No. 32

Part 2
LAWS AND REGULATIONS

12 August 2026 / Volume 158

Summary

Regulations and other Acts
Draft Regulations

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Part 2 – LAWS AND REGULATIONS

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Part 2 shall contain:

(1) Acts assented to;

(2) proclamations and Orders in Council for the coming into force of Acts;

(3) regulations and other statutory instruments whose publication in the *Gazette officielle du Québec* is required by law or by the Government;

(4) regulations made by courts of justice and quasi-judicial tribunals;

(5) drafts of the texts referred to in paragraphs (3) and (4) whose publication in the *Gazette officielle du Québec* is required by law before they are made, adopted or issued by the competent authority or before they are approved by the Government, a minister, a group of ministers or a government body; and

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M.O., 2026-14

Order 2026-14 of the Minister of Finance dated July 29, 2026

Real Estate Brokerage Act
(chapter C-73.2)

CONSIDERING the determination of brokerage contracts to be evidenced on a mandatory form

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

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

CONSIDERING that it is expedient to determine that the "Non-exclusive brokerage contract – Sale - Mobile home situated on leased land" be evidenced on a mandatory form prepared by the Organisme d'autoréglementation du courtage immobilier du Québec;

THEREFORE, the Minister of Finance determines that the "Non-exclusive brokerage contract – Sale - Mobile home situated on leased land" be evidenced on a mandatory form prepared by the Organisme d'autoréglementation du courtage immobilier du Québec.

Québec, July 29, 2026

ERIC GIRARD
Minister of Finance

108356

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M.O., 2026-15

Order 2026-15 of the Minister of Finance dated July 29, 2026

Real Estate Brokerage Act
(chapter C-73.2)

CONCERNING the following forms:

— Non-exclusive brokerage contract – Sale - Mobile home situated on leased land;

— Exclusive brokerage contract – Sale – Mobile home situated on leased land;

— Promise to purchase – Mobile home situated on leased land;

— Annex – Divided co-ownership – Public Curator;

— Annex – Undivided co-ownership – Public Curator;

— Enhancements prior to acceptance – Public Curator;

— Promise to purchase – Public Curator;

— Counter-proposal to a promise to purchase – Public Curator;

— Amendments – Public Curator;

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

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

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

— Exclusive brokerage contract – Sale – Mobile home situated on leased land;

— Promise to purchase – Mobile home situated on leased land;

— Annex – Divided co-ownership – Public Curator;

— Annex – Undivided co-ownership – Public Curator;

— Enhancements prior to acceptance – Public Curator;

— Promise to purchase – Public Curator;

— Counter-proposal to a promise to purchase – Public Curator;

— Amendments – Public Curator;

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

CONSIDERING that the Minister of Finance has determined, pursuant to Order 2026-14, that the "Non-exclusive brokerage contract – Sale - Mobile home situated on leased land" must be evidenced on a mandatory form;

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

CONSIDERING the second paragraph of section 129.1 of the Act, which provides that the forms so prepared are submitted to the Minister of Finance for approval and come into force on the date of their publication in the *Gazette officielle du Québec* or on any later date determined by the Minister;

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

— Non-exclusive brokerage contract – Sale - Mobile home situated on leased land;

— Exclusive brokerage contract – Sale – Mobile home situated on leased land;

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— Promise to purchase – Mobile home situated on leased land;

— Annex – Divided co-ownership – Public Curator;

— Annex – Undivided co-ownership – Public Curator;

— Enhancements prior to acceptance – Public Curator;

— Promise to purchase – Public Curator;

— Counter-proposal to a promise to purchase – Public Curator;

— Amendments – Public Curator;

CONSIDERING that it is expedient to approve the new forms listed above;

THEREFORE, the Minister of Finance approves the following forms:

— Non-exclusive brokerage contract – Sale - Mobile home situated on leased land;

— Exclusive brokerage contract – Sale – Mobile home situated on leased land;

— Promise to purchase – Mobile home situated on leased land;

— Annex – Divided co-ownership – Public Curator;

— Annex – Undivided co-ownership – Public Curator;

— Enhancements prior to acceptance – Public Curator;

— Promise to purchase – Public Curator;

— Counter-proposal to a promise to purchase – Public Curator;

— Amendments – Public Curator;

attached to this Order, which, except the form "Non-exclusive brokerage contract – Sale - Mobile home situated on leased land", replace the forms published by the Organisme d'autoréglementation du courtage immobilier du Québec and whose use is mandatory under section 7.1 of the Regulation respecting certain transitional measures for the carrying out of the Act mainly to improve the regulation of the financial sector, the protection of deposits of money and the operation of financial institutions (chapter 2018C23, r. 1).

This Order comes into force on the 180th day following the date of its publication in the *Gazette officielle du Québec*.

Québec, July 29, 2026

ERIC GIRARD
Minister of Finance

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OACIQ
ORGANISME D'AUTORÉGLEMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

MANDATORY FORM
NON-EXCLUSIVE BROKERAGE CONTRACT – SALE
MOBILE HOME SITUATED ON LEASED LAND

NOTE – This form must be used when a non-exclusive brokerage contract for a mobile home situated on leased land 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 mobile home situated on leased land through an agency or broker without providing for the exclusivity of the services of this agency or broker. If the mobile home situated on leased land 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 mobile home situated on leased land 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 mobile home situated on leased land by himself. Agencies or brokers with whom the seller enters into a *Non-exclusive brokerage contract – Sale* may show and advertise the mobile home situated on leased land. 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 by which the seller retains the services of an agency or broker excluding any other agency or broker to market the mobile home situated on leased land. The seller retains the right to market the mobile home situated on leased land by himself. If the mobile home situated on leased land is sold or an agreement to sell the mobile home situated on leased land 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

☐ real estate agency ☐ real estate broker acting on his own account

ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL

REPRESENTED BY

Licence number: ____

☐ carrying on activities within the following business corporation:

NAME OF BUSINESS CORPORATION

NAME OF AGENCY OR BROKER

☐ real estate agency ☐ real estate broker acting on his own account

ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL

REPRESENTED BY

Licence number: ____

☐ carrying on activities within the following business corporation:

NAME OF BUSINESS CORPORATION

(hereinafter called "the AGENCY" or "the BROKER")

(V1 06/2026)

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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 identity of the SELLER was verified on _____ (DATE) using the following document for:

SELLER 1 or his REPRESENTATIVE

☐ Driver's licence ☐ Health Insurance Card
☐ Permanent Resident Card ☐ Passeport
☐ 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 ☐ Passeport
☐ 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 ☐ Passeport
☐ Other ID document (with photo): _____

IDENTIFICATION DE LA PIÈCE

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 ☐ Passeport
☐ Other ID document (with photo): _____

IDENTIFICATION DE LA PIÈCE

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE — EXPIRATION

Date of birth: ____ (YEAR) ____ (MONTH) ____ (DAY)

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)

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)

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)

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)

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 hereinafter described mobile home placed on a chassis, with or without a permanent foundation, and reach an agreement for its sale.

This contract ends at 11:59 p.m. on _____ (DATE).

This contract in 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 mobile home 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 can 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 MOBILE HOME

3.1 The mobile home is described as follows:

Brand: _____ Serial number: _____

Year: _____ Dimensions (no attachment): _____

Area: _____

(hereinafter referred to as "MOBILE HOME")

It is located on a leased land owned by _____ and described as follows:

LOCATION NUMBER STREET CITY PROVINCE POSTAL CODE

CADASTRAL DESCRIPTION

☐ m ☐ ft DIMENSIONS

☐ m² ☐ ft² AREA

(hereinafter referred to as "LAND")

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4. PRICE AND TERMS OF SALE

4.1 The asking sale price is: _____

dollars ($ _____).

