
Erratum

M.O., 2023-19

**Order C-73.2-2023-19 of the Minister of Finance
dated 17 November 2023**

Real Estate Brokerage Act
(chapter C-73.2)

CONSIDERING the following forms:

Gazette officielle du Québec, Part 2, November 29,
2023, Volume 155, No. 48, page 3013.

On page 3016, at the end of the Ministerial Order, we
should have see the following forms:



MANDATORY FORM

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

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

1. IDENTIFICATION OF THE PARTIES

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

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

IDENTIFICATION OF THE BUYER	
 NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 1 AND HIS REPRESENTATIVE, IF APPLICABLE NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 3 AND HIS REPRESENTATIVE, IF APPLICABLE	 NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 2 AND HIS REPRESENTATIVE, IF APPLICABLE NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 4 AND HIS REPRESENTATIVE, IF APPLICABLE

(hereinafter called "the BUYER")

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

BUYER 1 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE EXPIRATION

Date of birth: YEAR MONTH DAY

Profession or principal activity: _____

BUYER 3 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE EXPIRATION

Date of birth: YEAR MONTH DAY

Profession or principal activity: _____

1.2 If the BUYER is represented, indicate:

Nature of relationship between BUYER 1 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 1, indicate:

Date of birth: YEAR MONTH DAY

Profession or principal activity: _____

Nature of relationship between BUYER 3 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 3, indicate:

Date of birth: YEAR MONTH DAY

Profession or principal activity: _____

BUYER 2 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE EXPIRATION

Date of birth: YEAR MONTH DAY

Profession or principal activity: _____

BUYER 4 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE EXPIRATION

Date of birth: YEAR MONTH DAY

Profession or principal activity: _____

Nature of relationship between BUYER 2 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 2, indicate:

Date of birth: YEAR MONTH DAY

Profession or principal activity: _____

Nature of relationship between BUYER 4 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 4, indicate:

Date of birth: YEAR MONTH DAY

Profession or principal activity: _____

2. OBJECT AND TERM OF CONTRACT

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

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

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

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

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

In accordance with section 29.1 of the *Real Estate Brokerage Act*, and except for the cases set out in section 16.1 of the *Regulation respecting brokerage requirements, professional conduct of brokers and advertising* (chapter C-73.2, r.1), this contract shall be terminated by the BROKER or the AGENCY when the BROKER or the AGENCY becomes aware that the BUYER intends to make a proposal to purchase, lease or exchange the immovable covered by another contract entered into by the BROKER or the AGENCY for the purposes of its sale, lease or exchange. In this case, this contract shall be terminated by operation of law upon the BROKER or the AGENCY sending or submitting a substantiated written notice to the BUYER, which shall notably indicate the immovable concerned.

WARNING: If the AGENCY or the BROKER is obliged to terminate the contract because the BUYER intends to make a proposal to purchase an immovable covered by another contract entered into by the AGENCY or the BROKER, the AGENCY or the BROKER will no longer be able to represent or defend the BUYER's interests. The AGENCY or the BROKER shall represent only the seller and the BUYER shall be advised to enlist the services of another agency or broker to represent him.

3. ESSENTIAL FEATURES OF THE IMMOVABLE

3.1 _____

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

(hereinafter called "the IMMOVABLE")

4. ADDITIONAL FEATURES

4.1 _____

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

5. DESIRED PRICE AND TERMS OF PURCHASE

- 5.1 Desired purchase price: _____ dollars
(\$ _____).
- 5.2 Desired date or time frame for signing of the deed of sale: _____
- 5.3 Desired date or time frame for occupancy: _____

6. REMUNERATION

- 6.1 The BUYER shall pay to the AGENCY or the BROKER, in the cases provided in 1, 2, 3 of this clause, remuneration of:
- _____ percent (_____ %) of the price indicated on a promise to purchase, in the cases provided in 1, 2, or of the desired price indicated in clause 5.1, in the case provided in 3 plus applicable taxes.
- OR
- a lump sum of: _____ dollars
(\$ _____) plus applicable taxes.
1. where an agreement relating to the purchase of an immovable referred to in clause 3.1, to which the BUYER is party, is concluded during the term of this contract, whether through the AGENCY or BROKER or not, and all conditions thereof are fulfilled, except the signing of the deed of sale and the payment of the purchase price; or
 2. where an agreement relating to the purchase of an immovable referred to in clause 3.1, to which the BUYER is party, takes place within 180 days following the end date or termination date of this contract, where the BUYER was interested in this immovable during the term of the contract, unless, during this period, the BUYER concluded in good faith with another agency or another broker a contract stipulated to be exclusive for the purchase of an immovable referred to in clause 3.1; or
 3. where the BUYER voluntarily prevents the performance of this contract.
- 6.2 The AGENCY or the BROKER undertakes to collect any remuneration due by another agency or broker. The amount of remuneration thus collected by the AGENCY or the BROKER shall be deducted from the remuneration provided for in this contract.

