payment for the exercise of hypothecary rights, the acquirer or hypothecary creditor may apply for the licence to be transferred to the acquirer or hypothecary creditor.

The application for transfer must be filed with the Minister by the acquirer or hypothecary creditor not later than 60 days following the date of the sale or taking in payment of the assets of the outfitting operation.

25. Where the licence expires before the application for transfer, the term of the licence is then extended until the expiry of 90 days following the date of sale or taking in payment of the outfitting operation, as the case may be, so as to allow examination of the application.

26. An application for transfer must be filed with the Minister using the form provided for that purpose and be accompanied by the following documents:

(1) a copy of the act evidencing the transfer of the outfitting operation's ownership;

(2) where a hypothecary right has been exercised, proof of the exercise of the right;

(3) where the application concerns the establishment of an outfitting operation on Category I, I-N, II or II-N lands, a copy of the writing evidencing the explicit consent given by the competent authority pursuant to section 40 of the Act respecting hunting and fishing rights in the James Bay and New Québec territories (chapter D-13.1).

The application must also be accompanied by the fees payable for examination of an application to transfer an outfitter's licence provided for in section 6.0.1 of the Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32).

27. The Minister notifies the applicants in writing of the acceptance of the application for transfer.

The Minister transfers the outfitter's licence when the fees payable for the transfer of an outfitter's licence provided for in the first paragraph of section 6.1 of the Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32) have been paid and the following documents have been sent:

(1) where applicable, a copy of the act establishing that the applicant has the right to occupy the lodging units and the operating territory during the licence's period of validity;

(2) a copy of the civil liability insurance policy complying with section 36.

CHAPTER II OBLIGATIONS OF THE HOLDER OF AN OUTFITTER'S LICENCE

28. On or before 15 February of each year, the holder of an outfitter's licence must send to the Minister an annual report of the activities of the outfitting operation using the form provided for that purpose.

The report contains

- (1) the name of the outfitting operation;
- (2) the operating periods;
- (3) the wildlife harvest apportioned according to the classes on the licence and, as the case may be, the number of hunting days in the operating territory and the number of fishing days on each body of water granted for each species;
- (4) a description of the developments or activities carried out with a view to maintaining or improving the wildlife potential, and the amounts of the investments associated with those developments or activities;
- (5) the number of customers, overnight stays and days of attendance, apportioned between residents and non residents and according to the activity carried on;
- (6) a statement of the income and expenses; and
- (7) the number of employees and the payroll.

In the case of the Atlantic salmon fishing licence class, the report must also specify, in respect of any capture of Atlantic salmon taking place outside a controlled zone or wildlife sanctuary, the weight, length, tag number and place of capture of each Atlantic salmon.

29. The licence holder must keep for five years as of the date the activity report referred to in section 28 was sent, all documents, registers and supporting documents that show that the licence holder offered outfitting services.

30. The licence holder must permanently display the licence in view of the public at the reception area of the outfitting operation or the location intended for the registration of customers.

31. The licence holder must keep a register to record the following information in respect of each customer or guest of the outfitting operation:

- (1) the name;
- (2) the address;
- (3) the dates of the stay;
- (4) if applicable, the identification of the lodging unit of the customer or guest;
- (5) if applicable, the identification number of the hunting, fishing or trapping licence of the customer or guest;
- (6) if applicable, the number of animals of each wild-life species captured by the customer or guest during the stay.

The information must be kept for at least five years after the stay of the customer or guest.

32. The licence holder must identify each lodging unit by a distinctive name, letter or number posted at the entrance.

33. The licence holder must, as soon as possible, send to the Minister a copy of any act modifying the licence holder's right to occupy the lodging units or the operating territory.

34. If the licence holder is a legal person and there has been a change in the control of the legal person, the licence holder must notify the Minister as soon as possible using the form provided for that purpose.

35. All the structures of the outfitting operation must be constantly and adequately monitored and maintained by the licence holder so as to protect the safety of the public. A licence holder who takes on a third person in the execution of that requirement remains responsible for its proper execution.

36. The licence holder must hold for the validity period of the licence a civil liability insurance of at least \$2,000,000 covering risks related to the outfitting operation.

37. The holder of an outfitter's licence may not

(1) offer lodging in a lodging unit that is not indicated on the holder's licence or whose identification, class, nature of the right of occupation, capacity or location is different from what is indicated on the licence; or

(2) offer hunting, fishing or trapping activities different from those authorized under the holder's licence.

CHAPTER III
FINAL

38. The Regulation respecting outfitters (chapter C-61.1, r. 24) is revoked.

39. The Regulation respecting the content of an outfitter's licence (chapter C-61.1, r. 33) is revoked.

40. This Regulation comes into force on 1 April 2024.

106525

Draft Regulation

Act respecting occupational health and safety
(chapter S-2.1)

Safety Code for the construction industry**Occupational health and safety****Occupational health and safety in mines****— 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 Safety Code for the construction industry, the Regulation respecting occupational health and safety and the Regulation respecting occupational health and safety in mines, appearing below, may be made by the Commission des normes, de l'équité, de la santé et de la sécurité du travail and submitted to the Government for approval, in accordance with section 224 of the Act respecting occupational health and safety (chapter S-2.1), on the expiry of 45 days following this publication.

The draft Regulation, which amends the Safety Code for the construction industry (chapter S-2.1, r. 4), updates the general provisions that apply to personnel hoisting apparatus and consolidates the general requirements for hoisting apparatus. Lastly, the rules for the use of personnel hoisting apparatus are updated and provisions relating to mandatory training for operators of mobile personnel

platform lifts are added. To ensure concordance with certain amendments entailing the renumbering of sections of the Safety Code for the construction industry, consequential amendments are made to the Regulation respecting occupational health and safety (chapter S-2.1, r. 13) and the Regulation respecting occupational health and safety in mines (chapter S-2.1, r. 14).

To date, study of the matter has shown an impact on enterprises to the order of \$7.05 million for the implementation of the regulatory measures and recurring costs of \$4.40 million for subsequent years.

Further information on the draft Regulation may be obtained by contacting Josée Ouellet, expert engineer in prevention-inspection, Commission des normes, de l'équité, de la santé et de la sécurité du travail; telephone: 514 906-3010, extension 2065; email: josee.ouellet@cnesst.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to Mohamed Aiyar, Vice President, prevention, Commission des normes, de l'équité, de la santé et de la sécurité du travail, 1600, avenue D'Estimauville, Québec (Québec) G1J 0H7.

ÉLISA PELLETIER

*Acting Secretary General,**Commission des normes, de l'équité, de la santé et de la sécurité du travail***Regulation to amend the Safety Code for the construction industry, the Regulation respecting occupational health and safety and the Regulation respecting occupational health and safety in mines**

Act respecting occupational health and safety
(chapter S-2.1, s. 223, 1st par., subpars. 7, 9, 19, 35 and 42, and 3rd par.)

1. The Safety Code for the construction industry (chapter S-2.1, r. 4) is amended in section 1.1

(1) by replacing paragraph 2 by the following:

“(2) “material hoisting apparatus” means an apparatus designed to hoist materials, such as a crane, an overhead travelling crane, a platform lift truck or a fork lift truck;”;

(2) by inserting the following definitions in numerical order:

“2.1. “personnel hoisting apparatus” means an apparatus designed to hoist people, such as a vehicle-mounted aerial device, an articulated or telescopic self-propelled platform lift or a self-propelled scissor platform lift;

29.01. “mobile elevating work platform” means an apparatus intended for moving persons, tools and materials to a working position and consisting of at least an extensible structure, a chassis and a work platform equipped with controls;

36.1. “self-propelled vehicle” means any motor vehicle mounted on wheels, tracks or rails used to transport persons, objects or materials, or to pull or push trailers or materials, except an all-terrain vehicle or a hoisting apparatus;”.

2. Section 2.4.1. is amended by replacing subsection 3 by the following:

“(3) Before installing or putting up a tower crane, a material hoist, a job-site elevator or a mast-climbing transport platform, the employer must send to the Commission the installation plans signed and sealed by an engineer. These plans must also include the disassembling procedure.”.

3. The following section is inserted at the beginning of subdivision 2.15. of Division II:

“2.15.0.1. Definitions:

In this subdivision,

“experienced person” means a person who has acquired knowledge of things through practice and experience;

“qualified person” means a person who has acquired knowledge of things through recognized instruction that has been attested by a diploma;

“competent person” means a qualified and experienced person who has the required skills to properly judge a thing or perform a duty.”.

4. Section 2.15.1 is replaced by the following:

“2.15.1. General conditions:

(1) A hoisting apparatus and its accessories must

(a) be of safe construction and offer the required strength;

(b) be maintained in good working order so that using them does not endanger the safety of workers;

(c) be inspected, repaired and adjusted by a competent person before their first use after being purchased, leased or rented, or loaned;

(d) be inspected periodically according to the manufacturer’s instructions;

(e) be subjected by the user, each day they are used, to a visual inspection and an operational test according to the manufacturer’s instructions;

(f) be easily and safely accessible, particularly by means of a ladder or steps with handrails;

(g) be equipped with hoisting brakes or restraining devices so designed and installed as to stop a load at least 1.5 times its rated load, unless the hoisting apparatus is specifically covered by a standard referenced in this Code, in which case that standard applies;

(h) provide the same degree of safety following any repair or changing of parts as it did when new;

(i) be used in accordance with the manufacturer’s instructions to the extent that they do not contradict this Code.

(2) It is prohibited to use a hoisting apparatus or its accessories

(a) if atmospheric conditions such as a storm could make it dangerous to use them;

(b) while they are undergoing repairs or maintenance;

(c) as an anchor point to protect a person situated outside of the equipment from falling from a height, subject to subsection 10 of section 2.15.12 for a personnel platform lift; and

(d) where the wind speed exceeds the limit specified by the manufacturer.