4.2 Existing loans: _____
which are secured by ☐ a movable hypothec without delivery **or** ☐ an immovable hypotec, **or** ☐ both.

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 MOBILE HOME shall be borne by the SELLER. The costs relating to repayment include any penalty payable for early repayment.

4.3 **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 MOBILE HOME.

4.4 **EXCLUSIONS –** Excluded from the sale are the following items: _____

_____

_____

_____

_____

4.5 Service and leasing contracts relating to the LAND, appliances and equipment to be assumed by the buyer:

1. For the leasing of the LAND:

   a) the rent requested for the LAND on which the MOBILE HOME is located is : _____ dollars

   ($ _____) ☐ per week ☐ per month ☐ other : _____,

   for a total amount of _____ dollars

   ($ _____) for the full term of the lease, if it is a fixed term lease.

   b) Lease term of LAND: _____

   c) Inclusions provided for in the lease: _____

   _____

   _____

   _____

   d) Exclusions provided for in the lease: _____

   _____

   _____

   _____

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e) Indicate below, charges, service and leasing contracts or taxes that shall be borne by the buyer concerning the LAND:

☐ Water tax _____

☐ Snow removal contract _____

☐ Other _____

_____

_____

2. For appliances and equipment:

☐ Water heater _____ ☐ Alarm system _____

☐ Propane tank _____

☐ Other _____

_____

_____

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

_____

_____

_____

_____

5. SIGNING OF THE DEED OF SALE AND OCCUPANCY

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

5.2 Date or time frame for occupancy: _____

6. INFORMATION LISTING SERVICES

6.1 The SELLER authorizes the AGENCY or the BROKER to send the information concerning the MOBILE HOME, 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 MOBILE HOME, to subscribers of information listing services for agencies and brokers listed below:

_____

_____

_____

including for the purpose of marketing the MOBILE HOME 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 MOBILE HOME and the performance of this contract only once the MOBILE HOME is listed on these services.

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7. REMUNERATION

7.1 If, during the term of this contract, the MOBILE HOME 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 MOBILE HOME 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 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 MOBILE HOME, or if the broker representing the AGENCY for the purpose of this contract acquires an interest in the MOBILE HOME:
   a) for himself;
   b) for a partnership or legal person controlled by him.

OR

2. if one of the following persons or partnerships acquires the MOBILE HOME:
   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 MOBILE HOME buyer's fault or the LAND lessor's fault, the deed of sale is not signed or the purchase price is not paid.

8. DECLARATIONS AND OBLIGATIONS OF THE SELLER

THE FORM *DECLARATIONS BY THE SELLER OF THE IMMOVABLE* IS TO BE USED TO SUPPLEMENT THIS FORM.

8.1 The SELLER declares that:

1. he is the sole owner of the MOBILE HOME and sole lessee of the LAND or is duly authorized to sign this contract and to conclude any agreement for the sale of the MOBILE HOME;
2. the MOBILE HOME or the LAND is not the subject of an agreement to lease it or to sublease it under conditions that would result in preventing the sale from taking place;

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3. the MOBILE HOME ☐ is not subject of a pre-emptive right in favour of a third party **OR** ☐ is the subject of a pre-emptive right in favour of the following third party: _____;

4. he is a Canadian resident within the meaning of the *Income Tax Act* (RSC 1985, c. 1 (5th Supp.)) and the *Taxation Act* (CQLR, Chapter I-3) and does not intend to change this residence, otherwise the tax provisions concerning the issuance of a certificate of compliance or the withholding of a portion of the sale price shall be applied.

8.2 During the term of this contract, the SELLER undertakes not to, directly or indirectly, become party to an agreement to lease the MOBILE HOME or to sublease or assign the lease of the LAND 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 MOBILE HOME 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, by-laws of the mobile home park, LAND lease, documents pertaining to appliances and equipment to be taken over by the buyer, water analysis, soil analysis, environmental report, plan, movable property inventory, service and employment contracts, permit, proxy and, generally, any document concerning the MOBILE HOME, including any that may be required for adjustment purposes at the time of the sale.

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

8.6 If the MOBILE HOME is used as a family residence by the SELLER and the leased LAND is the site on which the home is established, 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 deed of sale, and, if applicable, a copy of a judgment authorizing the SELLER to assign his lease or to terminate it without the consent and concurrence of the married or civil union spouse.

8.7 The SELLER undertakes to notify the lessor of the LAND, immediately after acceptance of the promise to purchase, of the sale of the MOBILE HOME.

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 MOBILE HOME 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 11.1 or any annex forming part of this contract, and subject to any regulations, including by-laws of the mobile home park 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.

For this purpose, the SELLER agrees to take all the necessary steps with the lessor or the manager of the mobile home park.

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 MOBILE HOME;

3. to make the usual verifications, including regarding the information contained in any document used to describe the MOBILE HOME and the LAND;

4. to send to the SELLER without delay a copy of any document containing the information used to describe the MOBILE HOME referred to in this contract and the LAND;

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 MOBILE HOME 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 LAND on which the MOBILE HOME is situated shall be removed as soon as this contract ends or upon the signing of the deed of sale, whichever occurs first;

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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 MOBILE HOME 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 brokerage 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 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.

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11. OTHER DECLARATIONS AND CONDITIONS

11.1 _____

12. ANNEXES

12.1 The provisions set forth in the Annex Declarations by the seller DS- ☐ and those set forth in the Annexes identified below form an integral part of this contract, with any modification that the circumstances require:

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

The term "IMMOVABLE" used in these annexes shall not be interpreted as qualifying the MOBILE HOME.

13. INTERPRETATION

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

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

14. CONCILIATION, MEDIATION AND ARBITRATION

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

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15. SIGNATURES

PRIVACY PROTECTION

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

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

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

ORGANISME D'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.

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

_____
SIGNATURE OF AGENCY OR BROKER

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

_____
SIGNATURE OF AGENCY OR BROKER

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 1 OR HIS REPRESENTATIVE

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

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

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

_____
SIGNATURE OF SELLER's 1 SPOUSE

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

_____
SIGNATURE OF SELLER's 2 SPOUSE

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

_____
SIGNATURE OF SELLER's 3 SPOUSE

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

_____
SIGNATURE OF SELLER's 4 SPOUSE

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ORGANISME D'AUTORÉGLEMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

MANDATORY FORM
EXCLUSIVE BROKERAGE CONTRACT – SALE
MOBILE HOME SITUATED ON LEASED LAND

NOTE – This form must be used when an exclusive brokerage contract for a mobile home situated on leased land 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 mobile home situated on leased land. The seller retains the right to market the mobile home situated on leased land by himself. If the mobile home situated on leased land is sold or an agreement to sell the mobile home situated on leased land 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 mobile home situated on leased land through an agency or broker without providing for the exclusivity of the services of this agency or broker. If the mobile home situated on leased land 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 mobile home situated on leased land 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 mobile home situated on leased land by himself. Agencies or brokers with whom the seller enters into a *Non-exclusive brokerage contract – Sale* may show and advertise the mobile home situated on leased land. 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

☐ real estate agency ☐ real estate broker acting on his own account

ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL

REPRESENTED BY

Licence number: _____

☐ carrying on activities within the following business corporation:

NAME OF BUSINESS CORPORATION

NAME OF AGENCY OR BROKER

☐ real estate agency ☐ real estate broker acting on his own account

ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL

REPRESENTED BY

Licence number: _____

☐ 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 identity of the SELLER was verified on _____ (DATE) using the following document for:

SELLER 1 or his REPRESENTATIVE

☐ Driver's licence ☐ Health Insurance Card
☐ Permanent Resident Card ☐ Passeport
☐ 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 ☐ Passeport
☐ 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 ☐ Passeport
☐ 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 ☐ Passeport
☐ 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: _____

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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)

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)

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)

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)

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 hereinafter described mobile home placed on a chassis, with or without a permanent foundation, and reach an agreement for its sale.