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

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

- 6.3 The AGENCY or the BROKER shall not be entitled to any remuneration from the BUYER in the following cases:
1. if the AGENCY or the BROKER or the broker representing the AGENCY, for the purpose of this contract, sells to the BUYER an immovable in which:
 - a) he holds an interest;
 - b) a partnership or legal person controlled by him holds an interest.
- OR
2. if one of the following persons or partnerships sells to the BUYER an immovable in which he holds an interest:
 - a) the married, civil union, or de facto spouse of the BROKER or of the broker representing the AGENCY;
 - b) a legal person or a partnership controlled by the married, civil union or de facto spouse of the BROKER, or of the broker representing the AGENCY.
- OR
3. if, through the seller's fault, the deed of sale is not signed, or the purchase price is not paid.

7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

- 7.1 During the term of this contract, the BUYER undertakes not to, directly or indirectly:
1. negotiate or take steps through a person other than the AGENCY or the BROKER, with the owner of any immovable referred to in clause 3.1;
 2. become party to an agreement to purchase, exchange or lease any immovable referred to in clause 3.1, other than as a result of the services of the AGENCY or the BROKER.



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(020 02/2023)

- 7.2 Notwithstanding clause 7.1, the BUYER may negotiate or take steps on his own with the owner of any immovable referred to in clause 3.1, including visiting an immovable when it is open to the public without an appointment (Open House). However, the BUYER undertakes to disclose to the owner of any immovable referred to in clause 3.1 or to the broker attending the open house, that he is represented by the AGENCY or the BROKER. He also undertakes to notify the AGENCY or the BROKER of his steps and, if applicable, of his interest in buying an immovable, including as a result of an open house.
- 7.3 The BUYER declares that, unless stipulated otherwise in clause 10.1, he has not concluded any brokerage contract to purchase, which may still be in effect, with an agency or a broker other than the AGENCY or the BROKER, nor any promise to purchase, exchange or lease, or any lease with a right of first refusal in his favour with the owner of any immovable referred to in clause 3.1.

8. OBLIGATIONS OF THE AGENCY OR THE BROKER

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

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

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

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

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

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

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

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

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

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

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

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

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

10. OTHER DECLARATIONS AND CONDITIONS

10.1 _____

(020 02/2023)

14. SIGNATURES

PRIVACY PROTECTION

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

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

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

ORGANISME D'AUTORÉGLÉMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

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

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

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

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

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

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

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

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

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

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

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



MANDATORY FORM
EXCLUSIVE BROKERAGE CONTRACT – SALE
 SHARE OF A CHIEFLY RESIDENTIAL IMMOVABLE HELD
 IN UNDIVIDED CO-OWNERSHIP

NOTE – This form must be used when an exclusive brokerage contract for a chiefly residential immovable held in undivided co-ownership is signed with a natural person.

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

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

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

MANDATORY INFORMATION ON THE NON-EXCLUSIVE BROKERAGE CONTRACT – SALE

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

SELLER 1	SELLER 2	SELLER 3	SELLER 4

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

1. IDENTIFICATION OF THE PARTIES

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

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

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

For SELLER 1, indicate:

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

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

For SELLER 3, indicate:

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

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

For SELLER 2, indicate:

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

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

For SELLER 4, indicate:

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

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

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

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

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

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

3. SUMMARY DESCRIPTION OF THE IMMOVABLE

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

NUMBER STREET CITY PROVINCE POSTAL CODE

with exclusive use of: _____

(E.G. ADDRESS, APARTMENT NUMBER, BACKYARD, PATIO)

and including: _____ parking space(s), number(s) _____ storage space(s), number(s) _____

CADASTRAL DESCRIPTION OF IMMOVABLE HELD IN CO-OWNERSHIP

_____ m ft _____ m² ft²
DIMENSIONS OF IMMOVABLE HELD IN CO-OWNERSHIP AREA OF IMMOVABLE HELD IN CO-OWNERSHIP

_____ m² ft²
AREA OF SHARE gross net as per certificate of location

(hereinafter called "the IMMOVABLE")

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

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

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

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

4.3 Existing loans: _____

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

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

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

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

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



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

Water heater _____ Alarm system _____

Propane tank _____

Other _____

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

4.8 Should funds have been set up for the co-ownership, such as a contingency fund, no adjustment concerning them will be made. There will be adjustments relating to common expenses payable periodically.