Despite the wind speed specified by the manufacturer, the operator of the hoisting apparatus must, while using it, take into account factors that could affect the stability of the equipment such as environmental conditions and the wind surface area of the items being handled.

An anemometer must be used to measure wind speed on the construction site at the height of the working level of the hoisting apparatus.

(3) It is prohibited to

(a) use a material hoisting apparatus to hoist persons, unless such use is provided for by the equipment's manufacturer or complies with section 3.10.7;

(b) modify a hoisting apparatus unless it is confirmed by an attestation signed and sealed by an engineer that the apparatus provides the same degree of safety after the modification as it did when it was new; and

(c) refuel a hoisting apparatus while any of its engines is running.”

5. Section 2.15.7.1 is revoked.

6. Section 2.15.7.7 is revoked.

7. The following section is added after section 2.15.10:

“2.15.11. Material hoist:

(1) A material hoist manufactured before 1987 must comply with CSA Standard Z256-74, Safety Code for Material Hoists, as published in April 1972.

(2) A material hoist manufactured in or after 1987 must comply with CAN/CSA Standard Z256, Safety Code for Material Hoists, as published in its English version in January 1987.

2.15.12. Personnel hoisting apparatus:

(1) A personnel hoisting apparatus must be equipped with “deadman” type control levers, an emergency stop button within reach of the workers being transported and a device that prevents the cabin from falling in case of a defect in the electric or hydraulic supply.

(2) A personnel hoisting apparatus must be driven and operated according to the manufacturer's instructions.

(3) A personnel hoisting apparatus must be used solely to move persons, tools and the materials necessary to carry out their work, without exceeding its rated load and in accordance with the manufacturer's specifications.

(4) The work platform of the personnel hoisting apparatus must be enclosed by a guardrail.

(5) It is prohibited for workers situated on the work platform of a personnel hoisting apparatus to use a guardrail, planking, ladder or any other object on or inside the platform to extend their reach or the height to which they are able to reach.

(6) When using an apparatus with multidirectional elevation whose work platform can be horizontally extended from the carrier chassis, a worker must wear a safety harness secured by means of a fall arrest connecting device to an anchorage system provided for by the hoisting apparatus's manufacturer or, failing that, to an anchor, in accordance with subsection 1 of the first paragraph of section 2.10.15.

(7) The operator of a personnel hoisting apparatus that is moving on the ground must

(a) limit the travelling speed based on conditions such as the type of ground, visibility, the grade of the terrain, the presence of people and any other factor that could result in collision or injury;

(b) remain at a safe distance from obstacles, downhill grades, drop off or holes, ramps or any other danger;

(c) make sure to have a good view of the ground and the path to be travelled;

(d) make sure that every person in the concerned work area is informed of the movement of the equipment and there is no one in its path; and

(e) visualize the range of movement of the platform to identify nearby overhead structures that may present a risk to persons situated on the platform of being wedged in or crushed.

(8) A register of inspections and repairs must be kept by the owner of the personnel hoisting apparatus.

(9) The manufacturer's operating manual for the personnel hoisting apparatus must be stored in the apparatus in a weather-proof compartment.

(10) It is prohibited to use a personnel hoisting apparatus, other than a job-site elevator or a mast-climbing work platform, to transfer persons from one level to another in order to access a work site situated outside of that work site, except where the following conditions are met:

(a) after analyzing the risks related to access to the work site, a competent person has determined that access to the work site is impossible by means of a ladder, a stairway, scaffolding, an elevator or a mast-climbing work platform;

(b) an engineer has confirmed in writing that a personnel hoisting apparatus can be used safely for that purpose; and

(c) the hoisting apparatus is used in accordance with a work procedure signed by an engineer that takes into account the manufacturer's recommendations as well as CAN/CSA B354.7, Mobile Elevating Work Platforms - Safety Principles, Inspection, Maintenance and Operation. The procedure must be specific to the work site.

Despite the foregoing, a personnel hoisting apparatus may be used to rescue persons as part of a rescue plan.

(11) In the absence of any manufacturer's specifications, a personnel hoisting apparatus must not be used where wind speed exceeds 45 km/h.

(12) A personnel hoisting apparatus must be equipped with an audible warning device that is activated whenever the apparatus is engaged in motorized movement on the ground.

2.15.13. Vehicle-mounted aerial device:

(1) A vehicle-mounted aerial device must meet one of the following requirements:

(a) it must be designed and manufactured in accordance with CAN/CSA Standard C225, Vehicle-Mounted Aerial Devices, in force at the time it was manufactured; or

(b) it must be designed and manufactured in accordance with ANSI/SIA Standard A92.2, Vehicle-Mounted Elevating and Rotating Aerial Devices, in force at the time it was manufactured.

(2) It is prohibited to use a vehicle-mounted aerial device for purposes other than those for which it was specifically designed.

2.15.14. Job-site elevator: Every job-site elevator must be designed and manufactured in accordance with CAN/CSA Standard Z185, Safety Code for Personnel Hoists, including its Annex A.

2.15.15. Digger derrick:

(1) A digger derrick manufactured after 1 January 1987 must be designed and manufactured in accordance with ANSI/ASSAP Standard A10.31, Safety Requirements, Definitions and Specifications for Digger Derricks, in force at the time it was manufactured.

A "digger derrick" means an apparatus equipped with a hydraulic boom, mounted on a carrier vehicle and designed specifically to drill holes and install posts in the ground and, by means of an aerial device, install the material to be supported by the posts.

(2) It is prohibited to use a digger derrick to hoist loads other than those for which it was specifically designed.

2.15.16. Mobile elevating work platform:

(1) A mobile elevating work platform must be manufactured in accordance with CAN/CSA Standard B354.6, Mobile Elevating Work Platforms - Design, Calculations, Safety Requirements, and Test Methods, in force at the time it was manufactured.

(2) A mobile elevating work platform must undergo a structural inspection in accordance with CAN/CSA Standard B354.7, Mobile Elevating Work Platforms - Safety Principles, Inspection, Maintenance and Operation, to ensure that the integrity of its critical components and its stability remain as they were when it was new:

(a) 10 years after the date of manufacture and every 5 years thereafter;

(b) after any suspected, potential or real damage sustained in an incident and liable to affect its structural integrity and its stability; and

(c) after a change of owner.

2.15.17. Mobile elevating work platform operator training:

A mobile elevating work platform may be used, at the construction site, only by an operator who is adequately trained and familiarized with the type and group of equipment, as defined by CAN/CSA Standard B354.6, Mobile Elevating Work Platforms - Design, Calculations, Safety Requirements, and Test Methods. A mobile elevating work platform operator is adequately trained if

(1) the operator has received an initial training, for each type of equipment, whose content is equivalent to CAN/CSA Standard B354.8, Mobile Elevating Work Platforms - Operator (Driver) Training. In addition,

(a) the training must comprise a theoretical portion, a practical portion and an evaluation for each type and group of equipment covered by the training. The training must also address work methods for traveling safely under structures to prevent any person situated on the platform from being wedged in or crushed;

(b) the practical portion must include, at a minimum, one hour at the controls of the equipment for each worker;

(c) the evaluation must comprise a theoretical portion and a practical portion at the controls of the equipment which must show that the worker has acquired the necessary skills to safely operate the equipment;

(d) the training must be provided by

i. an accredited instructor in accordance with the Regulation respecting the accreditation and ethics of training bodies, training instructors and training services (chapter D-8.3, r. 0.1); or

ii. an instructor qualified by a training body recognized by the Commission; and

(e) an attestation of training indicating the type and group of equipment covered by the training must be issued to the worker by the training body or the instructor that provided the training;

(2) the operator receives, every five years following the initial training, refresher training including, at a minimum, a practical examination;

(3) the operator is familiarized, at the construction site by a qualified or experienced person, with the following elements:

(a) the location of the manufacturer's operating manuals;

(b) the manufacturer's specific warnings and instructions;

(c) the functions of specific controls;

(d) the function of each specific safety device; and

(e) the specific operating features.

2.15.18. Mast-climbing transport platform:

A mast-climbing transport platform must be designed and manufactured in accordance with CAN/CSA Standard B354.12, Design, Calculations, Safety Requirements, and Test Methods for Mast Climbing Transport Platforms. In addition,

(1) the mast-climbing transport platform must

(a) be covered with a roof in accordance with section 4.4.3.2 of that standard; and

(b) be enclosed by a fixed guardrail at least 1.06 m high consisting of full-length wire mesh that can block a 25 mm ball;

(2) the hoistway doors must

(a) be at least 2 m high;

(b) be equipped with a side protector at least 0.6 m wide on both sides of the door; and

(c) be equipped with a mechanical interlock system that prevents the platform from moving when the hoistway door is open;

(3) where the floor of the loading dock is less than 2 m from the ground, the hoistway door providing access to the platform at that level may

(a) be at least 1.06 m high consisting of full-length wire mesh that can block a 25 mm ball;

(b) be equipped with a side protector at least 0.6 m wide on both sides of the door consisting of full-length wire mesh that can block a 25 mm ball; and

(c) be kept closed by means of a latch;

(4) The loading dock must be enclosed by a guardrail that complies with section 3.8.3 of this Code;

(5) A mast-climbing transport platform may not be used at a height of more than 55 m measured from the ground;

(6) A fence at least 1.8 m high must enclose the work area around the mast-climbing transport platform installations.

