

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

Real Estate Brokerage Act
(chapter C-73.2)

The following forms:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSIDERING that it is expedient to approve the new forms;

THEREFORE, the Minister of Finance approves the following forms:

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

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

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

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

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

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

Québec, 30 May 2022

ERIC GIRARD
Minister of Finance



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

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

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

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

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

MANDATORY INFORMATION ON THE NON-EXCLUSIVE BROKERAGE CONTRACT – SALE

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

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

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

1. IDENTIFICATION OF THE PARTIES

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

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

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

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

SELLER 1 or his REPRESENTATIVE _____ DATE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE _____ EXPIRATION _____

Date of birth:

YEAR	MONTH	DAY					

Profession or principal activity: _____

SELLER 3 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE _____ EXPIRATION _____

SELLER 2 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE _____ EXPIRATION _____

Date of birth:

YEAR	MONTH	DAY					

Profession or principal activity: _____

SELLER 4 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE _____ EXPIRATION _____

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Date of birth:

YEAR			MONTH			DAY			

Profession or principal activity: _____
_____**1.2** If the SELLER is represented, indicate:Nature of relationship between SELLER 1 and his representative:

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

For SELLER 1, indicate:

Date of birth:

YEAR			MONTH			DAY			

Profession or principal activity: _____
_____Nature of relationship between SELLER 3 and his representative:

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

For SELLER 3, indicate:

Date of birth:

YEAR			MONTH			DAY			

Profession or principal activity: _____
_____Date of birth:

YEAR			MONTH			DAY			

Profession or principal activity: _____
_____Nature of relationship between SELLER 2 and his representative:

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

For SELLER 2, indicate:

Date of birth:

YEAR			MONTH			DAY			

Profession or principal activity: _____
_____Nature of relationship between SELLER 4 and his representative:

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

For SELLER 4, indicate:

Date of birth:

YEAR			MONTH			DAY			

Profession or principal activity: _____
_____**2. OBJECT AND TERM OF CONTRACT**

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

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

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

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

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

3. SUMMARY DESCRIPTION OF THE IMMOVABLE

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

NUMBER STREET CITY PROVINCE POSTAL CODE

CADASTRAL DESCRIPTION

DIMENSIONS m ft AREA m² ft²

(hereinafter called "the IMMOVABLE")



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

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

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

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

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

4.3 Existing loans: _____

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

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

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

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

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

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

Water heater _____ Alarm system _____
 Propane tank _____

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Other _____

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

5. SIGNING OF THE DEED OF SALE AND OCCUPANCY

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

5.2 Date or time frame for occupancy: _____

6. INFORMATION LISTING SERVICES

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

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

OR

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

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

7. REMUNERATION

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

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

OR

a lump sum of: _____ dollars

(\$ _____) plus applicable taxes;

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

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

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

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

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

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

OR

a sum of: _____ dollars

(\$ _____) plus applicable taxes.

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

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

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

OR

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

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

OR

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

8. DECLARATIONS AND OBLIGATIONS OF THE SELLER

8.1 The SELLER declares that:

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

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

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

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



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

9. OBLIGATIONS OF THE AGENCY OR THE BROKER

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



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

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

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

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

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

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

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

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

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

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

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

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

11. OTHER DECLARATIONS AND CONDITIONS

11.1 _____

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15. SIGNATURES**PRIVACY PROTECTION**

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

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

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

ORGANISME D'AUTORÉGLÉMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

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

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

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

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

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

Signed in _____,

Signed in _____,

on _____, at _____; _____.
DATE

on _____, at _____; _____.
DATE

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF SELLER 1 OR HIS REPRESENTATIVE

Signed in _____,

Signed in _____,

on _____, at _____; _____.
DATE

on _____, at _____; _____.
DATE

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF SELLER 2 OR HIS REPRESENTATIVE

Signed in _____,

on _____, at _____; _____.
DATE

SIGNATURE OF SELLER 3 OR HIS REPRESENTATIVE

Signed in _____,

on _____, at _____; _____.
DATE

SIGNATURE OF SELLER 4 OR HIS REPRESENTATIVE



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(v22 06/2022)