5. SIGNING OF THE DEED OF SALE AND OCCUPANCY

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

5.2 Date or time frame for occupancy: _____

6. INFORMATION LISTING SERVICES

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

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

OR

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

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

7. REMUNERATION

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

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

OR

a lump sum of: _____ dollars

(\$ _____) plus applicable taxes;



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1. where an agreement concerning the sale of the IMMOVABLE is concluded during the term of this contract, whether through the AGENCY or BROKER or not, and all conditions thereof are fulfilled, except the signing of the deed of sale and the payment of the purchase price; or
 2. where a promise to purchase conforming to the conditions of sale provided for in this brokerage contract is submitted to the SELLER during the term of this contract and the SELLER refuses it; or
 3. where a sale takes place within 180 days following the end date or termination date of this contract with a person who was interested in the IMMOVABLE during the term of this contract, unless, during this period, the SELLER concluded in good faith with another agency or another broker a contract stipulated to be exclusive for the sale of the IMMOVABLE; or
 4. where the SELLER voluntarily prevents the performance of this contract.
- 7.2 The SELLER recognizes the AGENCY's or the BROKER's right to share its remuneration with another agency or another broker collaborating in the sale, even though such agency or broker has no link with the SELLER.
- 7.3 The AGENCY or the BROKER shall collaborate with any other agency or broker who so requests, including by sharing its remuneration, according to the following conditions, in order to ensure the successful completion of the sale referred to in this contract.

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

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

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

OR

a sum of: _____ dollars

(\$ _____) applicable taxes.

- 7.4 The AGENCY or the BROKER shall not be entitled to remuneration in the following cases:
1. if the AGENCY or the BROKER acquires an interest in the IMMOVABLE, or if the broker representing the AGENCY for the purpose of this contract acquires an interest in the IMMOVABLE:
 - a) for himself;
 - b) for a partnership or legal person controlled by him.
- OR
2. if one of the following persons or partnerships acquires an interest in the IMMOVABLE:
 - a) the married, civil union or de facto spouse of the BROKER or of the broker representing the AGENCY;
 - b) a legal person or a partnership controlled by the married, civil union or de facto spouse of the BROKER or of the broker representing the AGENCY.
- OR
3. if, through the buyer's fault, the deed of sale is not signed or the purchase price is not paid.

8. DECLARATIONS AND OBLIGATIONS OF THE SELLER

8.1 The SELLER declares that:

1. he is the sole owner of the IMMOVABLE or is duly authorized to sign this contract and to conclude any agreement for the sale of the IMMOVABLE;
2. the IMMOVABLE is not the subject of a brokerage contract with another broker or agency or of an agreement to sell or exchange it;
3. the IMMOVABLE is not the subject of an agreement to lease it under conditions that would result in preventing the sale from taking place;
4. the IMMOVABLE is not the subject of a pre-emptive right in favour of a third party OR is the subject of a pre-emptive right in favour of the following third party: _____ OR
the undivided co-owners:
 have the following pre-emptive right, if applicable (indicate time period and terms):

- have waived their pre-emptive right or, in the case where undivided co-owners do not have a pre-emptive right, have waived their right of redemption provided under section 1022 of the *Civil Code of Québec* (indicate the names of undivided co-owners who have waived their pre-emptive or redemption right):

If applicable, the SELLER undertakes to obtain from the undivided co-owners of the immovable held in co-ownership a written waiver of their pre-emptive or redemption right and to remit it to the AGENCY or the BROKER;