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 can 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 MOBILE HOME

3.1 The mobile home is described as follows:

Brand: _____ Serial number: _____

Year: _____ Dimensions (no attachment): _____

Area: _____

(hereinafter referred to as "MOBILE HOME")

It is located on a leased land owned by _____ and described as follows:

LOCATION NUMBER STREET CITY PROVINCE POSTAL CODE

CADASTRAL DESCRIPTION

☐ m ☐ ft DIMENSIONS

☐ m² ☐ ft² AREA

(hereinafter referred to as "LAND")

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4. PRICE AND TERMS OF SALE

4.1 The asking sale price is: _____

dollars ($ _____).

4.2 Existing loans: _____

which are secured by ☐ a movable hypothec without delivery **or** ☐ an immovable hypotec, **or** ☐ both.

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 MOBILE HOME shall be borne by the SELLER. The costs relating to repayment include any penalty payable for early repayment.

4.3 **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 MOBILE HOME.

4.4 **EXCLUSIONS** – Excluded from the sale are the following items: _____

_____

_____

_____

_____

4.5 Service and leasing contracts relating to the LAND, appliances and equipment to be assumed by the buyer:

1. For the leasing of the LAND:

   a) the rent requested for the LAND on which the MOBILE HOME is located is: _____ dollars ($ _____) ☐ per week ☐ per month ☐ other: _____, for a total amount of _____ dollars ($ _____) for the full term of the lease, if it is a fixed term lease.

   b) Lease term of LAND: _____

   c) Inclusions provided for in the lease: _____

   _____

   _____

   _____

   d) Exclusions provided for in the lease: _____

   _____

   _____

   _____

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e) Indicate below, charges, service and leasing contracts or taxes that shall be borne by the buyer concerning the LAND:

☐ Water tax _____

☐ Snow removal contract _____

☐ Other _____

_____

_____

2. For appliances and equipment:

☐ Water heater _____ ☐ Alarm system _____

☐ Propane tank _____

☐ Other _____

_____

_____

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

_____

_____

_____

_____

5. SIGNING OF THE DEED OF SALE AND OCCUPANCY

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

5.2 Date or time frame for occupancy: _____

6. INFORMATION LISTING SERVICES

6.1 The SELLER authorizes the AGENCY or the BROKER to send the information concerning the MOBILE HOME, 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 MOBILE HOME, to subscribers of information listing services for agencies and brokers listed below:

_____

_____

_____

including for the purpose of marketing the MOBILE HOME 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 MOBILE HOME and the performance of this contract only once the MOBILE HOME is listed on these services.

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7. REMUNERATION

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

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

OR

☐ a lump sum of: _____ dollars

($ _____) plus applicable taxes;

1. where an agreement concerning the sale of the MOBILE HOME 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 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 date or termination date of this contract with a person who was interested in the MOBILE HOME 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 MOBILE HOME; 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 MOBILE HOME 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 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 MOBILE HOME, or if the broker representing the AGENCY for the purpose of this contract acquires an interest in the MOBILE HOME:
   a) for himself;
   b) for a partnership or legal person controlled by him.

OR

2. if one of the following persons or partnerships acquires the MOBILE HOME:
   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 MOBILE HOME buyer's fault or the LAND lessor's fault, the deed of sale is not signed or the purchase price is not paid.

(V2.2 06/2026)

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8. DECLARATIONS AND OBLIGATIONS OF THE SELLER

THE FORM *DECLARATIONS BY THE SELLER OF THE IMMOVABLE* IS TO BE USED TO SUPPLEMENT THIS FORM.

8.1 The SELLER declares that:

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

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

1. offer the MOBILE HOME for sale or sublease the LAND or assign the lease through a person other than the AGENCY or BROKER;
2. become party to an agreement for the sale or exchange of the MOBILE HOME other than through the AGENCY or the BROKER;
3. become party to an agreement to lease the MOBILE HOME or to sublease or assign the lease of the LAND 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, by-laws of the mobile home park, LAND lease, documents pertaining to appliances and equipment to be taken over by the buyer, water analysis, soil analysis, environmental report, plan, movable property inventory, service and employment contracts, permit, proxy and, generally, any document concerning the MOBILE HOME, including any that may be required for adjustment purposes at the time of the sale.

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

8.5 If the MOBILE HOME is used as a family residence by the SELLER and the leased LAND is the site on which the home is established, 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 deed of sale, and, if applicable, a copy of a judgment authorizing the SELLER to assign his lease or to terminate it without the consent and concurrence of the married or civil union spouse.

8.6 The SELLER undertakes to notify the lessor of the LAND, immediately after acceptance of the promise to purchase, of the sale of the MOBILE HOME.

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 MOBILE HOME 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 11.1 or any annex forming part of this contract, and subject to any regulations, including by-laws of the mobile home park 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.

For this purpose, the SELLER agrees to take all the necessary steps with the lessor or the manager of the mobile home park.

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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 MOBILE HOME;
3. to make the usual verifications, including regarding the information contained in any document used to describe the MOBILE HOME and the LAND;
4. to send to the SELLER without delay a copy of any document containing the information used to describe the MOBILE HOME referred to in this contract and the LAND;
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 MOBILE HOME 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 LAND on which the MOBILE HOME is situated 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 MOBILE HOME 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 brokerage 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 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.

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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 _____

_____

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(V22 06/2026)

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11.1 (suite)

12. ANNEXES

12.1 The provisions set forth in the Annex Declarations by the seller DS- ☐ and those set forth in the Annexes identified below form an integral part of this contract, with any modification that the circumstances require:

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

The term "IMMOVABLE" used in these annexes shall not be interpreted as qualifying the MOBILE HOME.

13. INTERPRETATION

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

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

14. CONCILIATION, MEDIATION AND ARBITRATION

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

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15. SIGNATURES

PRIVACY PROTECTION

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

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

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

ORGANISME D'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.

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

_____
SIGNATURE OF AGENCY OR BROKER

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

_____
SIGNATURE OF AGENCY OR BROKER

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 1 OR HIS REPRESENTATIVE

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

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

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

_____
SIGNATURE OF SELLER's 1 SPOUSE

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

_____
SIGNATURE OF SELLER's 2 SPOUSE

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

_____
SIGNATURE OF SELLER's 3 SPOUSE

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

_____
SIGNATURE OF SELLER's 4 SPOUSE

(V22 06/2026)

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ORGANISME D'AUTORÉGLEMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

MANDATORY FORM

PROMISE TO PURCHASE – MOBILE HOME SITUATED ON LEASED LAND

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 BUSINESS 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 BUSINESS 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 BUSINESS 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 BUSINESS CORPORATION)

(hereinafter called "the SELLER")

(V24 06/2026)

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2. OBJECT OF THE PROMISE TO PURCHASE

2.1 The BUYER hereby promises to purchase the hereinafter described mobile home placed on a chassis, with or without a permanent foundation, 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 MOBILE HOME

3.1 The mobile home is described as follows:

Brand: _____ Serial number: _____

Year: _____ Dimensions (no attachment): _____

Area: _____

(hereinafter referred to as "MOBILE HOME").

It is located on a leased land owned by _____ and described as follows:

_____
LOCATION NUMBER STREET CITY PROVINCE POSTAL CODE

_____
CADASTRAL DESCRIPTION

_____ ☐ m ☐ ft _____ ☐ m^2 ☐ ft^2
DIMENSIONS AREA

(hereinafter referred to as "LAND").

4. PRICE AND DEPOSIT

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

4.2 DEPOSIT – If the BUYER chooses to pay 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 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.