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

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

SIGNATURE OF SELLER'S 1 SPOUSE

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

SIGNATURE OF SELLER'S 2 SPOUSE

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

SIGNATURE OF SELLER'S 3 SPOUSE

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

SIGNATURE OF SELLER'S 4 SPOUSE

(v22_06/2022)





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

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

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

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

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

MANDATORY INFORMATION ON THE EXCLUSIVE BROKERAGE CONTRACT – SALE

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

SELLER 1

SELLER 2

SELLER 3

SELLER 4

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

1. IDENTIFICATION OF THE PARTIES

IDENTIFICATION OF THE AGENCY OR BROKER	
NAME OF AGENCY OR BROKER <input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account _____ _____ _____ _____ _____ ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL _____ REPRESENTED BY Licence number: <input style="width: 50px;" type="text"/>	NAME OF AGENCY OR BROKER <input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account _____ _____ _____ _____ _____ ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL _____ REPRESENTED BY Licence number: <input style="width: 50px;" type="text"/>



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

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

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

DATE

SELLER 1 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE EXPIRATION

Date of birth:

YEAR	MONTH	DAY			

Profession or principal activity: _____

SELLER 2 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE EXPIRATION

Date of birth:

YEAR	MONTH	DAY			

Profession or principal activity: _____

SELLER 3 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE EXPIRATION

SELLER 4 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE EXPIRATION

Date of birth:

YEAR			MONTH			DAY			

Date of birth:

YEAR			MONTH			DAY			

Profession or principal activity: _____

Profession or principal activity: _____

1.2 If the SELLER is represented, indicate:

Nature of relationship between SELLER 1 and his representative:

Nature of relationship between SELLER 2 and his representative:

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

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

For SELLER 1, indicate:

For SELLER 2, indicate:

Date of birth:

YEAR			MONTH			DAY			

Date of birth:

YEAR			MONTH			DAY			

Profession or principal activity: _____

Profession or principal activity: _____

Nature of relationship between SELLER 3 and his representative:

Nature of relationship between SELLER 4 and his representative:

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

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

For SELLER 3, indicate:

For SELLER 4, indicate:

Date of birth:

YEAR			MONTH			DAY			

Date of birth:

YEAR			MONTH			DAY			

Profession or principal activity: _____

Profession or principal activity: _____

2. OBJECT AND TERM OF CONTRACT

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

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

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

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

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

3. SUMMARY DESCRIPTION OF THE IMMOVABLE

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

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

CADASTRAL DESCRIPTION

DIMENSIONS

 m ft

AREA

 m² ft²

(hereinafter called "the IMMOVABLE")

3/11

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

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

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

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

4.3 Existing loans: _____

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

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

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

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

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

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

Water heater _____ Alarm system _____
 Propane tank _____



Other _____

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

5. SIGNING OF THE DEED OF SALE AND OCCUPANCY

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

5.2 Date or time frame for occupancy: _____

6. INFORMATION LISTING SERVICES

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

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

OR

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

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

7. REMUNERATION

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

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

OR

a lump sum of: _____ dollars

(\$ _____) plus applicable taxes;

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

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

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

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

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

OR

a sum of: _____ dollars

(\$ _____) plus applicable taxes.

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

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

OR

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

OR

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

8. DECLARATIONS AND OBLIGATIONS OF THE SELLER

8.1 The SELLER declares that:

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

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

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

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

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

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

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

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



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

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

9. OBLIGATIONS OF THE AGENCY OR THE BROKER

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

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

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

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

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

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

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

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

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

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

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

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

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

11. OTHER DECLARATIONS AND CONDITIONS

11.1 _____

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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

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

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

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

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

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

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

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

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

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

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

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

SIGNATURE OF SELLER'S 1 SPOUSE

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

SIGNATURE OF SELLER'S 2 SPOUSE

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

SIGNATURE OF SELLER'S 3 SPOUSE

Signed in _____ ,

on _____ , at _____ : _____ .
DATE

SIGNATURE OF SELLER'S 4 SPOUSE

(v1 06/2022)



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NEBCS 00001



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

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

Brokerage contract: BC -

Promise to purchase: PP -

THE DECLARATIONS ON THIS FORM ARE IMPORTANT.