2.15.19. Mast-climbing transport platform maintenance and use: A mast-climbing transport platform must be used and maintained in accordance with CAN/CSA Standard B354.13, Safe Use and Best Practices for Mast Climbing Transport Platforms (MCTPs).

2.15.20. Mast-climbing transport platform operator training: A mast-climbing transport platform may be used only by an operator trained and familiarized with the type of equipment used on the construction site, in accordance with CAN/CSA Standard B354.14, Training for Mast Climbing Transport Platforms (MCTPs)."

8. Section 3.2.5 is amended by replacing paragraph *b* by the following:

"(b) at any place where a material hoisting apparatus, a personnel hoisting apparatus with an extensible mast or a concrete pump is used."

9. Section 3.5.1 is amended by replacing "or mechanical equipment designed for the hoisting of persons" by " , scaffolding, elevators or mast-climbing transport platforms".

10. Section 3.10.1 is amended

(1) by replacing “vehicle, crane, or apparatus” in the portion before paragraph *a* by “self-propelled vehicle or equipment”;

(2) by replacing “a competent” in paragraph *b* by “an experienced”;

(3) by striking out “or when refuelling” in paragraph *e*.

11. Section 3.10.2 is amended

(1) by replacing “, to skidders or to all-terrain vehicles” in paragraph *b* of subsection 1 by “or to skidders”;

(2) by striking out the last sentence of subsection 2.

12. Section 3.10.4 is amended

(1) by replacing subsection 1 by the following:

“(1) All construction equipment must be used by an experienced person or under their supervision.”;

(2) by replacing paragraphs *a* and *b* of subsection 3 by the following:

“(a) in training; and

(b) accompanied by a person who meets the requirements provided for in subsection 2.”.

13. Section 3.10.5 is amended in the French text by replacing “engin” in subsection 2 by “équipement”.

14. Section 3.10.7 is amended by striking out subsection 1.

15. Section 3.10.8 is revoked.

16. Section 3.10.9 is amended by replacing subsection 1 by the following:

“(1) Any material hoisting apparatus used at a construction site must have an outrigger beam capable of supporting 4 times the apparatus’ rated load. The beam must comply with section 3.9.15.”.

17. Section 3.10.9.1 is revoked.

18. Section 3.10.10 is amended by replacing “motorized equipment” in subsection 1 by “a self-propelled vehicle”.

19. The Regulation respecting occupational health and safety (chapter S-2.1, r. 13) is amended in section 312.40 by replacing “3.10.7” in subparagraph *a* of subparagraph 2 of the first paragraph by “2.15.12”.

20. The Regulation respecting occupational health and safety in mines (chapter S-2.1, r. 14) is amended in section 401 by replacing paragraph 4 by the following:

“(4) an aerial basket that complies with section 2.15.13 of the Safety Code for the construction industry (chapter S-2.1, r. 4). A worker situated in an aerial basket must wear a safety harness secured by a fall arrest connecting device as specified in subparagraph 6 of section 2.15.12 of the Code.”.

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

106597

Draft Regulation

Act respecting the conservation and development of wildlife
(chapter C-61.1)

**Scale of fees and duties related to the development of wildlife
— Amendment**

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R18.1), that the Regulation to amend the Regulation respecting the scale of fees and duties related to the development of wildlife, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The draft Regulation revokes the provisions of the Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32) that pertain to the annual rent for a lease of exclusive fishing rights given that those provisions would be integrated into the Regulation respecting leases of exclusive hunting, fishing and trapping rights, published as a draft in the *Gazette officielle du Québec* on the same date.

Study of the matter has shown no impact on enterprises, including small and medium-sized businesses.

Further information on the draft Regulation may be obtained by contacting Lysanne Rivard, coordinator, regulation of structured wildlife habitats, Service des

affaires législatives fauniques, Direction de la conservation des habitats, des affaires législatives et des territoires fauniques, Ministère de l'Environnement, de la Lutte contre les changements climatiques, de la Faune et des Parcs, 880, chemin Sainte-Foy, 2^e étage, Québec (Québec) G1S 4X4; telephone: 418 521-3888, extension 707378; email: lysanne.rivard@mffp.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to Jacob Martin-Malus, Assistant Deputy Minister for Biodiversity, Wildlife and Parks, Ministère de l'Environnement, de la Lutte contre les changements climatiques, de la Faune et des Parcs, 880, chemin Sainte-Foy, RC-120, Québec (Québec) G1S 4X4; email: melanie.fortin@environnement.gouv.qc.ca.

BENOIT CHARETTE

Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks

Regulation to amend the Regulation respecting the scale of fees and duties related to the development of wildlife

Act respecting the conservation and development of wildlife
(chapter C-61.1, s. 97, par. 2)

1. The Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32) is amended by revoking sections 11 and 12.

2. Section 15 is amended by replacing the first paragraph by the following:

“Any fee or cost, as well as any contribution toward the funding of the Fondation de la faune du Québec, payable under this Regulation, are adjusted annually, on 1 April of each year, by applying to their value for the preceding year the annual percentage change, computed for the month of June of the preceding year, in the general Consumer Price Index (CPI), published by Statistics Canada.”

3. This Regulation comes into force on 1 April 2024.

106592

Draft Regulation

Act respecting the conservation and development of wildlife
(chapter C-61.1)

Scale of fees and duties related to the development of wildlife — 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 scale of fees and duties related to the development of wildlife, appearing below, may be made by the Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks on the expiry of 45 days following this publication.

The draft Regulation adjusts certain provisions of the Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32) relating to the issue and renewal of outfitter's licences. It also prescribes the fees payable for a late application to renew an outfitter's licence.

Study of the matter has shown no impact on enterprises, including small and medium-sized businesses.

Further information on the draft Regulation may be obtained by contacting Lysanne Rivard, coordinator, regulation of structured wildlife habitats, Service des affaires législatives fauniques, Direction de la conservation des habitats, des affaires législatives et des territoires fauniques, Ministère de l'Environnement, de la Lutte contre les changements climatiques, de la Faune et des Parcs, 880, chemin Sainte-Foy, 2^e étage, Québec (Québec) G1S 4X4; telephone: 418 521-3888, extension 707378; email: lysanne.rivard@mffp.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to Jacob Martin-Malus, Assistant Deputy Minister for Biodiversity, Wildlife and Parks, Ministère de l'Environnement, de la Lutte contre les changements climatiques, de la Faune et des Parcs, 880, chemin Sainte-Foy, RC-120, Québec (Québec) G1S 4X4; email: melanie.fortin@environnement.gouv.qc.ca.

BENOIT CHARETTE

Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks

Regulation to amend the Regulation respecting the scale of fees and duties related to the development of wildlife

Act respecting the conservation and development of wildlife
(chapter C-61.1, s. 163, 1st par., subpar. 4)

1. The Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32) is amended in section 6 by replacing “on” in the portion before paragraph 1 by “for”.

2. Section 6.1 is amended

(1) in the French text by replacing “lors du” by “pour le”;

(2) by adding the following at the end:

“If an application for the renewal of a licence is submitted or if the fees are received between 16 February and 31 March, fees payable of \$200 are added to the fees payable provided for in the first paragraph.”

3. Section 15.1 is amended

(1) by striking out “5.1, 6.0.1.”;

(2) by replacing “, 10.5 and 12.1” by “and 10.5”.

4. This Regulation comes into force on 1 April 2024.

106524

Draft Regulation

General and Vocational Colleges Act
(chapter C-29)

Tuition fees that a general and vocational college must charge — 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 tuition fees that a general and vocational college must charge, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The draft Regulation adds a case in which a student registered for less than four courses or for courses totalling less than 180 periods of instruction is deemed to be a full-time student for the purposes of the application of the General and Vocational Colleges Act (chapter C-29). The

draft Regulation also maintains the reimbursement of the tuition fees collected for a course in a program of college studies where a student withdraws from a course before 20% of the term has elapsed.

The draft Regulation has no impact on the public or on enterprises, including small and medium-sized businesses.

Further information on the draft Regulation may be obtained by contacting Saël Gagné-Ouellet, Director, Direction de la formation générale et préuniversitaire, Ministère de l'Enseignement supérieur, 1035, rue De La Chevrotière, 12^e étage, Québec (Québec) G1R 5A5; telephone: 418 655-5586; email: sael.gagne-ouellet@mes.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to Isabelle Taschereau, Secretary General, Ministère de l'Enseignement supérieur, 675, boulevard René-Lévesque Est, Aile René-Lévesque, bloc 4, 3^e étage, Québec (Québec) G1R 6C8; email: isabelle.taschereau@mes.gouv.qc.ca.

PASCALE DÉRY
Minister of Higher Education

Regulation to amend the Regulation respecting the tuition fees that a general and vocational college must charge

General and Vocational Colleges Act
(chapter C-29, s. 24.4, pars. a and f)

1. The Regulation respecting the tuition fees that a general and vocational college must charge (chapter C-29, r. 2) is amended in section 1 by adding the following subparagraph at the end of the first paragraph:

“(3) the student, at the start of the term, was registered for at least 4 courses in a program of college studies or for courses totalling at least 180 periods of instruction in such a program, and remained registered for at least 20% of the duration of that term or those periods of instruction before withdrawing from a course and, as a result, falling below that minimum requirement.”.

2. Section 3 is amended by replacing “determined by the Minister pursuant to section 29 of the College Education Regulations (chapter C-29, r. 4)” by “calculated pursuant to subparagraph 3 of the first paragraph of section 1”.

3. This Regulation comes into force on 1 July 2024.

106589

Erratum

M.O., 2023-19

**Order C-73.2-2023-19 of the Minister of Finance
dated 17 November 2023**

Real Estate Brokerage Act
(chapter C-73.2)

CONSIDERING the following forms:

Gazette officielle du Québec, Part 2, November 29,
2023, Volume 155, No. 48, page 3013.