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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 an immovable hypothec or a movable hypothec without delivery at the creditor's request; this loan bearing interest at the current rate, which shall not exceed _____ % per annum (calculated semi-annually and not in advance), shall be calculated according to a maximum amortization plan of _____ years, the balance becoming due in a minimum of _____ years.

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

☐ he is bound by an exclusive mortgage brokerage contract

OR

☐ he is not bound by an exclusive mortgage brokerage contract.

6.2 UNDERTAKING – The BUYER undertakes to supply to the SELLER, within _____ days following acceptance of this promise to purchase, a copy of the undertaking by a hypothecary lender to grant the BUYER a loan in the amount set out in clause 6.1 or higher. Receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions set out in clause 6.1.

6.3 ABSENCE OF UNDERTAKING – In the absence of proof of such an undertaking, the SELLER may, within a period of five (5) days following the expiry of the period set out in clause 6.2 or following receipt of a notice of refusal, notify the BUYER, in writing:

a) that he is requiring the BUYER to file immediately, at his expense, with a hypothecary lender designated by the SELLER, a new application for an hypothecary loan conforming to the conditions set out in clause 6.1. Should the BUYER not succeed in obtaining, within the time period specified in the SELLER's notice, a written undertaking from that hypothecary lender to grant the BUYER the loan applied for, this promise to purchase shall become null and void. However, the receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions of this section;

OR

b) that he renders this promise to purchase null and void. This notice shall take effect upon its receipt by the BUYER.

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

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7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

7.1 Subject to clause 8.1 and unless stipulated otherwise in clause 12.1, and to the declarations by the SELLER, the BUYER has visited the MOBILE HOME, 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, if applicable, and of the copies required for all the parties shall be at the BUYER's expense.

7.4 Transfer duties owed 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 MOBILE HOME 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 MOBILE HOME IS TO BE SUBSTANTIALLY RENOVATED.

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

OR

☐ **By initialing this box,** the BUYER acknowledges having been informed of his right to have the MOBILE HOME 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 LAND lease, the by-laws of the mobile home park and 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.

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10. DECLARATIONS AND OBLIGATIONS OF THE SELLER

The form Declarations by the Seller of the Immovable may be used to supplement this form.

10.1 The SELLER declares that:

1. he is the sole owner of the MOBILE HOME and the sole lessee of the LAND 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 Suppl.)) 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 MOBILE HOME is not the subject of an agreement to sell or exchange it;
4. the MOBILE HOME is not the subject of an agreement to lease it and the LAND is not the subject of an agreement to sublease it under conditions that would result in preventing the sale from taking place;
5. the MOBILE HOME is not the subject of a pre-emptive right in favour of a third party;
6. the MOBILE HOME is sold with legal warranty of ownership and quality unless otherwise stipulated in clause 12.1.

10.2 DELIVERY OF THE MOBILE HOME – The SELLER promises to sell the MOBILE HOME to the BUYER and, unless stipulated otherwise in clause 12.1, undertakes to deliver the MOBILE HOME 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 MOBILE HOME shall be sold free of any real rights or other charges. The SELLER shall be warrantor towards the BUYER for any violation of the restrictions of public law affecting the MOBILE HOME and that are exceptions to the ordinary law of ownership.

The SELLER shall supply to the BUYER a true copy of his act of acquisition and any other title he has in his possession. The SELLER shall also supply to the BUYER, upon request, any documents in his possession concerning the MOBILE HOME. 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 MOBILE HOME 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 MOBILE HOME 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 to 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 the MOBILE HOME constitutes the SELLER's family residence and the leased LAND is the site on which the home is established, or if required by his marital 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 deed of sale, and, if applicable, a copy of a judgment authorizing him to assign his lease or to terminate it without the consent and concurrence of the married or civil union spouse. Failing that, the BUYER may, by giving written notice to the SELLER to this effect, render this promise to purchase null and void.

10.7 NOTICE TO THE LESSOR OF THE LAND – The SELLER undertakes to notify the lessor of the LAND, immediately after acceptance of this promise, of the sale of the MOBILE HOME, in accordance with Section 1998 of the Civil Code of Québec.

10.8 DAMAGES – In the event that, through the SELLER's fault, no deed of sale is signed for the MOBILE HOME, the SELLER acknowledges that, in addition to the damages ha 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.

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

11.1 DEED OF SALE – The BUYER and the SELLER undertake to sign, if applicable, a deed of sale before _____notary, on or before _____ (DATE) . The BUYER shall be the owner upon the signing of the deed of sale.

If applicable, 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 premises 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 MOBILE HOME before that date, he shall nevertheless remain responsible, unless otherwise stipulated in clause 12.1, for keeping the MOBILE HOME 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 MOBILE HOME shall be made:

☐ as of the date of signing of the deed of sale;

OR

☐ as of the date of occupancy.

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

11.4 AGENCY OR BROKER REMUNERATION – INSTRUCTIONS TO THE NOTARY – If applicable, 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 to cancel these claims. 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 MOBILE HOME.

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

_____

_____

_____

_____

_____

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11.7 Service and leasing contracts relating to the LAND, appliances and equipment to be assumed by the BUYER:

1. For the leasing of the LAND:

a) the rent requested for the LAND on which the MOBILE HOME is located is: _____ dollars ($_____) ☐ per week ☐ per month ☐ other: _____, for a total amount of _____ dollars ($_____) for the full term of the lease, if it is a fixed term lease.

b) Lease term of LAND:

_____

c) Inclusions provided for in the lease:

_____

_____

_____

_____

_____

d) Exclusions provided for in the lease:

_____

_____

_____

_____

_____

e) Indicate below, charges, service and leasing contracts or taxes that shall be borne by the buyer concerning the LAND:

☐ Water tax _____

☐ Snow removal contract _____

☐ Other _____

_____

_____

f) For appliances and equipment:

☐ Water heater _____ ☐ Alarm system _____

☐ Propane tank _____

☐ Other _____

_____

_____

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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

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12.1 _____

13. ANNEXES

13.1 The provisions set forth in the Declarations by the seller Annex DS- ☐ and those set forth in the Annexes identified below form an integral part of this promise to purchase, with any modification that the circumstances require:

General Annex AG- ☐ Residential immovable Annex AR- ☐ Financing Annex AF- ☐

Other(s): _____

The term "IMMOVABLE" used in these annexes shall not be interpreted as qualifying the MOBILE HOME.

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 commited until _____ (DATE), at _____ : _____ .

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'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 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 _____ : _____ .
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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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 a counter-proposal CP -** [ ].

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER 1 OR HIS REPRESENTATIVE

_____
WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

_____
SIGNATURE OF WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER 2 OR HIS REPRESENTATIVE

_____
WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

_____
SIGNATURE OF WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER 3 OR HIS REPRESENTATIVE

_____
WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

_____
SIGNATURE OF WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER 4 OR HIS REPRESENTATIVE

_____
WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

_____
SIGNATURE OF WITNESS

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

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER'S 1 SPOUSE

_____
WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

_____
SIGNATURE OF WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER'S 2 SPOUSE

_____
WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

_____
SIGNATURE OF WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER'S 3 SPOUSE

_____
WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

_____
SIGNATURE OF WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER'S 4 SPOUSE

_____
WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

_____
SIGNATURE OF WITNESS

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ACKNOWLEDGEMENT OF RECEIPT – The BUYER acknowledges having received a copy of 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
ANNEX – DIVIDED CO-OWNERSHIP

In collaboration with: Curateur public Québec

ADC1. REFERENCE TO PRINCIPAL FORM

In the case of a divided co-ownership, the following clauses supplement or replace, as indicated herein, those set forth in the PPC form- _____ and form an integral part thereof.