5. he is a Canadian resident within the meaning of the *Income Tax Act* [RSC 1985, c. 1 (5th Supp.)], and the *Taxation Act* (CQLR, Chapter I-3) and does not intend to change this residence, otherwise the tax provisions concerning the issuance of a certificate of compliance or the withholding of a portion of the sale price shall be applied.
- 8.2 During the term of this contract, the SELLER undertakes not to, directly or indirectly:
1. offer the IMMOVABLE for sale through a person other than the AGENCY or BROKER;
 2. become party to an agreement for the sale or exchange of the IMMOVABLE other than through the AGENCY or the BROKER;
 3. become party to an agreement to lease the IMMOVABLE under conditions that would result in preventing the sale from taking place.
- 8.3 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, the following documents in his possession: purchase contract and any other title of ownership, inspection report and any other expert report, most recent tax statement and receipts, insurance documents, indivision agreement, minutes of meetings of undivided co-owners, insurance policy of the immovable held in co-ownership, financial statements, by-law of the immovable held in co-ownership, deeds of amendment, leases and documents pertaining to the dwellings allowing the income and expenses of the IMMOVABLE to be calculated, documents pertaining to appliances and equipment to be taken over by the buyer, deeds of assignment of leases, staking plan, water analysis, soil analysis, environmental report, plan, movable property inventory, service and employment contracts, permit, proxy and, generally, any document concerning the IMMOVABLE, including any that may be required for adjustment purposes at the time of the sale.
- Also, the SELLER gives the express mandate to the AGENCY or the BROKER to obtain from the manager of co-ownership, on his behalf, any documentation pertaining to the IMMOVABLE that the AGENCY or the BROKER shall deem useful.
- The SELLER shall keep the AGENCY or the BROKER informed of any change that comes to his attention relating to information obtained from the manager of co-ownership.
- 8.4 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, all loan documents pertaining to the IMMOVABLE and the deeds of loan and hypothecary rights, including any penalty related thereto.
- 8.5 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, a certificate of location for the IMMOVABLE held in co-ownership:
- reflecting any operation, amendment or cadastral renovation;
 - reflecting the current physical state of premises (e.g. heat pump, terrace, fence, shed, swimming pool), the restrictions of private law (e.g. servitude, real rights or other charges), and the restrictions of public law (e.g. municipal by-laws).
- 8.6 If a portion of the IMMOVABLE is used as a family residence by the SELLER, or if required by his marital status, the SELLER shall remit to the AGENCY or the BROKER, either a document evidencing the consent of the married or civil union spouse and an undertaking by the spouse to intervene for the same purposes in the notarial deed of sale, or a copy of a judgment authorizing the SELLER to sell the IMMOVABLE without the consent and concurrence of the married or civil union spouse.
- 8.7 The SELLER shall keep the AGENCY or the BROKER informed of any change in his financial situation or any situation that could compromise the performance of this contract, including concerning his marital status.
- 8.8 The SELLER gives the AGENCY or the BROKER the exclusive right:
1. to show the IMMOVABLE at any reasonable time, with any appointment being arranged directly with the occupant of the premises. The AGENCY or the BROKER may allow other agencies or brokers to exercise this right in whole or in part;
 2. subject to the restrictions set out in clause 11.1 or any annex forming part of this contract and subject to any regulation, including any co-ownership by-law, to use any advertising and any signage he considers appropriate. The AGENCY or the BROKER may allow other agencies or brokers to exercise that right in whole or in part.

9. OBLIGATIONS OF THE AGENCY OR THE BROKER

- 9.1 In accordance with generally accepted practices, the AGENCY or the BROKER undertakes:
1. to perform the object of the contract loyally, diligently and competently;
 2. to submit to the SELLER, as soon as possible, any written promise to purchase received regarding the purchase, lease or exchange of the IMMOVABLE;



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

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

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

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

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

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

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

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

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

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

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

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

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

11. OTHER DECLARATIONS AND CONDITIONS

11.1 _____

12. ANNEXES

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

13. INTERPRETATION

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

14. CONCILIATION, MEDIATION AND ARBITRATION

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

15. SIGNATURES

PRIVACY PROTECTION

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

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

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

ORGANISME D'AUTORÉGLEMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE OF SELLER'S 1 SPOUSE

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

SIGNATURE OF SELLER'S 2 SPOUSE

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

SIGNATURE OF SELLER'S 3 SPOUSE

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

SIGNATURE OF SELLER'S 4 SPOUSE





MANDATORY FORM
NON-EXCLUSIVE BROKERAGE CONTRACT – SALE
 SHARE OF A CHIEFLY RESIDENTIAL IMMOVABLE HELD
 IN UNDIVIDED CO-OWNERSHIP

NOTE – This form must be used when a non-exclusive brokerage contract for a chiefly residential immovable held in undivided co-ownership is signed with a natural person.