On page 3016, at the end of the Ministerial Order, we
should have see the following forms:



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

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

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

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: YEAR MONTH DAY

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: YEAR MONTH DAY

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: YEAR MONTH DAY

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: YEAR MONTH DAY

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: YEAR MONTH DAY

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: YEAR MONTH DAY

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: YEAR MONTH DAY

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: YEAR MONTH DAY

Profession or principal activity: _____

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.

Subject to the following paragraph, 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 except for the cases set out in section 16.1 of the *Regulation respecting brokerage requirements, professional conduct of brokers and advertising* (chapter C-73.2, r.1), 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.

WARNING: If the AGENCY or the BROKER is obliged to terminate the contract because the BUYER intends to make a proposal to purchase an immovable covered by another contract entered into by the AGENCY or the BROKER, the AGENCY or the BROKER will no longer be able to represent or defend the BUYER's interests. The AGENCY or the BROKER shall represent only the seller and the BUYER shall be advised to enlist the services of another agency or broker to represent him.

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. ADDITIONAL FEATURES

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: _____

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. where 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 shall 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 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 may negotiate or take steps on his own with the owner of any immovable referred to in clause 3.1, including visiting an immovable when it is open to the public without an appointment (Open House). However, the BUYER undertakes to disclose to the owner of any immovable referred to in clause 3.1 or to the broker attending the open house, that he is represented by the AGENCY or the BROKER. He also undertakes to notify the AGENCY or the BROKER of his steps and, if applicable, of his interest in buying an immovable, including as a result of an open house.
- 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 this 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 in writing, without delay, 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;
 - c) in the case referred to in paragraph (b), inform the BUYER in writing and obtain his written consent to continue to represent him, before the BUYER makes a proposal to purchase, lease or exchange the immovable, otherwise the AGENCY or the BROKER shall terminate this contract;
 6. to inform the BUYER in writing, without delay, of any remuneration agreement in his favour related to the object of the contract;
 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 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 clause 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-terminable.

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 choose 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 _____

(020 02/2023)

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 BUYER, if the parties so request.

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
EXCLUSIVE BROKERAGE CONTRACT – SALE
 SHARE OF A CHIEFLY RESIDENTIAL IMMOVABLE HELD
 IN UNDIVIDED CO-OWNERSHIP

NOTE – This form must be used when an exclusive brokerage contract for a chiefly residential immovable held in undivided co-ownership is signed with a natural person.

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.

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 <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: _____

1/11

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

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 INFO OACIQ | Tel.: 450-462-9800 or 1-800-440-7170 | info@oaciq.com | oaciq.com

EBCU 00001

024 06/2023

<input type="checkbox"/> carrying on activities within the following business corporation:	<input type="checkbox"/> carrying on activities within the following business corporation:
_____ <small>NAME OF BUSINESS CORPORATION</small>	_____ <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

<input type="checkbox"/> Driver's License	<input type="checkbox"/> Health Insurance Card
<input type="checkbox"/> Permanent Resident Card	<input type="checkbox"/> Passport
<input type="checkbox"/> 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

<input type="checkbox"/> Driver's License	<input type="checkbox"/> Health Insurance Card
<input type="checkbox"/> Permanent Resident Card	<input type="checkbox"/> Passport
<input type="checkbox"/> 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

<input type="checkbox"/> Driver's License	<input type="checkbox"/> Health Insurance Card
<input type="checkbox"/> Permanent Resident Card	<input type="checkbox"/> Passport
<input type="checkbox"/> Other ID document (with photo): _____	

TYPE OF DOCUMENT _____

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE _____	EXPIRATION _____
---	------------------

SELLER 4 or his REPRESENTATIVE

<input type="checkbox"/> Driver's License	<input type="checkbox"/> Health Insurance Card
<input type="checkbox"/> Permanent Resident Card	<input type="checkbox"/> Passport
<input type="checkbox"/> Other ID document (with photo): _____	

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 _____ .
DATE

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. 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 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 A _____ % share of the immovable held in undivided co-ownership, is designated as follows:

NUMBER STREET CITY PROVINCE POSTAL CODE

with exclusive use of: _____

(E.G. ADDRESS, APARTMENT NUMBER, BACKYARD, PATIO)

and including: _____ parking space(s), number(s) _____ storage space(s), number(s) _____

CADASTRAL DESCRIPTION OF IMMOVABLE HELD IN CO-OWNERSHIP

_____ m ft _____ m² ft²
DIMENSIONS OF IMMOVABLE HELD IN CO-OWNERSHIP AREA OF IMMOVABLE HELD IN CO-OWNERSHIP

_____ m² ft²
AREA OF SHARE gross net as per certificate of location

(hereinafter called "the IMMOVABLE")

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 inform 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.):

4.8 Should funds have been set up for the co-ownership, such as a contingency fund, no adjustment concerning them will be made. There will be adjustments relating to common expenses payable periodically.

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 for 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;



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EBCU 00001

(024 06/2023)

- 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.
- 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 or enterprise 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

(\$ _____) 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: _____ OR the undivided co-owners:
 - have the following pre-emptive right, if applicable (indicate time period and terms):

- have waived their pre-emptive right or, in the case where undivided co-owners do not have a pre-emptive right, have waived their right of redemption provided under section 1022 of the *Civil Code of Québec* (indicate the names of undivided co-owners who have waived their pre-emptive or redemption right):

If applicable, the SELLER undertakes to obtain from the undivided co-owners of the immovable held in co-ownership a written waiver of their pre-emptive or redemption right and to remit it to the AGENCY or the BROKER;

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, indivision agreement, minutes of meetings of undivided co-owners, insurance policy of the immovable held in co-ownership, financial statements, by-law of the immovable held in co-ownership, deeds of amendment, 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.
- Also, the SELLER gives the express mandate to the AGENCY or the BROKER to obtain from the manager of co-ownership, on his behalf, any documentation pertaining to the IMMOVABLE that the AGENCY or the BROKER shall deem useful.
- The SELLER shall keep the AGENCY or the BROKER informed of any change that comes to his attention relating to information obtained from the manager of co-ownership.
- 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 held in co-ownership:
- 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).
- 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 regulation, including any co-ownership by-law, 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 the 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 in his favour related to the object of the contract;
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, 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 clause 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 date 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 _____

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'AUTORÉGLEMENTATION 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 _____, at _____ : _____.
DATE
SIGNATURE OF AGENCY OR BROKER

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

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

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

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





MANDATORY FORM
NON-EXCLUSIVE BROKERAGE CONTRACT – SALE
 SHARE OF A CHIEFLY RESIDENTIAL IMMOVABLE HELD
 IN UNDIVIDED CO-OWNERSHIP

NOTE – This form must be used when a non-exclusive brokerage contract for a chiefly residential immovable held in undivided co-ownership is signed with a natural person.

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: _____
--	--

<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 License 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 License 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 License 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 License 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



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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 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 _____ .
DATE

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. 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 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 A _____ % share of the immovable held in undivided co-ownership, is designated as follows:

NUMBER	STREET	CITY	PROVINCE	POSTAL CODE

with exclusive use of: _____

(E.G. ADDRESS, APARTMENT NUMBER, BACKYARD, PATIO)



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and including: _____ parking space(s), number(s) _____ storage space(s), number(s) _____

CADASTRAL DESCRIPTION OF IMMOVABLE HELD IN CO-OWNERSHIP

DIMENSIONS OF IMMOVABLE HELD IN CO-OWNERSHIP m ft _____ m² ft²

AREA OF SHARE gross net as per certificate of location _____ AREA OF IMMOVABLE HELD IN CO-OWNERSHIP

(hereinafter called "the IMMOVABLE")

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 inform 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 resolatory clause or leasing contract, and obligations of the SELLER to be assumed by the buyer (appliances, swimming pool, heat pump, etc.):

4.8 Should funds have been set up for the co-ownership, such as a contingency fund, no adjustment concerning them will be made. There will be adjustments relating to common expenses payable periodically.

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.

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: _____ OR

the undivided co-owners:

have the following pre-emptive right, if applicable (indicate time period and terms):

have waived their pre-emptive right or, in the case where undivided co-owners do not have a pre-emptive right, have waived their right of redemption provided under section 1022 of the *Civil Code of Québec* (indicate the names of undivided co-owners who have waived their pre-emptive or redemption right):

If applicable, the SELLER undertakes to obtain from the undivided co-owners of the immovable held in co-ownership a written waiver of their pre-emptive or redemption right and to remit it to the AGENCY or the BROKER;

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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, indivision agreement, minutes of meetings of undivided co-owners, insurance policy of the immovable held in co-ownership, financial statements, by-law of the immovable held in co-ownership, deeds of amendment, 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.
- Also, the SELLER gives the express mandate to the AGENCY or the BROKER to obtain from the manager of co-ownership, on his behalf, any documentation pertaining to the IMMOVABLE that the AGENCY or the BROKER shall deem useful.
- The SELLER shall keep the AGENCY or the BROKER informed of any change that comes to his attention relating to information obtained from the manager of co-ownership.
- 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 held in co-ownership:
- 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).
- 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 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 regulation, including any co-ownership by-law, 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 the 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 in his favour related to the object of the contract;
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, 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 clause 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 date 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

Multiple horizontal lines for text entry under section 11.1.