ADC2. SUMMARY DESCRIPTION OF THE IMMOVABLE

The clause 3.1 of the form identified in section ADC1 is replaced by the following:

3.1 The immovable held in divided co-ownership is designated as follows:

_____
NUMBER STREET APT. CITY PROVINCE POSTAL CODE

_____
CADASTRAL DESCRIPTION OF PRIVATE PORTIONS OF PARKING SPACE OF STORAGE SPACE

_____ ☐ m ☐ ft _____ ☐ m² ☐ ft²
APPROXIMATE DIMENSIONS OF PRIVATE PORTIONS APPROXIMATE AREA OF PRIVATE PORTIONS

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
☐ other: _____ ☐ indoor ☐ outdoor

_____ storage space(s), number(s) _____ ☐ private portion ☐ common portion for restricted use
☐ other: _____ ☐ indoor ☐ outdoor

☐ **By initialing this box,** the BUYER acknowledges that the area and dimensions specified herein are approximate but can be checked against a certificate of location prepared at his own expense.

(hereinafter called "the IMMOVABLE")

ADC3. 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 BUILDING IS TO BE REPLACED OR SUBSTANTIALLY RENOVATED.

The clause 8.1 of the form identified in section ADC1 is replaced by the following:

8.1 ☐ This promise to purchase is conditional upon the BUYER being permitted to have the IMMOVABLE, including 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 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.

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☐ **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 form identified in section ADC1 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 form identified in section ADC1 of the risks of waiving an inspection.

ADC4. OTHER DECLARATIONS BY THE SELLER

In addition to the declarations made in section 9 of the form identified in section ADC1, the SELLER shall add, to the best of his knowledge:

a) ☐ not to have received **OR** ☐ to have received a notice of special assessment from the syndicate of co-owners.

b) ☐ 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.

c) Unless otherwise stipulated in clause 11.6 of the form identified in section ADC1 or in any other annex, that the information contained in the form "Request for information to the syndicate of co-owners", attached to the form identified in section ADC1, has not changed since the form was obtained.

ADC5. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER

The clause 10.3 of the form identified in section ADC1 is supplemented by the following:

ADJUSTMENTS RELATING TO THE CONTINGENCY FUND OR OTHER CO-OWNERSHIP FUND AND SYNDICATE'S CLAIM – 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.

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.

ADC6. INITIALS (ALL COPIES MUST BE INITIALLED)

BUYER 1	BUYER 2	BUYER 3	BUYER 4	WITNESS
SELLER 1	SELLER 2	SELLER 3	SELLER 4	AUTHORIZED PERSON (SECTION 34 PCA)

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MANDATORY FORM
ANNEX – UNDIVIDED CO-OWNERSHIP

En collaboration avec le : Curateur public Québec

AUC1. REFERENCE TO PRINCIPAL FORM

In the case of an undivided co-ownership, the following clauses supplement or replace, as indicated herein, those set forth in the PPC form - _____ and form an integral part thereof.

AUC2. SUMMARY DESCRIPTION OF THE IMMOVABLE

The clause 3.1 of the form identified in section AUC1 is replaced by the following:

3.1 A _____% share of the immovable held in undivided co-ownership is designated as follows:

NUMBER STREET APT. 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
APPROXIMATE DIMENSIONS OF IMMOVABLE HELD IN CO-OWNERSHIP

☐ m² ☐ ft²
APPROXIMATE AREA OF IMMOVABLE HELD IN CO-OWNERSHIP

☐ m² ☐ ft²
AREA OF SHARE ☐ GROSS ☐ NET AS PER CERTIFICATE OF LOCATION

☐ **By initialing this box,** the BUYER acknowledges that the area and dimensions specified herein are approximate but can be checked against a certificate of location prepared at his own expense.

(hereinafter called "the IMMOVABLE")

AUC3. 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 BUILDING IS TO BE REPLACED OR SUBSTANTIALLY RENOVATED.

The clause 8.1 of the form identified in section AUC1 is replaced by the following:

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 other 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.

OR

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☐ **By initialing this box,** the BUYER acknowledges having been informed of his right to have the IMMOVABLE held in 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 form identified in section AUC1 of the risks of waiving an inspection.

AUC4. OTHER DECLARATIONS BY THE SELLER

In addition to the declarations made in section 9 of the form identified in section AUC1, the SELLER shall add, to the best of his knowledge that:

☐ 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 co-ownership a written waiver of their pre-emptive or redemption right 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-mentioned period shall cause the promise to purchase to become null and void.

☐ the undivided co-owners 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.

AUC5. DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER

The clause 10.3 of the form identified in section AUC1 is supplemented by the following:

ADJUSTMENTS RELATING TO THE CONTINGENCY FUND OR OTHER CO-OWNERSHIP FUND – 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.

AUC6. INITIALS (ALL COPIES MUST BE INITIALLED)

BUYER 1	BUYER 2	BUYER 3	BUYER 4	WITNESS
SELLER 1	SELLER 2	SELLER 3	SELLER 4	AUTHORIZED PERSON (SECTION 34 PCA)

(V3 06/2026)

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ORGANISME D'AUTORÉGLEMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

MANDATORY FORM

ENHANCEMENTS PRIOR TO ACCEPTANCE – PUBLIC CURATOR

In collaboration with: Curateur public Québec

NOTE – This form must be used to enhance the mandatory promise to purchase form concerning a residential immovable whose administration or sale is entrusted to the Public Curator prior to acceptance.

E1. REFERENCE TO PRINCIPAL FORM

The parties agree to enhance the form entitled Promise to Purchase PPC - [ ] concerning the IMMOVABLE located at the following address: _____

_____

E2. ENHANCEMENT OF THE PROMISE TO PURCHASE (PRIOR TO ACCEPTANCE)

E2.1 PURCHASE PRICE – The purchase price is increased to _____ dollars ($ _____), which the BUYER undertakes to pay in its entirety upon the signing of the deed of sale.

Where necessary, the conditions relating to the method of payment and the new hypothecary loan shall be adjusted accordingly.

E2.2 OTHERS _____

(V2 05/2026)

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E3. OTHER CONDITIONS

E3.1 All other conditions set out in the form referenced in E1 shall remain unchanged.

E3.2 Previous enhancements. Any previous enhancement made by the BUYER is null and void.

E4. SIGNATURES

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 form and having received a duplicate thereof.

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF BUYER 1

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF BUYER 2

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF BUYER 3

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF BUYER 4

_____
WITNESS

SELLER'S REPLY – The SELLER acknowledges having received, read, and understood all the enhancements indicated in this form. Should the promise to purchase be accepted, he will be bound by the terms of this form.

CONSENT – I, the undersigned, _____

_____ in my capacity as

_____ in

_____

consent in accordance with section 34 of the *Public Curator Act* to the alienation of the IMMOVABLE described in clause E1 for consideration and according to the conditions set forth in the promise to purchase identified in clause E1 adjusted, where applicable, as provided herein.

☐ I undertake to intervene in the notarial deed of sale for all legal purposes;

OR

☐ I consent to having a statement included in the deed of sale to the effect that I have signed this *Enhancements* form.

_____
AUTHORIZED PERSON ACCORDING TO SECTION 34 OF THE *PUBLIC CURATOR ACT*

Signed in _____,

on _____, at _____ : _____.

_____
SIGNATURE

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER 2

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER 3

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER 4

_____
WITNESS

(V2 05/2026)

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INTERVENTION OF THE MARRIED OR CIVIL UNION SPOUSE OF THE SELLER – The undersigned declares to be the spouse of the SELLER, to have received, read, and understood any enhancement indicated in this form.

Should the promise to purchase be accepted, the undersigned agrees to concur in any such enhancements and to undertake to intervene in the notarial deed of sale for all legal purposes.