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

This form enables the seller to:

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

This form enables the buyer to:

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

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

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

D1. IDENTIFICATION OF THE IMMOVABLE

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

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

D2. GENERAL INFORMATION

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

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

not applicable don't know

D2.3 Do you live in the immovable?

yes no

If so, since when? _____

For the following questions, to your knowledge:

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

yes no

If so, do you have the warranty documents?

yes no

D2.5 Has the immovable ever been leased?

yes no

If so, indicate the leasing periods: _____

don't know



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(V17 06/2022)

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

D3. LAND (SOIL)

To your knowledge:

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

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

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

If so, what work?

- piles
- below-grade work
- other: _____

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

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

If so, what product?

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

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

If so, what work?

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

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

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

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

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

If so, indicate the source of this information: _____

D4. DAMAGE CAUSED BY WATER

To your knowledge:

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

If so, where?

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

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

If so, where did the leak come from?

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

D5. BASEMENT AND FOUNDATION

To your knowledge:

D5.1 What is the type of foundation?

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

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

If so, what problems?

- foundation crack
- rot
- other: _____

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

If so, what is it?

- fuel oil
- oil
- mercury
- other: _____

D6. UNDESIRABLE ANIMALS (VERMIN)

To your knowledge:

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

If so, answer the following sub-questions:

a) Which insects or animals?

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

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

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

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

D8. ROOF**To your knowledge:**

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

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

D9. PLUMBING AND DRAINAGE

To your knowledge:

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

D9.9 Is the immovable supplied with water by a source other than the municipal water supply? yes no

If so, answer the following sub-questions:

a) What is the source of the water supply? yes no

artesian well

tubular well

surface well

well point

spring tapping

other: _____

b) Is the water supplied by this source safe to drink? yes no

c) Do you have documents certifying the quality and quantity of water for this source? yes no

d) Have there ever been problems with the quality or quantity of water of this source? yes no

D9.10 Is the immovable serviced by the municipal sewer system? yes no

If so, is the immovable connected to the municipal sewer system? yes no

D9.11 Does the immovable have a sewage disposal system other than the municipal sewer system? yes no

If so, answer the following sub-questions:

a) What type of system does the immovable have?

septic tank with weeping field

sealed septic tank

septic tank with leaching field

other: _____

b) Do you have a plan showing the location of this system? yes no

c) How many bedrooms is the system designed for? _____

d) In what year was this system installed? _____ don't know

e) Do you have documents evidencing the features, compliance status and year of installation? yes no

f) Is the system emptied by the municipality? yes no

g) When was the system last emptied (date)? _____ don't know

h) Do you have documents evidencing that the system is always emptied and maintained? yes no

i) Have you ever received a notice of non-compliance regarding your sewage disposal system? yes no

D9.12 Have there ever been problems with the sewage disposal system? yes no

If so, which ones?

odour

overflowing

other: _____

D9.13 Is the immovable equipped with a backflow valve (to prevent sewer and rainwater backups)? don't know yes no

D10. ENERGY

To your knowledge:

D10.1 Is the immovable serviced by power utilities? yes no

If so, is the immovable connected to these power utilities? yes no

D10.2 Have there ever been electrical problems (light blinking abnormally, fuse or circuit breaker that blows or trips repeatedly, defective outlet or switch or other)? yes no



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

If so, answer the following sub-questions:

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

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

If so, which ones?

yellow or orange flame

leak

irregular supply

odour

other: _____

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

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

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

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

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

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

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

If so, which one?

wind turbine

solar panel

other: _____

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

If so, answer the following sub-questions:

a) what certification is it?

Novoclimat

Energy rating

Green house

LEED

other: _____

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

D11. TELECOMMUNICATIONS

To your knowledge:

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

If so, which ones?