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

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

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

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

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





MANDATORY FORM

**EXCLUSIVE BROKERAGE CONTRACT – PURCHASE
CHIEFLY RESIDENTIAL IMMOVABLE HELD IN
DIVIDED OR UNDIVIDED CO-OWNERSHIP**

NOTE – This form is to be used when an exclusive brokerage contract concerning a chiefly residential immovable held in divided or undivided 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 style="width: 100px;" type="text"/> <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 style="width: 100px;" type="text"/> <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 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: [] [] []
YEAR MONTH DAY

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: [] [] []
YEAR MONTH DAY

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: [] [] []
YEAR MONTH DAY

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: [] [] []
YEAR MONTH DAY

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: [] [] []
YEAR MONTH DAY

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: [] [] []
YEAR MONTH DAY

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: [] [] []
YEAR MONTH DAY

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: [] [] []
YEAR MONTH DAY

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.

Subject to the following paragraph, 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 except for the cases set out in section 16.1 of the *Regulation respecting brokerage requirements, professional conduct of brokers and advertising* (chapter C-73.2, r.1), 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.

WARNING: If the AGENCY or the BROKER is obliged to terminate the contract because the BUYER intends to make a proposal to purchase an immovable covered by another contract entered into by the AGENCY or the BROKER, the AGENCY or the BROKER will no longer be able to represent or defend the BUYER's interests. The AGENCY or the BROKER shall represent only the seller and the BUYER shall be advised to enlist the services of another agency or broker to represent him.

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. ADDITIONAL FEATURES

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: _____

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. where 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 shall 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 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 may negotiate or take steps on his own with the owner of any immovable referred to in clause 3.1, including visiting an immovable when it is open to the public without an appointment (Open House). However, the BUYER undertakes to disclose to the owner of any immovable referred to in clause 3.1 or to the broker attending the open house, that he is represented by the AGENCY or the BROKER. He also undertakes to notify the AGENCY or the BROKER of his steps and, if applicable, of his interest in buying an immovable, including as a result of an open house.
- 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 this 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 in writing, without delay, 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;
 - c) in the case referred to in paragraph (b), inform the BUYER in writing and obtain his written consent to continue to represent him, before the BUYER makes a proposal to purchase, lease or exchange the immovable, otherwise the AGENCY or the BROKER shall terminate this contract;
 6. to inform the BUYER in writing, without delay, of any remuneration agreement in his favour related to the object of the contract;
 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 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 clause 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-terminable.

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 choose 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 _____

(v1 02/2023)

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'AUTORÉGLIMENTATION 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 – CO-OWNERSHIP
SHARE OF A CHIEFLY RESIDENTIAL IMMOVABLE
HELD IN UNDIVIDED 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 BUYER 2 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)

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 BUYER 4 AND HIS REPRESENTATIVE, IF APPLICABLE, RELATIONSHIP TO BUYER (E.G. MANDATARY)

(hereinafter called “the BUYER”)

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 CORPORATION)

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 CORPORATION)

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 CORPORATION)

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 CORPORATION)

(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 A _____ % share of the immovable held in undivided co-ownership, is designated as follows:

NUMBER STREET CITY PROVINCE POSTAL CODE

With exclusive use of: _____

(E.G. ADDRESS, APARTMENT NUMBER, BACKYARD, PATIO)

and including: _____ parking space(s) number(s) _____ storage space(s) _____ number(s) _____

CADASTRAL DESCRIPTION OF IMMOVABLE HELD IN CO-OWNERSHIP

DIMENSIONS OF IMMOVABLE HELD IN CO-OWNERSHIP m ft m² ft²

AREA OF SHARE gross net as per certificate of location

(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 account of the TRUSTEE, after deduction of the exchange rate and banking fees, if applicable, will be the amount of the deposit paid.
COUNTRY
- 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 a 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.
- 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 held in co-ownership inspected by a building inspector or a professional within a period of _____ days following acceptance of this promise to purchase, and the SELLER undertakes to cooperate to obtain all required authorizations from the other undivided co-owners to achieve this. Should this inspection reveal the existence of a factor relating to the immovable held in co-ownership 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 p.m. 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 held in undivided co-ownership 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 I-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, excluding the other undivided co-owners;
6. the undivided co-owners:

have the following pre-emptive right, if applicable (indicate time period and terms):

The SELLER undertakes to obtain from the undivided co-owners of the immovable held in undivided co-ownership a written waiver of their pre-emptive right or their right of redemption and to submit it to the BUYER within _____ days following acceptance of this promise to purchase. Receipt of such a waiver within that period shall have the effect of fully satisfying this condition. Failure on the part of the SELLER to submit this waiver to the BUYER within the above period shall cause the promise to purchase to become null and void;

have waived their pre-emptive right or, in the case where undivided co-owners do not have a pre-emptive right, have waived their right of redemption provided under section 1022 of the *Civil Code of Québec* (indicate names of undivided co-owners who have waived their pre-emptive or redemption right):

The SELLER shall provide proof thereof to the BUYER within five (5) days following acceptance of this promise to purchase;

7. 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.
8. 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 held in co-ownership:

- 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 the indivision agreement, including the co-ownership by-law. If a true copy of the indivision agreement cannot be provided, a copy certified by the Bureau de la publicité des droits shall suffice. 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 _____ DATE. The BUYER shall be the owner upon the signing of the deed of sale.

The BUYER and the SELLER hereby authorize the broker 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 _____ DATE, at _____, and to leave it free of any property not included in this promise to purchase or not assumed 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.



Should funds have been set up for the co-ownership, such as a contingency fund, no adjustment concerning them will be made. There will be adjustments relating to common expenses payable periodically. Any claim arising from a decision adopted by the undivided co-owners shall be payable by the owner when it becomes liquid and exigible, regardless of the date of the meeting of co-owners at which the expense was approved. The claim is liquid when it is determined or known, and it is exigible when it is due or claimable.

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.

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

(V20 06/2023)



11.7 Service and leasing contracts on appliances and equipment to be assumed by the BUYER:

- Water heater _____ Alarm system _____
- Propane tank _____
- Other _____

11.8 Items and services covered by a maintenance contract or an instalment sales contract, trial sales contract, sales contract with right of redemption, sale contract with resolutory clause, or leasing contract, and obligations of the SELLER to be assumed by the BUYER (appliances, swimming pool, heat pump, heating system, etc.):

12. OTHER DECLARATIONS AND CONDITIONS

12.1

(V20 06/2023)

13. ANNEXES

13.1 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 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.



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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 _____, at _____ : _____.

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

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 _____ : _____.

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

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



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 _____ this promise to purchase with the enhancements EA- _____ OR

submits counter-proposal CP- _____.

Signed in _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

SIGNATURE OF SELLER 1 OR HIS REPRESENTATIVE

SIGNATURE OF SELLER 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 _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

SIGNATURE OF SELLER 3 OR HIS REPRESENTATIVE

SIGNATURE OF SELLER 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

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 _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

SIGNATURE OF SELLER'S 1 SPOUSE

SIGNATURE OF SELLER'S 2 SPOUSE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

Signed in _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

SIGNATURE OF SELLER'S 3 SPOUSE

SIGNATURE OF SELLER'S 4 SPOUSE

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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PPU 00001

(V20/06/2023)

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

Signed in _____,

Signed in _____,

on _____, at _____ : _____ .

on _____, at _____ : _____ .

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 _____,

Signed in _____,

on _____, at _____ : _____ .

on _____, at _____ : _____ .

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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(V23.06/2023)



MANDATORY FORM
PROMISE TO PURCHASE – CO-OWNERSHIP
FRACTION OF A CHIEFLY RESIDENTIAL
IMMOVABLE HELD IN DIVIDED 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 held in divided co-ownership, is designated as follows:

NUMBER	STREET	APARTMENT	CITY	PROVINCE	POSTAL CODE
CADASTRAL DESCRIPTION OF PRIVATE PORTIONS		OF PARKING SPACE		OF STORAGE SPACE	
DIMENSIONS OF PRIVATE PORTIONS		<input type="checkbox"/> m <input type="checkbox"/> ft		<input type="checkbox"/> m ² <input type="checkbox"/> ft ² ;	
AREA OF PRIVATE PORTION AS PER CADASTRAL PLAN					

and all related rights in common portions:

SHARE OF COMMON PORTIONS CADASTRAL DESCRIPTION OF COMMON PORTIONS

the immovable held in divided co-ownership includes:

- _____ parking space(s) number(s) _____ private portion common portion for restricted use
- _____ storage space(s) number(s) _____ other: _____ indoor outdoor
- _____ storage space(s) number(s) _____ private portion common portion for restricted use
- _____ storage space(s) number(s) _____ other: _____ indoor outdoor

(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 _____ 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 a 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.
- 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, including all common portions, inspected by a building inspector or a professional within a period of _____ days following acceptance of this promise to purchase, and the SELLER undertakes to cooperate to obtain all required authorizations from the syndicate of co-owners or the co-owners to achieve this. 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.

By initialing this box, the BUYER acknowledges having been informed of his right to have the IMMOVABLE, including all common portions, inspected by a building inspector or a professional, but having decided to limit such inspection to the private portion only. The provisions of the above paragraph shall apply to the inspection report concerning the private portion. He also acknowledges having been informed by the broker identified in clause 2.1 of the risks of waiving an inspection of the common portions.

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 declaration of co-ownership, including the by-law of the immovable and any amendments thereto, the information provided by the syndicate of co-owners if available, the minutes of meetings of the co-owners and of board meetings for the last _____ years, the insurance policy for the entire co-ownership, the description of the private portion or, if applicable, the description of the private portion of the reference unit, the documents and information pertaining to the self-insurance fund, the financial statements of the co-ownership, including the statement of sums deposited in the contingency fund, and 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. If a true copy of the declaration of co-ownership cannot be provided, a copy certified by the Bureau de la publicité des droits shall suffice. The SELLER shall also supply a copy of the by-law of the immovable certified by the syndicate of co-owners.