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

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

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

MANDATORY INFORMATION ON THE EXCLUSIVE BROKERAGE CONTRACT – SALE

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

SELLER 1	SELLER 2	SELLER 3	SELLER 4
----------	----------	----------	----------

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

1. IDENTIFICATION OF THE PARTIES

IDENTIFICATION OF THE AGENCY OR BROKER

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

Date of birth:
YEAR MONTH DAY

Profession or principal activity: _____

1.2 If the SELLER is represented, indicate:

Nature of relationship between SELLER 1 and his representative:

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

For SELLER 1, indicate:

Date of birth:
YEAR MONTH DAY

Profession or principal activity: _____

Nature of relationship between SELLER 3 and his representative:

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

For SELLER 3, indicate:

Date of birth:
YEAR MONTH DAY

Profession or principal activity: _____

Date of birth:
YEAR MONTH DAY

Profession or principal activity: _____

Nature of relationship between SELLER 2 and his representative:

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

For SELLER 2, indicate:

Date of birth:
YEAR MONTH DAY

Profession or principal activity: _____

Nature of relationship between SELLER 4 and his representative:

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

For SELLER 4, indicate:

Date of birth:
YEAR MONTH DAY

Profession or principal activity: _____

2. OBJECT AND TERM OF CONTRACT

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

This contract is not exclusive to the AGENCY or the BROKER; it is understood that the SELLER retains the right, during the term of the contract, to offer the immovable hereinafter described for sale through another agency or broker of his choice.

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

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

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

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

3. SUMMARY DESCRIPTION OF THE IMMOVABLE

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

NUMBER	STREET	CITY	PROVINCE	POSTAL CODE

with exclusive use of: _____

(E.G. ADDRESS, APARTMENT NUMBER, BACKYARD, PATIO)

3/11

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and including: _____ parking space(s), number(s) _____ storage space(s), number(s) _____

CADASTRAL DESCRIPTION OF IMMOVABLE HELD IN CO-OWNERSHIP

m ft

m² ft²

DIMENSIONS OF IMMOVABLE HELD IN CO-OWNERSHIP

AREA OF IMMOVABLE HELD IN CO-OWNERSHIP

m² ft²

AREA OF SHARE

gross net as per certificate of location

(hereinafter called "the IMMOVABLE")

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

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

4.2 The IMMOVABLE is not subject OR is subject to the Goods and Services Tax and the Québec Sales Tax.
The SELLER shall inform the AGENCY or the BROKER without delay of the proportion in which the IMMOVABLE is subject to the Goods and Services Tax and the Québec Sales Tax.

4.3 Existing loans: _____
The costs relating, in particular, to the repayment and cancellation of any debt secured by hypothec, prior claim or any other real right affecting the IMMOVABLE shall be borne by the SELLER.
The costs relating to repayment include any penalty payable for early repayment.

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

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

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

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

Water heater _____ Alarm system _____

Propane tank _____

Other _____

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

4.8 Should funds have been set up for the co-ownership, such as a contingency fund, no adjustment concerning them will be made. There will be adjustments relating to common expenses payable periodically.

5. SIGNING OF THE DEED OF SALE AND OCCUPANCY

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

5.2 Date or time frame for occupancy: _____

6. INFORMATION LISTING SERVICES

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

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

OR

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

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

7. REMUNERATION

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

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

OR

a lump sum of: _____ dollars

(\$ _____) plus applicable taxes.

7.2 The SELLER recognizes the AGENCY's or the BROKER's right to share its remuneration with another agency or another broker collaborating in the sale, even though such agency or broker has no link with the SELLER.

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

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

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

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

OR

a sum of: _____ dollars

(\$ _____) plus applicable taxes.

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

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

a) for himself;

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

OR

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

a) the married, civil union or de facto spouse of the BROKER or of the broker representing the AGENCY;

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

OR

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

8. DECLARATIONS AND OBLIGATIONS OF THE SELLER

8.1 The SELLER declares that:

1. he is the sole owner of the IMMOVABLE or is duly authorized to sign this contract and to conclude any agreement for the sale of the IMMOVABLE;

2. the IMMOVABLE is not the subject of an agreement to lease it under conditions that would result in preventing the sale from taking place;

3. the IMMOVABLE is not the subject of a pre-emptive right in favour of a third party OR is the subject of a pre-emptive right in favour of the following third party: _____ OR

the undivided co-owners:

have the following pre-emptive right, if applicable (indicate time period and terms):

have waived their pre-emptive right or, in the case where undivided co-owners do not have a pre-emptive right, have waived their right of redemption provided under section 1022 of the *Civil Code of Québec* (indicate the names of undivided co-owners who have waived their pre-emptive or redemption right):

If applicable, the SELLER undertakes to obtain from the undivided co-owners of the immovable held in co-ownership a written waiver of their pre-emptive or redemption right and to remit it to the AGENCY or the BROKER;

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(v1 06/2023)