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER's 2 SPOUSE

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER's 3 SPOUSE

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER's 4 SPOUSE

_____
WITNESS

(V2 05/2026)

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MANDATORY FORM

PROMISE TO PURCHASE – PUBLIC CURATOR

In collaboration with: Curateur public Québec

NOTE – This form must be used for the purchase of a residential immovable whose administration or sale is entrusted to a Public Curator.

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")

The PUBLIC CURATOR in his capacity as

in

FIRST NAME AND LAST NAME OF THE PERSON REPRESENTED

Having mandated, by delegation, for the purposes of selling the immovable:

FIRST NAME AND LAST NAME OF THE PUBLIC CURATOR'S REPRESENTATIVE MANDATED TO PROCEED WITH THE SALE

500, Sherbrooke Ouest, bureau 1832
Montréal (Québec) H3A 0J2

TELEPHONE NUMBER AND EMAIL

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

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

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

(hereinafter called "the SELLER")

(V4 06/2026)

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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 is held in divided co-ownership and described in clause ADC2 of Annex ADC - _____

☐ The immovable is held in undivided co-ownership and described in clause AUC2 of Annex AUC - _____

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

_____
NUMBER STREET CITY PROVINCE POSTAL CODE

_____
CADASTRAL DESCRIPTION

_____ ☐ m ☐ ft _____ ☐ m^2 ☐ ft^2
DIMENSIONS AREA

☐ **By initialing this box,** the BUYER acknowledges that the area and dimensions specified herein are approximate but can be checked against a certificate of location prepared at his own expense.

(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 ☐ **By affixing his initials,** the BUYER acknowledges that the IMMOVABLE may be subject to the Goods and Services Tax and the Québec Sales Tax and shall make his own verifications, at his own expense.

4.3 **DEPOSIT** – As required by the SELLER, the BUYER shall remit with this promise to purchase to the ex officio Public Curator, as a deposit on the sale price to be paid, a sum of _____ dollars ($_____) representing five per cent (5%) of the price offered in clause 4.1 by a certified cheque or money order payable to the order of the "ex officio Public Curator _____."
(FIRST NAME AND LAST NAME OF THE PERSON REPRESENTED)

The receipt of this deposit by the ex officio Public Curator does not constitute an acceptance of the promise to purchase.

In the event the signing of the deed of sale does not take place on date specified by the parties because the BUYER voluntarily blocks the sale or otherwise voluntarily prevents its conclusion, the sum shall be remitted to the SELLER as liquidated damages.

In other cases, should the promise to purchase become null and void, the SELLER shall immediately refund the deposit to the depositor, without interest or indemnity. The SELLER shall require that the request for a refund be made in writing.

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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: $ _____

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 stipulated 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 paragraphs (a) or (b) above within the time period stipulated, this promise to purchase shall become null and void.

7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

7.1 Subject to clause 8.1 and unless stipulated otherwise in clause 11.6, the BUYER has visited the IMMOVABLE, on _____ (DATE), and declares that he is satisfied therewith.

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.

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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 BUILDING IS TO BE REPLACED OR SUBSTANTIALLY RENOVATED.

8.1 ☐ The IMMOVABLE is held in divided co-ownership. The inspection terms are set out in clause ADC3 of Annex ADC - _____.

OR

☐ The IMMOVABLE is held in undivided co-ownership. The inspection terms are set out in clause AUC3 of Annex AUC- _____.

OR

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

☐ **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 not having an inspection conducted.

9. DECLARATIONS AND OBLIGATIONS OF THE SELLER

The only declarations of the SELLER, without giving any guarantee, are those relating to existing hypothecs and charges, to the registration and cancellation of the notice disclosing his capacity as an administrator and to the place of residence of the person he represents within the meaning of the *Income Tax Act* (RSC 1985, c. 1 (5e Supp.)) and the *Taxation Act* (CQLR, Chapter I-3).

9.1 DELIVERY OF THE IMMOVABLE – The SELLER promises to sell the IMMOVABLE to the BUYER and, unless stipulated otherwise in clause 11.6, subject to the following, undertakes to deliver the IMMOVABLE in the condition in which it was when the BUYER visited it.

In the event of a disaster or substantial damage to the IMMOVABLE, the SELLER undertakes to notify the BUYER in writing. The BUYER may, within a period of thirty (30) days following receipt of a written notice from the SELLER, notify the SELLER in writing that he wishes to make his promise to purchase null and void or amend it.

Should the BUYER fail to notify the SELLER within the time period and in the manner specified above, this promise to purchase will continue under the same terms and conditions.

9.2 OWNERSHIP DOCUMENTS – The SELLER shall supply the BUYER with the ownership titles and documents in his possession relating to the condition of the IMMOVABLE, such as its structure, foundation, roof or attesting that work was carried out to preserve the immovable, excluding maintenance work.

Unless they are already in his possession, no certificate of location, search certificate or technical description will be provided to the BUYER. The SELLER shall not guarantee the measurements or the location of the IMMOVABLE.

9.3 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 11.6. The costs relating to repayment include any penalty that may be applicable in case of early repayment.

9.4 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 or the compliance of the IMMOVABLE with the laws and regulations in force, 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.

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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, that he is purchasing with the alleged defects or irregularities.

Should the BUYER fail to notify the SELLER within the above time period, the 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.

9.5 INTERVENTION OF SPOUSE – The declaration of civil status of the person represented by the Public Curator is made to the best of his knowledge.

If a portion of the IMMOVABLE is used as a family residence by the SELLER, or if required by his marital 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.

9.6 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 that 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. No damages will be payable if the Public Curator loses jurisdiction before the sale or if a judicial authorization is not granted by the court.

9.7 OTHER DECLARATIONS BY THE SELLER

☐ The IMMOVABLE is held in divided co-ownership. The declarations set out in this promise to purchase are supplemented in clause ADC4 of annex ADC- _____.

☐ The IMMOVABLE is held in undivided co-ownership. The declarations set out in this promise to purchase are supplemented in clause AUC4 of annex AUC- _____.

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

10.1 DEED OF SALE – The BUYER and the SELLER undertake to sign a deed of sale, where applicable, before _____ _____, notary, on or before _____. The BUYER shall be the owner upon the signing of the deed of sale.

The BUYER and the SELLER hereby authorize the broker 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.

10.2 OCCUPANCY OF PREMISES – The SELLER undertakes to render the immovable available for occupancy by the BUYER upon the signing of the deed of sale, on _____ at _____ : _____ .

10.3 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.

☐ The IMMOVABLE is held in divided co-ownership. This clause is supplemented in clause ADC5 of annex ADC- _____.

☐ The IMMOVABLE is held in undivided co-ownership. This clause is supplemented in clause AUC5 of annex AUC- _____ .

10.4 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.

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

which are sold without legal warranty of quality, at the BUYER's own risk.

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

10.7 Service and leasing contracts on appliances and equipment to be assumed by the BUYER, to the best of the SELLER's knowledge:

☐ Water heater ☐ Alarm system

☐ Propane tank

☐ Other

10.8 Items and services covered by a maintenance contract or an instalment sales contract, trial sales contract, sales contract with right of redemption, sales 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.), to the best of the SELLER's knowledge:

11. OTHER DECLARATIONS AND CONDITIONS

11.1 This sale is made without any legal warranty, at the BUYER's own risk.

11.2 Where applicable, the BUYER undertakes to respect the existing leases. The SELLER undertakes to subrogate the BUYER in all his rights over these leases.

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11.3 Any promise to purchase conditional upon the sale of the BUYER's immovable will be deemed null and void.

11.4 Any other person who consents to the sale under section 34 of the *Public Curator Act* (CLRQ, Chapter C-81) undertakes to intervene in the notarial deed of sale or authorizes a statement to be included in the deed of sale to the effect that he has signed this promise to purchase.