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 I-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 The SELLER declares not to have received **OR** to have received a notice of special assessment from the syndicate of co-owners.

10.3 The SELLER declares not to have received **OR** to have received a notice of violation from the syndicate of co-owners that could have consequences for the BUYER.

10.4 **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.

10.5 **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 entire co-ownership, including the private portion, or, failing this, a certificate of location pertaining to the private portion only:

- reflecting any operation, amendment or cadastral renovation;
- reflecting the current physical state of the entire co-ownership, including the private portion, or, failing this, reflecting the current physical state of the private portion only, 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.

10.6 **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.

- 10.7 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.

- 10.8 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.
- 10.9 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.
- 10.10 REQUEST FOR INFORMATION TO THE SYNDICATE** – Unless otherwise stipulated in clause 12.1 or in any other annex forming an integral part of this promise to purchase, the SELLER hereby declares that the information contained in the form "Request for information to the syndicate of co-owners", attached to this promise to purchase, has not changed since the form was obtained.

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.

DATE

The BUYER and the SELLER hereby authorize the broker 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 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.

There will be no adjustment relating to the contingency fund or other co-ownership fund. However, there will be adjustments relating to common expenses payable periodically. The syndicate's claim shall be payable by the owner when it becomes liquid and exigible, regardless of the date of the meeting of co-owners at which the expense was approved. The claim is liquid when it is determined or known, and it is exigible when it is due or claimable.

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.



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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.

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

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11.7 Service and leasing contracts on appliances and equipment to be assumed by the BUYER:

Water heater _____ Alarm system _____

Propane tank _____

Other _____

11.8 Items and services covered by a maintenance contract or an instalment sales contract, trial sales contract, sales contract with right of redemption, sale contract with resolatory clause, or leasing contract, and obligations of the SELLER to be assumed by the BUYER (appliances, swimming pool, heat pump, heating system, etc.):

12. OTHER DECLARATIONS AND CONDITIONS

12.1 _____

13. ANNEXES

13.1 The provisions set forth in the Annex Declarations by the seller of the immovable DSD - _____ 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- _____

Request for information to the syndicate of co-owners RIS- _____ 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.

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



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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 _____ this promise to purchase with the enhancements EA- _____ | OR
"ACCEPTS" OR "REFUSES"

submits counter-proposal CP- _____.

Signed in _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

DATE

DATE

SIGNATURE OF SELLER 1 OR HIS REPRESENTATIVE

SIGNATURE OF SELLER 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 _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

DATE

DATE

SIGNATURE OF SELLER 3 OR HIS REPRESENTATIVE

SIGNATURE OF SELLER 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

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 _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

DATE

DATE

SIGNATURE OF SELLER'S 1 SPOUSE

SIGNATURE OF SELLER'S 2 SPOUSE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

Signed in _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

DATE

DATE

SIGNATURE OF SELLER'S 3 SPOUSE

SIGNATURE OF SELLER'S 4 SPOUSE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

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 2 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 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS



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MANDATORY FORM
DECLARATIONS BY THE SELLER OF THE IMMOVABLE
DIVIDED CO-OWNERSHIP

NOTE – This form is for a residential immovable held in divided co-ownership. It must be used when a brokerage contract for the sale of a fraction of a chiefly residential immovable held in divided co-ownership is signed with an individual.

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.

The declarations herein pertain to the private portion (D1 to D13) and the common portions (D14) of the immovable held in co-ownership.

To supplement this form, a request for information can be forwarded by the real estate broker to the manager of the syndicate of co-owners, using the *Request for information to the syndicate of co-owners (RIS)* form.

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.

Brokerage contract: BC - Promise to purchase: PP -

D1. IDENTIFICATION OF THE PRIVATE PORTION

D1.1 The declarations herein pertain to the private portion of the immovable held in divided co-ownership located at:

ADDRESS

D2. GENERAL INFORMATION

- D2.1 Who is responsible for managing co-ownership? _____ self-management external management don't know
- D2.2 What is the amount of monthly common expenses pertaining to the private portion? \$ _____ don't know
- D2.3 According to the type of co-ownership, how many syndicates are there? 1 syndicate 2 syndicates don't know
- D2.4 Is there a contingency fund? yes no
- D2.5 Is there a self-insurance fund? yes no
- D2.6 Does the syndicate of co-owners have an asset management plan (contingency fund survey and a maintenance log)? yes no
- D2.7 In what year did you acquire your private portion? _____

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D2.8 Do you live in your private portion? yes no

If so, since when: _____

D2.9 If you answered "no" to the previous question, are you currently leasing your private portion? yes no

If so, answer the following sub-questions:

a) Rent currently brings in at least _____ dollars
(\$ _____) 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) Does the tenant benefit from advantages that are not indicated in writing in the lease? yes no

f) Do you have any proceedings pending before the Administrative Housing Tribunal (or any other tribunal) in relation to this private portion? 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.

h) Are there any restrictions on the lease of your private portion?
(e.g. tourist or short-term rental or other: _____) yes no

For the following questions, to your knowledge:

D2.10 Has your private portion ever been left unoccupied for a long period (e.g. over 90 days)? yes no

D2.11 Was your private portion ever leased? yes no

If so, indicate the leasing periods: _____

D2.12 What is the year of construction of the immovable? _____ don't know

D2.13 Is your private portion affected by hypothecs, servitudes, encroachments or other charges (right of use, usufruct or other)? yes no

D2.14 Has your private portion ever been the subject of a notice of non-compliance from a competent authority or from an insurer with which you have not complied? yes no

D2.15 Is your private portion still covered by a new home warranty? yes no

If so, do you have the warranty documents? yes no

D2.16 Are telecommunications services available in the area where your private portion is located? yes no

If yes, specify which ones: Internet telephone cellular network cable

D2.17 Is your private portion equipped with the following safety devices?

a) sprinklers don't know yes no

b) smoke detectors don't know yes no

c) carbon monoxide detector don't know yes no

d) other (e.g. intercom, alarm system, water leak detection system, etc.): _____

D2.18 Are there systems or devices that are for common use? yes no

If so, specify: heating elevator air conditioning water heater electricity telephone/cable other: _____

D2.19 Are there common services? yes no

If so, specify the type:

access ramp exercise room community room pool spa/sauna patio other: _____

If so, are there membership fees that are not included in the common expenses? Cost: \$ _____ yes no

D2.20 Does your private portion have charging stations for electric cars? yes no

If so, what are the terms and conditions of use of the station (e.g. private station, paying user, or other):

D3. DAMAGE CAUSED BY WATER

To your knowledge:

D3.1 Have there ever been water infiltrations? yes no

If so, where?

 basement or crawl space roof patio balcony solarium skylight door window chimney other: _____D3.2 Has there ever been damage caused by a water leak? yes no

If so, where?

 basement or crawl space dishwasher washing machine refrigerator water heater toilet shower bath other: _____If so, did you inform your syndicate of co-owners? yes no**D4. LAND (SOIL)**

To your knowledge:

 not applicable for the private portionD4.1 Has your private portion ever been affected by soil problems? yes no

If so, what problems?

 landslides subsidence land movement soil instability other: _____D4.2 Has foundation stabilization work been carried out? yes no

If so, what work?

 piles below-grade work other: _____D4.3 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: _____

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- D4.4 Has there ever been any surface or underground tank of fuel oil or oil? yes no
- D4.5 Have earthworks ever been performed? yes no
 If so, what work?
 backfill
 removal or filling of a swimming pool
 retaining wall
 other: _____
- D4.6 Does water accumulate periodically on the land? yes no
- D4.7 Has there ever been yellowish or reddish water on the land or in the ditch? not applicable yes no
- D4.8 Has there ever been iron ochre deposit in the soil? not applicable yes no
- D4.9 Is there information indicating that the your private portion is located on a former dump or landfill site? yes no
 If so, indicate the source of this information: _____

D5. BASEMENT AND FOUNDATION

- To your knowledge: not applicable for the private portion
- D5.1 What is the type of foundation?
 stone
 wood
 concrete block
 concrete
 don't know
 other: _____
- D5.2 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: _____
- D5.3 Has the basement or the crawl space ever been affected by problems? yes no
 If so, what problems?
 foundation cracks
 rot
 other: _____

D6. INTERIOR AIR QUALITY

- To your knowledge: not applicable for the private portion
- D6.1 Has there ever been major and regular condensation in winter? yes no
 If so, where?
 windows
 solariums
 walls
 ceilings
 French window
 other: _____

- D6.2** Has there ever been any unpleasant odour? yes no
 If so, what odour?
 sewer
 dampness
 gas
 fuel oil
 other: _____
- D6.3** Have there ever been traces of mould, rot or fungi? yes no
 If so, where?
 windows
 solariums
 walls
 ceilings
 French window
 other: _____
- D6.4** Have products that may contain asbestos ever been used? yes no
 If so, specify:
 vermiculite
 tiles
 ceilings
 partitions
 pipe insulation
 other: _____

D7. ROOF

- To your knowledge:** not applicable for the private portion
- D7.1** In what year was the roof covering installed? _____ don't know
- D7.2** Do you have documents evidencing the replacement of the roof covering? yes no
- D7.3** Have there ever been regular ice accumulation or icicles hanging from the roof? yes no
- D7.4** What type of roof covering is installed? don't know
 asphalt shingles
 cedar shingles
 bitumen and gravel
 elastomeric membrane
 sheet metal
 other: _____
- D7.5** Does the roof require regular maintenance? don't know yes no
 If so, how often? _____
- D7.6** What type of insulation is in the attic? don't know
 mineral wool
 vermiculite
 urethane
 other: _____

D8. PLUMBING AND DRAINAGE**To your knowledge:**

D8.1 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: _____

D8.2 Does your private portion have a sump or a water retention pit? not applicable for the private portion 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

D8.3 Does your private portion have a sump pump? not applicable for the private portion 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

D8.4 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

D8.5 Have modifications been made to plumbing drains or the foundation drain? not applicable for the private portion yes no

D8.6 Water heater:

a) In what year was/were the water heater(s) installed? _____ don't know

b) Is it or are they leased? yes no

c) What is the leasing cost? \$ _____ don't know

d) Specify if the water heater(s) servicing the private portion is/are for common use or exclusive use.