4. he is a Canadian resident within the meaning of the *Income Tax Act* [RSC 1985, c. 1 (5th Supp.)], and the *Taxation Act* (CQLR, Chapter I-3) and does not intend to change this residence, otherwise the tax provisions concerning the issuance of a certificate of compliance or the withholding of a portion of the sale price shall be applied.
- 8.2 During the term of this contract, the SELLER undertakes not to, directly or indirectly, become party to an agreement to lease the IMMOVABLE under conditions that would result in preventing the sale from taking place.
- 8.3 The SELLER undertakes to notify the AGENCY or the BROKER, in writing and without delay, if, during the term of this contract, he becomes party to an agreement for the sale, exchange or lease of the IMMOVABLE through another agency or broker. The written notice sent to this effect by the SELLER to the AGENCY or the BROKER must contain the name, the address of the establishment including phone numbers of this other agency or broker, as well as the date on which the SELLER became a party to such an agreement with this other agency or broker.
- 8.4 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, the following documents in his possession: purchase contract and any other title of ownership, inspection report and any other expert report, most recent tax statement and receipts, insurance documents, indivision agreement, minutes of meetings of undivided co-owners, insurance policy of the immovable held in co-ownership, financial statements, by-law of the immovable held in co-ownership, deeds of amendment, leases and documents pertaining to the dwellings allowing the income and expenses of the IMMOVABLE to be calculated, documents pertaining to appliances and equipment to be taken over by the buyer, deeds of assignment of leases, staking plan, water analysis, soil analysis, environmental report, plan, movable property inventory, service and employment contracts, permit, proxy and, generally, any document concerning the IMMOVABLE, including any that may be required for adjustment purposes at the time of the sale.
- Also, the SELLER gives the express mandate to the AGENCY or the BROKER to obtain from the manager of co-ownership, on his behalf, any documentation pertaining to the IMMOVABLE that the AGENCY or the BROKER shall deem useful.
- The SELLER shall keep the AGENCY or the BROKER informed of any change that comes to his attention relating to information obtained from the manager of co-ownership.
- 8.5 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, all loan documents pertaining to the IMMOVABLE and the deeds of loan and hypothecary rights, including any penalty related thereto.
- 8.6 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, a certificate of location for the IMMOVABLE held in co-ownership:
- reflecting any operation, amendment or cadastral renovation;
 - reflecting the current physical state of premises (e.g. heat pump, terrace, fence, shed, swimming pool), the restrictions of private law (e.g. servitude, real rights or other charges), and the restrictions of public law (e.g. municipal by-laws).
- 8.7 If a portion of the IMMOVABLE is used as a family residence by the SELLER, or if required by his marital status, the SELLER shall remit to the AGENCY or the BROKER, either a document evidencing the consent of the married or civil union spouse and an undertaking by the spouse to intervene for the same purposes in the notarial deed of sale, or a copy of a judgment authorizing the SELLER to sell the IMMOVABLE without the consent and concurrence of the married or civil union spouse.
- 8.8 The SELLER shall keep the AGENCY or the BROKER informed of any change in his financial situation or any situation that could compromise the performance of this contract, including concerning his marital status.
- 8.9 The SELLER gives the AGENCY or the BROKER the right:
1. to show the IMMOVABLE at any reasonable time, with any appointment being arranged directly with the occupant of the premises. The AGENCY or the BROKER may allow other agencies or brokers to exercise this right in whole or in part;
 2. subject to the restrictions set out in clause 11.1 or any annex forming part of this contract and subject to any regulation, including any co-ownership by-law, to use any advertising and any signage he considers appropriate. The AGENCY or the BROKER may allow other agencies or brokers to exercise that right in whole or in part.

9. OBLIGATIONS OF THE AGENCY OR THE BROKER

- 9.1 In accordance with generally accepted practices, the AGENCY or the BROKER undertakes:
1. to perform the object of the contract loyally, diligently and competently;
 2. to submit to the SELLER, as soon as possible, any written promise to purchase received regarding the purchase, lease or exchange of the IMMOVABLE;
 3. to make the usual verifications, including regarding the information contained in any document used to describe the IMMOVABLE;
 4. to send to the SELLER without delay a copy of any document containing the information used to describe the IMMOVABLE referred to in this contract;
 5. to perform any normal marketing activity;
 6. not to use the word "sold" in any advertising, including advertising on a sign, unless an agreement for the sale of the IMMOVABLE has been concluded and all the conditions, except the signing of the deed of sale before a notary and the payment of the purchase price, have been fulfilled. It is understood that any sign posted on the IMMOVABLE shall be removed as soon as this contract ends or upon the signing of the deed of sale, whichever occurs first;
 7. to inform the SELLER, in writing and without delay, of any interest that this AGENCY, this BROKER or the broker representing the AGENCY plans to acquire in the IMMOVABLE referred to in this contract and, before submitting a transaction proposal, to terminate this contract;