11.5 Where applicable, this promise to purchase is conditional upon obtaining a judicial authorization or the consent of a person referred to in the first paragraph of section 34 of the *Public Curator Act*.

11.6 _____

12. ANNEXES

12.1 The provisions 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- ☐

Divided co-ownership Annex ADC- ☐ Undivided co-ownership Annex AUC- ☐

Other(s): _____

13. CONDITIONS OF ACCEPTANCE

13.1 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.**

14. INTERPRETATION

14.1 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.

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

(V4 06/2026)

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15. 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 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

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF BUYER 2

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF BUYER 3

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF BUYER 4

_____
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 EACP -** _____ **OR**
"ACCEPTS OR REFUSES"

☐ **submits a counter-proposal CPCP -** _____.

CONSENT – I, the undersigned, _____

_____ in my capacity as

_____ in

_____

consent in accordance with section 34 of the *Public Curator Act* to the alienation of the IMMOVABLE described in section 3 for consideration and according to the conditions set forth in this promise to purchase.

☐ I undertake to intervene in the notarial deed of sale for all legal purposes;

OR

☐ I consent to having a statement included in the deed of sale to the effect that I have signed this promise to purchase.

_____
AUTHORIZED PERSON ACCORDING TO SECTION 34 OF THE *PUBLIC CURATOR ACT*

Signed in _____,

on _____, at _____ : _____.

_____
SIGNATURE

Signed in _____,

on _____, at _____ : _____.
DATE

_____
SIGNATURE OF SELLER 2

_____
WITNESS

Signed in _____,

on _____, at _____ : _____.
DATE

_____
SIGNATURE OF SELLER 3

_____
WITNESS

Signed in _____,

on _____, at _____ : _____.
DATE

_____
SIGNATURE OF SELLER 4

_____
WITNESS

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

Signed in _____,

on _____, at _____ : _____.
DATE

_____
SIGNATURE OF SELLER's 2 SPOUSE

_____
WITNESS

Signed in _____,

on _____, at _____ : _____.
DATE

_____
SIGNATURE OF SELLER's 3 SPOUSE

_____
WITNESS

Signed in _____,

on _____, at _____ : _____.
DATE

_____
SIGNATURE OF SELLER's 4 SPOUSE

_____
WITNESS

(V4 06/2026)

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

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF BUYER 1

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF BUYER 2

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF BUYER 3

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF BUYER 4

_____
WITNESS

(V4 06/2026)

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OACIQ
ORGANISME D'AUTORÉGLEMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

MANDATORY FORM

COUNTER-PROPOSAL TO A PROMISE TO PURCHASE – PUBLIC CURATOR

In collaboration with: Curateur public Québec

NOTE – This form must be used to reply to a promise to purchase concerning a residential immovable whose administration or sale is entrusted to the Public Curator or to a counter-proposal to such a promise.

P1. IDENTIFICATION OF THE PARTIES

COUNTER-PROPOSER 1

COUNTER-PROPOSER 2

COUNTER-PROPOSER 3

COUNTER-PROPOSER 4

☐ SELLER ☐ BUYER

(hereinafter called "the COUNTER-PROPOSER")

RESPONDENT 1

RESPONDENT 2

RESPONDENT 3

RESPONDENT 4

☐ SELLER ☐ BUYER

(hereinafter called "the RESPONDENT")

P2. AMENDMENTS

P2.1 The COUNTER-PROPOSER hereby promises ☐ to sell **OR** ☐ to purchase the immovable located at the following address:

_____

(hereinafter called "the IMMOVABLE"), according to the conditions set out in the form entitled: Promise to Purchase PPC - _____
(hereinafter called "the PROMISE"), with the following amendments.

P2.2 PREVIOUS COUNTER-PROPOSALS – Any previous counter-proposal made by either party shall be null and void.

P2.3 AMENDMENTS

P2.3.1 PRICE – The purchase price indicated in clause _____ is amended and shall be _____ dollars ($ _____) which the BUYER undertakes to pay in its entirety upon the signing of the deed of sale.

Where necessary, the conditions relating to the method of payment and the new hypothecary loan shall be adjusted accordingly.

P2.3.2 DEED OF SALE – The deed of sale shall be signed on or before _____ (DATE).

P2.3.3 OCCUPANCY – The premises shall be available for occupancy as of _____ (DATE) at _____ : _____ .

P2.3.4 OTHER AMENDMENTS

_____

_____

_____

_____

_____

_____

(V2. 12/2026)

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P 2.3.4 OTHER AMENDMENTS (CONT'D)

_____

_____

_____

_____

_____

_____

_____

_____

P2.4 ☐ **COUNTER-PROPOSAL TO A SECOND PROMISE TO PURCHASE** – This counter-proposal is conditional upon the cancellation of a first promise to purchase previously accepted by the SELLER. Should this first promise to purchase be cancelled, the SELLER shall notify the BUYER in writing by _____ (DATE) at _____ : _____ . All time periods contained in the PROMISE shall begin from the time of receipt of the SELLER's written notification. Should the SELLER fail to notify the BUYER within the time period and in the manner specified above, this counter-proposal shall become null and void.

(The above condition forms an integral part of this counter-proposal only if checked.)

P2.5 The conditions contained in Annex _____ form an integral part of this counter-proposal.

P2.6 OTHER CONDITIONS – All other conditions of the PROMISE shall remain unchanged.

P2.7 CONDITIONS OF ACCEPTANCE – The COUNTER-PROPOSER and the RESPONDENT declare that their consent is not the result of any representation or condition that is not contained in this counter-proposal. The COUNTER-PROPOSER is irrevocably bound until _____ : _____ , on _____ (DATE) . If the RESPONDENT accepts this counter-proposal within this period, it shall constitute a contract that is legally binding on the COUNTER-PROPOSER and the RESPONDENT until proper and full execution. If the RESPONDENT does not accept it within this period, this counter-proposal shall become null and void. **A refusal by the RESPONDENT shall render this counter-proposal null and void. A counter-proposal by the RESPONDENT shall have the same effect as a refusal**.

P3. SIGNATURES

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.

COUNTER-PROPOSER – The COUNTER-PROPOSER acknowledges having read, understood and agreed to this counter-proposal and having received a duplicate thereof.

Signed in _____ , Signed in _____ ,

on _____ (DATE) , at _____ : _____ . on _____ (DATE) , at _____ : _____ .

_____ _____

SIGNATURE OF COUNTER-PROPOSER 1 SIGNATURE OF COUNTER-PROPOSER 2

_____ _____

WITNESS WITNESS

Signed in _____ , Signed in _____ ,

on _____ (DATE) , at _____ : _____ . on _____ (DATE) , at _____ : _____ .

_____ _____

SIGNATURE OF COUNTER-PROPOSER 3 SIGNATURE OF COUNTER-PROPOSER 4

_____ _____

WITNESS WITNESS

(V2. 06/2016)

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RESPONDENT's REPLY – The RESPONDENT acknowledges having read and understood this counter-proposal and having received a duplicate thereof.

The RESPONDENT _____ **this counter-proposal OR** ☐ **submits a counter-proposal CPCP -** [ ].
"ACCEPTS OR REFUSES"

CONSENT – I, the undersigned, _____

_____ in my capacity as

_____ in

_____

consent in accordance with section 34 of the *Public Curator Act* to the alienation of the IMMOVABLE described in clause P2.1 for consideration and according to the conditions set forth in the promise to purchase identified in clause P2.1 adjusted, where applicable, as provided herein.

☐ I undertake to intervene in the notarial deed of sale for all legal purposes;

OR

☐ I consent to having a statement included in the deed of sale to the effect that I have signed this counter-proposal.