D8.7 Does your private portion have a water softener or water filtration system? yes no

D8.8 Is the immovable serviced by the municipal water supply? yes no

If so, answer the following sub-questions:

a) Is your private portion 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

D8.9 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?

- artesian well
- tubular well
- surface well
- well point
- spring tapping
- other: _____

b) Is the water supplied by this source safe to drink? yes no



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- 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
- D8.10** Is the immovable serviced by the municipal sewer system? yes no
If so, is your private portion connected to the municipal sewer system? yes no
- D8.11** 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 your private portion 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 the 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 of the system? 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
- D8.12** Have there ever been problems with the sewage disposal system? yes no
If so, which ones?
 odour
 overflowing
 other: _____
- D8.13** Is your private portion equipped with a backflow valve (to prevent sewer and rainwater backups)? don't know yes no

D9. ENERGY

To your knowledge:

- D9.1** Is your private portion serviced by power utilities? yes no
If so, is your private portion connected to these power utilities? yes no
- D9.2** 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
- D9.3** Is your private portion serviced by natural gas services? yes no
If so, is your private portion connected to these services? yes no
- D9.4** Have there ever been gas-related problems? yes no
If so, which ones?
 yellow or orange flame
 leak
 irregular supply
 odour
 other: _____
- D9.5** Does your private portion have an integrated generator? not applicable for the private portion yes no
If so, have there ever been problems related to the generator? yes no
- D9.6** Has the electrical panel ever been replaced? yes no
If so, in what year? _____



- D9.7** Did your private portion receive an energy efficiency certification? yes no
 If so, answer the following sub-questions:
 a) What certification is it? Novoclimat certification Energy rating Green house LEED other: _____
 b) When was this certification obtained? _____ don't know
- D9.8** Does the immovable have a system that improves energy efficiency? yes no
 If so, which one?
 wind turbine
 solar panel
 other: _____

D10. HEATING, AIR CONDITIONING AND VENTILATION

To your knowledge:

- D10.1** What type of energy does the main heating system use?
 fuel oil
 electricity
 natural gas
 wood
 geothermal
 other: _____
- D10.2** Does the heating system include a furnace? yes no
- D10.3** What is the year of installation of the furnace or the main components of the heating system? _____ don't know
- D10.4** Does the heating system include an oil tank? yes no
 If so, in what year was it installed? _____ don't know
- D10.5** Does your private portion have heated floors or ceilings? yes no
 If so, in what year were they installed? _____ don't know
- D10.6** Do you have a maintenance contract for the heating system? yes no
- D10.7** Have there ever been problems with the heating system? yes no
- D10.8** Are certain rooms difficult to heat? yes no
 If so, which ones: _____
- D10.9** Does your private portion have a heat pump (air conditioning AND heating)? yes no
 If so, answer the following sub-questions:
 a) Is it a wall-mounted or central heat pump? _____
 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 device? yes no
 If so, did you inform your syndicate of co-owners? yes no
- D10.10** Does your private portion 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? _____
 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
If so, did you inform your syndicate of co-owners? yes no
- D10.11** Does your private portion have an air exchanger? not applicable for the private portion 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
If so, did you inform your syndicate of co-owners? yes no
- D10.12** Does your private portion have a geothermal system? not applicable for the private portion 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
If so, did you inform your syndicate of co-owners? yes no
- c) Is the geothermal system certified by the Canadian Coalition of Geothermal Energy (CCGE)? yes (indicate the certificate number: _____) no
- D10.13** Does your private portion have a supplemental heating device? not applicable for the private portion 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
If so, did you inform your syndicate of co-owners? yes no
- g) Does it comply with applicable regulations? yes no
- D10.14** 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) Who handles the sweeping? owner syndicate don't know
- d) Do you have documents evidencing the features and year of installation of the chimney? yes no
- e) Does it comply with applicable regulations? yes no

D11. UNDESIRABLE ANIMALS (VERMIN)**To your knowledge:**

D11.1 Have there ever been insects or vermin inside your private portion? yes no

If so, answer the following sub-questions:

a) Which insects or animals?

carpenter ants

mice

rats

bedbugs

bats

other: _____

b) If so, did you inform your syndicate of co-owners? yes no

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

D12. INSPECTION AND OTHER EXPERT REPORTS**To your knowledge:**

D12.1 Has your private portion ever been inspected? yes no

If so, can you provide these reports? yes no

If not, why? _____

D12.2 In addition to those already mentioned, have there ever been any other tests or expert evaluations done on your private portion (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? _____

D13. OTHER INFORMATION**To your knowledge:**

D13.1 In addition to those already mentioned, has your private portion ever sustained damage following events such as ice storm, wind storm, flood, fire or other? yes no

D13.2 Have major work or renovations ever been done to your private portion in addition to 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 sub-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

c) Did you obtain the authorizations required from the syndicate to carry out such work? yes no

D13.3 Has an insurance company ever refused to insure your private portion in whole or in part? yes no

D13.4 Has an insurance company ever refused a claim for damage sustained to your private portion? yes no

D13.5 Beyond the limits of federal and provincial legislation, if applicable, have cannabis, drugs, chemicals or hazardous products ever been produced or grown inside your private portion? yes no

D13.6 Has there ever been a suicide or violent death in your private portion? yes no

D13.7 In addition to those mentioned above, could other factors have an impact on the value of your private portion, the income generated thereby, the expenses relating thereto and use thereof? yes no



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DSD 00001

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D14. COMMON PORTIONS

Special restrictions may affect an immovable. These types of restrictions are called "restrictions of public law that are exceptions to ordinary law."

- D14.1** Are the common portions affected by restrictions of public law that are exceptions to ordinary law apart from what is mentioned in the declaration of co-ownership? don't know yes no
- 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: _____ .
- D14.2** Do the common portions conform to the laws and regulations relating to environmental protection? don't know yes no
If not, has the situation been remedied? don't know yes no
- D14.3** Which insurance company insures the common portions? _____ don't know
- D14.4** Is the immovable equipped with the following safety devices?
- a) sprinklers don't know yes no
 - b) smoke detectors don't know yes no
 - c) carbon monoxide detector don't know yes no
 - d) generator don't know yes no
 - e) other (e.g. intercom, guards, camera, alarm system, water leak detection system, etc.): _____ don't know yes no
- D14.5** Do the common portions have charging stations for electric cars? don't know yes no
If so, what are the terms and conditions of use of these stations (e.g. regulated use, paying user, or other)?

- D14.6** Are there or have there ever been problems relating to the following?
- a) land (soil) don't know yes no
 - b) infiltration don't know yes no
 - c) building basement (including crawl space) don't know yes no
 - d) interior air quality don't know yes no
 - e) roof don't know yes no
 - f) plumbing and drainage don't know yes no
 - g) other: _____ don't know yes no
- D14.7** Has the syndicate of co-owners used the services of an exterminator? don't know yes no
- D14.8** Have major works or renovations ever been done to the common portions other than those already mentioned (e.g. modifications to the structure of the building, major renovations, replacement of windows, etc.)? don't know yes no
- D14.9** In addition to those mentioned above, could other factors have an impact on the value of the common portions, the income generated thereby, the expenses relating thereto and use thereof? don't know yes no
- D14.10** Are there any special assessments that have been voted but are not yet payable or will such assessments be expected? don't know yes no
- Any major work or renovations done to the common portions not specifically covered by a question on this form must be reported under section D15.**



D16. SIGNATURES

ORGANISME D'AUTORÉGLEMENTATION 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 _____ ,

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

on _____ , at _____ : _____ .
DATE

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

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

SELLER 1 OR HIS REPRESENTATIVE - SIGNATURE

SELLER 2 OR HIS REPRESENTATIVE - SIGNATURE

WITNESS - LAST NAME AND FIRST NAME (PLEASE PRINT)

WITNESS - LAST NAME AND FIRST NAME (PLEASE PRINT)

WITNESS - SIGNATURE

WITNESS - SIGNATURE

Signed in _____ ,

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

on _____ , at _____ : _____ .
DATE

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

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

SELLER 3 OR HIS REPRESENTATIVE - SIGNATURE

SELLER 4 OR HIS REPRESENTATIVE - SIGNATURE

WITNESS - LAST NAME AND FIRST NAME (PLEASE PRINT)

WITNESS - LAST NAME AND FIRST NAME (PLEASE PRINT)

WITNESS - SIGNATURE

WITNESS - SIGNATURE



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DSD 00001

1/4 (03/2023)

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

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

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

BUYER 1 OR HIS REPRESENTATIVE - SIGNATURE

WITNESS - LAST NAME AND FIRST NAME (PLEASE PRINT)

WITNESS - SIGNATURE

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

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

BUYER 2 OR HIS REPRESENTATIVE - SIGNATURE

WITNESS - LAST NAME AND FIRST NAME (PLEASE PRINT)

WITNESS - SIGNATURE

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

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

BUYER 3 OR HIS REPRESENTATIVE - SIGNATURE

WITNESS - LAST NAME AND FIRST NAME (PLEASE PRINT)

WITNESS - SIGNATURE

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

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

BUYER 4 OR HIS REPRESENTATIVE - SIGNATURE

WITNESS - LAST NAME AND FIRST NAME (PLEASE PRINT)

WITNESS - SIGNATURE





MANDATORY FORM
EXCLUSIVE BROKERAGE CONTRACT – SALE
FRACTION OF A CHIEFLY RESIDENTIAL IMMOVABLE
HELD IN DIVIDED CO-OWNERSHIP

NOTE – This form is to be used when an exclusive brokerage contract for a fraction of a chiefly residential immovable held in divided co-ownership is signed with a natural person. In this form, unless the context indicates otherwise, “immovable” means the fraction of the immovable held in co-ownership.