Internet

telephone

cellular network

cable

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



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

- fuel oil
 electricity
 natural gas
 wood
 geothermal
 other: _____

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

If so, in what year was it installed? _____

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

If so, in what year were they installed? _____

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

If so, which ones: _____

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

If so, answer the following sub-questions:

a) What is the type of device?

- stove
 fireplace
 other: _____

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

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

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

 yes no

d) In what year was it installed? _____

 don't know

e) How often is the device used? _____

 don't know

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

 yes no

g) Does it comply with applicable regulations?

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

If so, answer the following sub-questions:

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

 don't know

b) How often is the chimney swept? _____

 don't know

- c) Do you have documents evidencing the features and year of installation of the chimney? yes no
- d) Does it comply with applicable regulations? yes no
- D12.11** Does the immovable have a geothermal system? yes no
- If so, answer the following sub-questions:
- a) In what year was the system installed? _____ don't know
- b) Have there ever been problems with the geothermal system? yes no
- c) Is the geothermal system certified by the Canadian Coalition of Geothermal Energy (CCGE)? yes (indicate the certification number: _____) no
- D12.12** Does the immovable have a heat pump (heating AND air conditioning)? yes no
- If so, answer the following sub-questions:
- a) Is it a wall-mounted or central heat pump? _____
- b) In what year was it installed? _____ don't know
- c) Do you have documents evidencing the features and year of installation of the device? yes no
- d) Do you have a maintenance contract for the heat pump? yes (indicate the date of the last maintenance: _____) no
- e) Have there ever been problems with the heat pump? yes no
- D12.13** Does the immovable have a permanent air conditioning system? yes no
- If so, answer the following sub-questions:
- a) Is it a wall-mounted or central air conditioning system? _____
- b) In what year was it installed? _____ don't know
- c) Do you have documents evidencing the features and year of installation of the device? yes no
- d) Do you have a maintenance contract for the air conditioning system? yes (indicate the date of the last maintenance: _____) no
- e) Have there ever been problems with the air conditioning system? yes no
- D12.14** Does the immovable have an air exchanger? yes no
- If so, answer the following sub-questions:
- a) In what year was it installed? _____ don't know
- b) Do you have documents evidencing the features and year of installation of the air exchanger? yes no
- c) Do you have a maintenance contract for the air exchanger? yes (indicate the date of the last maintenance: _____) no
- d) Have there ever been problems with the air exchanger? yes no

D13. INSPECTION AND OTHER EXPERT REPORTS

To your knowledge:

- D13.1** Has the immovable ever been inspected? yes no
- If so, can you provide these reports? yes no
- If not, why? _____
- D13.2** In addition to those already mentioned, have there ever been any other tests or expert evaluations done on the immovable (pyrite, pyrrhotite, radon, ochre deposits, Urea-formaldehyde foam insulation (UFFI), asbestos, air quality, water quality or flow, foundation drain or other)? yes no
- If so, can you provide documents evidencing these tests or expert reports? yes no
- If not,
- a) why? _____
- b) what was the problem revealed by the expert report, if any? _____
- _____



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D16. SIGNATURES

ORGANISME D'AUTORÉGLEMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

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

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

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

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

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

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

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

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

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

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

SIGNATURE OF SELLER 1 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

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

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

SIGNATURE OF SELLER 3 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

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

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

SIGNATURE OF SELLER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

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

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

SIGNATURE OF SELLER 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS



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

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

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

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

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

SIGNATURE OF BUYER 1 OR HIS REPRESENTATIVE

SIGNATURE OF BUYER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

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

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

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

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

SIGNATURE OF BUYER 3 OR HIS REPRESENTATIVE

SIGNATURE OF BUYER 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

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

DATE

BUYER 1 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

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

Profession or principal activity: _____

BUYER 2 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

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

Profession or principal activity: _____

BUYER 3 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

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

Profession or principal activity: _____

BUYER 4 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

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

Profession or principal activity: _____

1.2 If the BUYER is represented, indicate:

Nature of relationship between BUYER 1 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 1, indicate:

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

Profession or principal activity: _____

Nature of relationship between BUYER 3 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 3, indicate:

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

Profession or principal activity: _____

Nature of relationship between BUYER 2 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 2, indicate:

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

Profession or principal activity: _____

Nature of relationship between BUYER 4 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 4, indicate:

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

Profession or principal activity: _____



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

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BCP 00001

(v19 06/2022)

2. OBJECT AND TERM OF CONTRACT

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

DATE

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

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

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

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

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

3. ESSENTIAL FEATURES OF THE IMMOVABLE

3.1 _____

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

(hereinafter called "the IMMOVABLE")

4. ESSENTIAL FEATURES OF THE IMMOVABLE

4.1 _____

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

5. DESIRED PRICE AND TERMS OF PURCHASE

5.1 Desired purchase price: _____ dollars
 (\$ _____).

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

5.3 Desired date or time frame for occupancy: _____

3/7

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(v19 06/2022)

6. REMUNERATION

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

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

OR

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

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

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

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

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

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

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

OR

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

OR

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

7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

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

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

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

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

8. OBLIGATIONS OF THE AGENCY OR THE BROKER

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

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

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

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

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

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

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

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

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

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

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

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

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

10. OTHER DECLARATIONS AND CONDITIONS

10.1 _____

11. ANNEXES

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

12. INTERPRETATION

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

13. CONCILIATION, MEDIATION AND ARBITRATION

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

(v19 06/2022)

14. SIGNATURES

PRIVACY PROTECTION

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

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

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

ORGANISME D'AUTORÉGLÉMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

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

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

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

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

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

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

SIGNATURE OF AGENCY OR BROKER

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

SIGNATURE OF BUYER 1 OR HIS REPRESENTATIVE

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

SIGNATURE OF AGENCY OR BROKER

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

SIGNATURE OF BUYER 2 OR HIS REPRESENTATIVE

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

SIGNATURE OF BUYER 3 OR HIS REPRESENTATIVE

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

SIGNATURE OF BUYER 4 OR HIS REPRESENTATIVE

(v19 06/2022)





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

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

1. IDENTIFICATION OF THE PARTIES

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

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

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

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

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

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

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

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

(hereinafter called "the BUYER")

(hereinafter called "the SELLER")

2. OBJECT OF THE PROMISE TO PURCHASE

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

_____, broker

--	--	--	--	--

LICENCE NUMBER

carrying on activities within the following business corporation: _____

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

3. SUMMARY DESCRIPTION OF THE IMMOVABLE

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

NUMBER STREET CITY PROVINCE POSTAL CODE

CADASTRAL DESCRIPTION

DIMENSIONS m ft AREA m² ft²

(hereinafter called "the IMMOVABLE")

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

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

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

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

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

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

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

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

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

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

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

8. INSPECTION BY A PERSON CHOSEN BY THE BUYER

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

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

OR

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

9. REVIEW OF DOCUMENTS BY THE BUYER

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

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

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

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

10. DECLARATIONS AND OBLIGATIONS OF THE SELLER

10.1 The SELLER declares that:

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

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

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

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

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

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

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

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

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

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

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

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

OR

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

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

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

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

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

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

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

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

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

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

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

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

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

16. SIGNATURES

ORGANISME D'AUTORÉGLÉMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

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

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

[Empty box for initials]

Initials of BROKER identified in clause 2.1.

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

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

Signed in _____,

on _____ DATE _____, at _____ : _____.

SIGNATURE OF BUYER 1 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,

on _____ DATE _____, at _____ : _____.

SIGNATURE OF BUYER 3 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,

on _____ DATE _____, at _____ : _____.

SIGNATURE OF BUYER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,

on _____ DATE _____, at _____ : _____.

SIGNATURE OF BUYER 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS



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

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

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

SIGNATURE OF BUYER 1 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

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

SIGNATURE OF BUYER 3 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

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

SIGNATURE OF BUYER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

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

SIGNATURE OF BUYER 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS



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