8. to inform the SELLER, in writing and without delay, of any remuneration agreement in his favour related to the object of the contract;
9. to disclose to the SELLER, in writing and without delay, the identity of any person or partnership owing him any remuneration in accordance with an agreement disclosed under sub-section 8, the nature of the relationship with such person or partnership, and the nature of the remuneration owed, if it is a non-monetary benefit;
10. to disclose to the SELLER, in writing and without delay, any sharing, other than that mentioned in clause 7.3, which he is planning to make of his remuneration, as well as the identity of the person or partnership receiving that share and, in the case of a non-monetary benefit, the nature of the compensation;
11. to use the information contained in this contract only in accordance with the terms and conditions stipulated in the contract or by law;
12. to notify the SELLER in writing, without delay, in the following cases:
 - a) if there is a change in the address of his establishment;
 - b) if his licence is suspended or revoked, if he ceases his activities or if he is otherwise unable to continue to act;
 - c) where he is acting as AGENCY, if the broker representing the AGENCY with the SELLER ceases to act for this AGENCY or if the identity of the broker representing the AGENCY with the SELLER changes;
 - d) where he is acting as BROKER, whenever he ceases to act on his own account;
13. to honour any specific commitment made in clause 11.1;
14. to give a duplicate of this contract to the SELLER.

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

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

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

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

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

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

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

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

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

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

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

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

15. SIGNATURES

PRIVACY PROTECTION

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

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

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

ORGANISME D'AUTORÉGLÉMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

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

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

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

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

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

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

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

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

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

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

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

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

Signed in _____,

on _____, at _____ : _____ .
DATE

SIGNATURE OF SELLER'S 1 SPOUSE

Signed in _____,

on _____, at _____ : _____ .
DATE

SIGNATURE OF SELLER'S 2 SPOUSE

Signed in _____,

on _____, at _____ : _____ .
DATE

SIGNATURE OF SELLER'S 3 SPOUSE

Signed in _____,

on _____, at _____ : _____ .
DATE

SIGNATURE OF SELLER'S 4 SPOUSE





MANDATORY FORM

**EXCLUSIVE BROKERAGE CONTRACT – PURCHASE
CHIEFLY RESIDENTIAL IMMOVABLE HELD IN
DIVIDED OR UNDIVIDED CO-OWNERSHIP**

NOTE – This form is to be used when an exclusive brokerage contract concerning a chiefly residential immovable held in divided or undivided co-ownership is signed with a natural person.

1. IDENTIFICATION OF THE PARTIES

IDENTIFICATION OF THE AGENCY OR BROKER	
NAME OF AGENCY OR BROKER <input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL REPRESENTED BY Licence number: <input style="width: 100px;" type="text"/> <input type="checkbox"/> carrying on activities within the following business corporation: NAME OF BUSINESS CORPORATION	NAME OF AGENCY OR BROKER <input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL REPRESENTED BY Licence number: <input style="width: 100px;" type="text"/> <input type="checkbox"/> carrying on activities within the following business corporation: NAME OF BUSINESS CORPORATION
(hereinafter called "the AGENCY" or "the BROKER")	

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

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

DATE

BUYER 1 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: [] [] []
YEAR MONTH DAY

Profession or principal activity: _____

BUYER 2 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: [] [] []
YEAR MONTH DAY

Profession or principal activity: _____

BUYER 3 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: [] [] []
YEAR MONTH DAY

Profession or principal activity: _____

BUYER 4 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: [] [] []
YEAR MONTH DAY

Profession or principal activity: _____

1.2 If the BUYER is represented, indicate:

Nature of relationship between BUYER 1 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 1, indicate:

Date of birth: [] [] []
YEAR MONTH DAY

Profession or principal activity: _____

Nature of relationship between BUYER 2 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 2, indicate:

Date of birth: [] [] []
YEAR MONTH DAY

Profession or principal activity: _____

Nature of relationship between BUYER 3 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 3, indicate:

Date of birth: [] [] []
YEAR MONTH DAY

Profession or principal activity: _____

Nature of relationship between BUYER 4 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 4, indicate:

Date of birth: [] [] []
YEAR MONTH DAY

Profession or principal activity: _____

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2. OBJECT AND TERM OF CONTRACT

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

DATE

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

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

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

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

In accordance with section 29.1 of the *Real Estate Brokerage Act*, and except for the cases set out in section 16.1 of the *Regulation respecting brokerage requirements, professional conduct of brokers and advertising* (chapter C-73.2, r.1), this contract shall be terminated by the BROKER or the AGENCY when the BROKER or the AGENCY becomes aware that the BUYER intends to make a proposal to purchase, lease or exchange the immovable covered by another contract entered into by the BROKER or the AGENCY for the purposes of its sale, lease or exchange. In this case, this contract shall be terminated by operation of law upon the BROKER or the AGENCY sending or submitting a substantiated written notice to the BUYER, which shall notably indicate the immovable concerned.