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 – 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

<p>NAME OF AGENCY OR BROKER</p> <p><input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL</p> <p>_____</p> <p>REPRESENTED BY</p> <p>Licence number: <input type="text"/></p> <p><input type="checkbox"/> carrying on activities within the following business corporation:</p> <p>NAME OF BUSINESS CORPORATION</p>	<p>NAME OF AGENCY OR BROKER</p> <p><input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL</p> <p>_____</p> <p>REPRESENTED BY</p> <p>Licence number: <input type="text"/></p> <p><input type="checkbox"/> carrying on activities within the following business corporation:</p> <p>NAME OF BUSINESS CORPORATION</p>
--	--

(hereinafter called “the AGENCY” or “the BROKER”)

v23 02/2023

IDENTIFICATION OF THE SELLER	
NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 1 AND HIS REPRESENTATIVE, IF APPLICABLE	NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 2 AND HIS REPRESENTATIVE, IF APPLICABLE
NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 3 AND HIS REPRESENTATIVE, IF APPLICABLE	NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 4 AND HIS REPRESENTATIVE, IF APPLICABLE
(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 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:

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 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: _____

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 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 _____ DATE.

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 is designated as follows:

NUMBER STREET APARTMENT CITY PROVINCE POSTAL CODE

CADASTRAL DESCRIPTION OF PRIVATE PORTIONS

OF PARKING SPACE

OF STORAGE SPACE

 m ft m² ft²

DIMENSIONS OF PRIVATE PORTIONS

AREA OF PRIVATE PORTION AS PER CADASTRAL PLAN

and all related rights in common portions: _____ ;

SHARE OF COMMON PORTIONS

CADASTRAL DESCRIPTION OF COMMON PORTIONS

the immovable includes:

_____ parking space(s), number(s) private portion common portion for restricted use
 other: _____ indoor outdoor

3/11

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_____ storage space(s), number(s) _____ private portion common portion for restricted use
 other: _____ indoor outdoor
 (hereinafter called "the IMMOVABLE")

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 inform 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.):

4.8 There will be no adjustment relating to the contingency fund or other fund of the syndicate of co-owners. There will be adjustments relating to common expenses payable periodically.

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 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 points 1, 2, 3 or 4 of this clause, remuneration of:

_____ percent (_____ %) of the price set for the sale in the cases provided in points 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 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 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 agrees to collaborate with any other agency or broker upon request, 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 The SELLER declares not to have received OR to have received a notice of special assessment from the syndicate of co-owners.

8.3 The SELLER declares not to have received OR to have received a notice of violation from the syndicate of co-owners that could have consequences for the BUYER.

- 8.4 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 as a result of the services of 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.
- 8.5 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, declaration of co-ownership including the by-law of the immovable and any amendments thereto, minutes of meetings of the co-owners and of board meetings for the last _____ years, insurance policy covering the entire co-ownership, description of the private portion or, if applicable, that of the private portion of the reference unit, documents and information relating to the self-insurance fund, financial statements of the co-ownership, including statement of sums deposited in the contingency fund, statement of debts and claims of the co-ownership and budget forecast for the current year, list of alterations or improvements made to the IMMOVABLE, asset management plan, including planned work, certificate of condition of the immovable, 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.
- Also, the SELLER gives the express mandate to the AGENCY or the BROKER to obtain from the syndicate of co-owners, on his behalf, any documentation pertaining to the IMMOVABLE that the AGENCY or the BROKER shall deem useful.
- The SELLER shall keep the AGENCY or the BROKER informed of any change that comes to his attention relating to information obtained from the syndicate of co-owners.
- 8.6 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.
- 8.7 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, a certificate of location of the entire co-ownership, including the private portion, or, failing this, a certificate of location of the private portion only:
- 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).
- 8.8 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, upon request, 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.
- 8.9 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.
- 8.10 The SELLER, who undertakes to take all necessary steps to this effect with the syndicate of co-owners, 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 regulation including any co-ownership by-law, 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 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 in his favour related to the object of the contract;
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 _____

12. ANNEXES

12.1 The provisions set forth in the Annex Declarations by the seller of the immovable DSD- _____ 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): _____

(023 02/2023)

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 _____ : _____.

on _____, at _____ : _____.

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF SELLER 1 OR HIS REPRESENTATIVE

Signed in _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF SELLER 2 OR HIS REPRESENTATIVE



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(023 01/2023)

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

Signed in _____,

on _____, at _____ : _____.
DATE

SIGNATURE OF SELLER 3 OR HIS REPRESENTATIVE

Signed in _____,

on _____, at _____ : _____.
DATE

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

(v23 02/2023)



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MANDATORY FORM
NON-EXCLUSIVE BROKERAGE CONTRACT – SALE
FRACTION OF A CHIEFLY RESIDENTIAL IMMOVABLE
HELD IN DIVIDED CO-OWNERSHIP

NOTE – This form is to be used when a non-exclusive brokerage contract for a fraction of a chiefly residential immovable held in divided co-ownership is signed with a natural person. In this form, unless the context indicates otherwise, “immovable” means the fraction of the immovable held in co-ownership.

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 – 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: <input style="width: 80px;" type="text"/> <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 style="width: 80px;" type="text"/> <input type="checkbox"/> carrying on activities within the following business corporation: _____ NAME OF BUSINESS CORPORATION
(hereinafter called “the AGENCY” or “the BROKER”)	



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IDENTIFICATION OF THE SELLER

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 1 AND HIS REPRESENTATIVE, IF APPLICABLE

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 2 AND HIS REPRESENTATIVE, IF APPLICABLE

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 3 AND HIS REPRESENTATIVE, IF APPLICABLE

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 4 AND HIS REPRESENTATIVE, IF APPLICABLE

(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
- Permanent Resident Card
- Other ID document (with photo): _____
- Health Insurance Card
- Passport

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: _____

Profession or principal activity: _____

SELLER 2 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: _____

Profession or principal activity: _____

SELLER 3 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: _____

Profession or principal activity: _____

SELLER 4 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: _____

Profession or principal activity: _____



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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: _____

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 _____ .
DATE

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 is designated as follows:

NUMBER STREET APARTMENT CITY PROVINCE POSTAL CODE

CADASTRAL DESCRIPTION OF PRIVATE PORTIONS OF PARKING SPACE OF STORAGE SPACE

DIMENSIONS OF PRIVATE PORTIONS m ft AREA OF PRIVATE PORTION AS PER CADASTRAL PLAN m² ft²and all related rights in common portions: _____ ;
SHARE OF COMMON PORTIONS CADASTRAL DESCRIPTION OF COMMON PORTIONS

the immovable includes:

_____ parking space(s), number(s) _____ private portion common portion for restricted use
 other: _____ indoor outdoor



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_____ storage space(s), number(s) _____ private portion common portion for restricted use
 other: _____ indoor outdoor
 (hereinafter called "the IMMOVABLE")

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 inform 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 resolatory clause or leasing contract, and obligations of the SELLER to be assumed by the buyer (appliances, swimming pool, heat pump, etc.):

4.8 There will be no adjustment relating to the contingency fund or other fund of the syndicate of co-owners. There will be adjustments relating to common expenses payable periodically.

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 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 agrees to collaborate with any other agency or broker upon request, 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 The SELLER declares not to have received OR to have received a notice of special assessment from the syndicate of co-owners.

- 8.3 The SELLER declares not to have received OR to have received a notice of violation from the syndicate of co-owners that could have consequences for the BUYER.

- 8.4 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.

- 8.5 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.

- 8.6 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, declaration of co-ownership including the by-law of the immovable and any amendments thereto, minutes of meetings of the co-owners and of board meetings for the last _____ years, insurance policy covering the entire co-ownership, description of the private portion or, if applicable, that of the private portion of the reference unit, documents and information relating to the self-insurance fund, financial statements of the co-ownership, including statement of sums deposited in the contingency fund, statement of debts and claims of the co-ownership and budget forecast for the current year, list of alterations or improvements made to the IMMOVABLE, asset management plan, including planned work, certificate of condition of the immovable, leases and



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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.

Also, the SELLER gives the express mandate to the AGENCY or the BROKER to obtain from the syndicate of co-owners, on his behalf, any documentation pertaining to the IMMOVABLE that the AGENCY or the BROKER shall deem useful.

The SELLER shall keep the AGENCY or the BROKER informed of any change that comes to his attention relating to information obtained from the syndicate of co-owners.

- 8.7 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.
- 8.8 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, a certificate of location of the entire co-ownership, including the private portion, or, failing this, a certificate of location of the private portion only:
- 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).
- 8.9 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, upon request, 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.
- 8.10 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.
- 8.11 The SELLER, who undertakes to take all necessary steps to this effect with the syndicate of co-owners, 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 regulation including any co-ownership by-law, 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 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 in his favour related to the object of the contract;
 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;



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- 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 _____



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 _____, at _____ : _____.
DATE
SIGNATURE OF AGENCY OR BROKER

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

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

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

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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