_____
AUTHORIZED PERSON ACCORDING TO SECTION 34 OF THE *PUBLIC CURATOR ACT*

Signed in _____ ,

on _____ , at _____ : _____ .

_____
SIGNATURE

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

_____
SIGNATURE OF RESPONDENT 1

_____
WITNESS

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

_____
SIGNATURE OF RESPONDENT 2

_____
WITNESS

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

_____
SIGNATURE OF RESPONDENT 3

_____
WITNESS

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

_____
SIGNATURE OF RESPONDENT 4

_____
WITNESS

(V2. 12/2026)

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ACKNOWLEDGEMENT OF RECEIPT – The COUNTER-PROPOSER acknowledges having received a copy of the RESPONDENT's reply.

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF COUNTER-PROPOSER 1

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF COUNTER-PROPOSER 2

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF COUNTER-PROPOSER 3

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF COUNTER-PROPOSER 4

_____
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 counter-proposal, and to undertake to intervene in the notarial deed of sale for all legal purposes.

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER's 2 SPOUSE

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER's 3 SPOUSE

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER's 4 SPOUSE

_____
WITNESS

(V2. 06/2016)

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ORGANISME D'AUTORÉGLEMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

MANDATORY FORM
AMENDMENTS – PUBLIC CURATOR

In collaboration with: Curateur public Québec

NOTE – This form must be used to amend the mandatory promise to purchase form concerning a residential immovable whose administration or sale is entrusted to the Public Curator.

M1. REFERENCE TO PRINCIPAL FORM

The parties agree to make the following amendments to the form entitled:

Promise to Purchase PPC - ☐

Other: _____

concerning the IMMOVABLE located at the following address: _____

_____

M2. EXTENSION OF ACCEPTANCE PERIOD

M2.1 The acceptance period indicated under clause _____ of the promise to purchase is extended until _____ : _____ ,

on _____ .
DATE

M3. EXTENSION OF TIME PERIOD (AFTER ACCEPTANCE)

M3.1 The time period indicated under clause _____ of the promise to purchase is extended until _____ : _____ ,

on _____ .
DATE

M4. OTHER AMENDMENTS

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

(V2. 05/2026)

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M5. OTHER CONDITIONS

M5.1 All other conditions set out in the form referenced in M1 shall remain unchanged.

M6. SIGNATURES

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 form and having received a duplicate thereof.

Signed in _____ ,

on _____ (DATE) , at _____ : _____ .

_____
SIGNATURE OF BUYER 1

_____
WITNESS

Signed in _____ ,

on _____ (DATE) , at _____ : _____ .

_____
SIGNATURE OF BUYER 2

_____
WITNESS

Signed in _____ ,

on _____ (DATE) , at _____ : _____ .

_____
SIGNATURE OF BUYER 3

_____
WITNESS

Signed in _____ ,

on _____ (DATE) , at _____ : _____ .

_____
SIGNATURE OF BUYER 4

_____
WITNESS

SELLER'S REPLY – The SELLER acknowledges having read, understood and agreed to this form and having received a duplicate thereof.

CONSENT – I, the undersigned, _____

_____ in my capacity as

_____ in

_____

consent in accordance with section 34 of the *Public Curator Act* to the alienation of the IMMOVABLE described in clause M1 for consideration and according to the conditions set forth in the promise to purchase identified in clause M1 adjusted, where applicable, as provided herein.

☐ I undertake to intervene in the notarial deed of sale for all legal purposes;

OR

☐ I consent to having a statement included in the deed of sale to the effect that I have signed this *Amendments* form.

_____
AUTHORIZED PERSON ACCORDING TO SECTION 34 OF THE *PUBLIC CURATOR ACT*

Signed in _____ ,

on _____ , at _____ : _____ .

_____
SIGNATURE

Signed in _____ ,

on _____ (DATE) , at _____ : _____ .

_____
SIGNATURE OF SELLER 2

_____
WITNESS

Signed in _____ ,

on _____ (DATE) , at _____ : _____ .

_____
SIGNATURE OF SELLER 3

_____
WITNESS

Signed in _____ ,

on _____ (DATE) , at _____ : _____ .

_____
SIGNATURE OF SELLER 4

_____
WITNESS

(V2. 05/2026)

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

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER's 2 SPOUSE

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER's 3 SPOUSE

_____
WITNESS

Signed in _____,

on _____ (DATE), at _____ : _____.

_____
SIGNATURE OF SELLER's 4 SPOUSE

_____
WITNESS

(V2 05/2026)

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M.O., 2026

Order of the Minister of Domestic Security dated 27 July 2026

Police Act
(chapter P-13.1)

Sharing, by agreement, of policing services relating to the enforcement of the Act respecting off-highway vehicles and to off-road vehicle and snowmobile trail patrol, recreational boating safety and prevention programs

THE MINISTER OF DOMESTIC SECURITY,

CONSIDERING the second paragraph of section 70 of the Police Act (chapter P-13.1), which provides that a municipal police force must provide, in the territory under its jurisdiction, services at a level corresponding to the population to be served;

CONSIDERING the sixth and eighth paragraphs of section 70 of the Act, which provide in particular that the municipalities may enter into agreements with each other, or enter into agreements with the Minister of Domestic Security to be applicable to the Sûreté du Québec, regarding the sharing of policing services determined by the Minister of Domestic Security;

CONSIDERING the Regulation respecting the police services that municipal police forces and the Sûreté du Québec must provide according to their level of jurisdiction (chapter P-13.1, r. 6), which prescribes the police services to be provided for each level;

CONSIDERING subparagraph 3 of the sixth paragraph of section 70 of the Act, which provides that the policing services that may be shared pursuant to an agreement are determined by the Minister;

CONSIDERING the services relating to the enforcement of the Act respecting off-highway vehicles and to off-road vehicle and snowmobile trail patrol, recreational boating safety and prevention programs, which are policing services;

CONSIDERING that it is expedient to allow the sharing of those services by agreement;

ORDERS AS FOLLOWS:

The policing services relating to the enforcement of the Act respecting off-highway vehicles and to off-road vehicle and snowmobile trail patrol, recreational boating safety and prevention programs may be shared by agreement.

Québec, 27 July 2026

IAN LAFRENIÈRE
Minister of Domestic Security

108359

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Draft Regulation

Act respecting the preservation of agricultural land and agricultural activities
(chapter P-41.1)

Presentation and processing of various applications —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 Rules respecting the presentation and processing of various applications, appearing below, may be made by the Commission de protection du territoire agricole du Québec on the expiry of 45 days following this publication.

The draft Regulation amends the terms applicable to declarations made under section 32.1 of the Act respecting the preservation of agricultural land and agricultural activities (chapter P-41.1) in order to simplify the requirements for declarants by no longer requesting that declarations be accompanied by a copy of the deed or proposed deed of alienation.

Further information on the draft Regulation may be obtained by contacting the information service of the Commission de protection du territoire agricole du Québec, 200, chemin Sainte-Foy, 2e étage, Québec (Québec) G1R 4X6; email: info@cptaq.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to Jean Nobert, president, Commission de protection du territoire agricole du Québec, 200, chemin Sainte-Foy, 2e étage, Québec (Québec) G1R 4X6; email: info@cptaq.gouv.qc.ca.

JEAN NOBERT
President, Commission de protection du territoire agricole du Québec

Regulation to amend the Rules respecting the presentation and processing of various applications

Act respecting the preservation of agricultural land and agricultural activities
(chapter P-41.1, s. 19.1, par. 2).

1. The Rules respecting the presentation and processing of various applications (chapter P-41.1, r. 0.1) are amended in section 6 by striking out "a copy of the deed or proposed deed of alienation, and" in paragraph 1.

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

108354

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