WARNING: If the AGENCY or the BROKER is obliged to terminate the contract because the BUYER intends to make a proposal to purchase an immovable covered by another contract entered into by the AGENCY or the BROKER, the AGENCY or the BROKER will no longer be able to represent or defend the BUYER's interests. The AGENCY or the BROKER shall represent only the seller and the BUYER shall be advised to enlist the services of another agency or broker to represent him.

3. ESSENTIAL FEATURES OF THE IMMOVABLE

3.1 _____

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

(hereinafter called "the IMMOVABLE")

4. ADDITIONAL FEATURES

4.1 _____

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

5. DESIRED PRICE AND TERMS OF PURCHASE

- 5.1 Desired purchase price: _____ dollars
(\$ _____).
- 5.2 Desired date or time frame for signing of the deed of sale: _____
- 5.3 Desired date or time frame for occupancy: _____

6. REMUNERATION

- 6.1 The BUYER shall pay to the AGENCY or the BROKER, in the cases provided in 1, 2, 3 of this clause, remuneration of:
- _____ percent (_____ %) of the price indicated on a promise to purchase, in the cases provided in 1, 2, or of the desired price indicated in clause 5.1, in the case provided in 3 plus applicable taxes.
- OR
- a lump sum of: _____ dollars
(\$ _____) plus applicable taxes.
1. where an agreement relating to the purchase of an immovable referred to in clause 3.1, to which the BUYER is party, is concluded during the term of this contract, whether through the AGENCY or BROKER or not, and all conditions thereof are fulfilled, except the signing of the deed of sale and the payment of the purchase price; or
 2. where an agreement relating to the purchase of an immovable referred to in clause 3.1, to which the BUYER is party, takes place within 180 days following the end date or termination date of this contract, where the BUYER was interested in this immovable during the term of the contract, unless, during this period, the BUYER concluded in good faith with another agency or another broker a contract stipulated to be exclusive for the purchase of an immovable referred to in clause 3.1; or
 3. where the BUYER voluntarily prevents the performance of this contract.
- 6.2 The AGENCY or the BROKER undertakes to collect any remuneration due by another agency or broker. The amount of remuneration thus collected by the AGENCY or the BROKER shall be deducted from the remuneration provided for in this contract.

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

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

- 6.3 The AGENCY or the BROKER shall not be entitled to any remuneration from the BUYER in the following cases:
1. if the AGENCY or the BROKER or the broker representing the AGENCY, for the purpose of this contract, sells to the BUYER an immovable in which:
 - a) he holds an interest;
 - b) a partnership or legal person controlled by him holds an interest.
- OR
2. if one of the following persons or partnerships sells to the BUYER an immovable in which he holds an interest:
 - a) the married, civil union, or de facto spouse of the BROKER or of the broker representing the AGENCY;
 - b) a legal person or a partnership controlled by the married, civil union or de facto spouse of the BROKER, or of the broker representing the AGENCY.
- OR
3. if, through the seller's fault, the deed of sale is not signed, or the purchase price is not paid.

7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

- 7.1 During the term of this contract, the BUYER undertakes not to, directly or indirectly:
1. negotiate or take steps through a person other than the AGENCY or the BROKER, with the owner of any immovable referred to in clause 3.1;
 2. become party to an agreement to purchase, exchange or lease any immovable referred to in clause 3.1, other than as a result of the services of the AGENCY or the BROKER.

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- 7.2 Notwithstanding clause 7.1, the BUYER may negotiate or take steps on his own with the owner of any immovable referred to in clause 3.1, including visiting an immovable when it is open to the public without an appointment (Open House). However, the BUYER undertakes to disclose to the owner of any immovable referred to in clause 3.1 or to the broker attending the open house, that he is represented by the AGENCY or the BROKER. He also undertakes to notify the AGENCY or the BROKER of his steps and, if applicable, of his interest in buying an immovable, including as a result of an open house.
- 7.3 The BUYER declares that, unless stipulated otherwise in clause 10.1, he has not concluded any brokerage contract to purchase, which may still be in effect, with an agency or a broker other than the AGENCY or the BROKER, nor any promise to purchase, exchange or lease, or any lease with a right of first refusal in his favour with the owner of any immovable referred to in clause 3.1.

8. OBLIGATIONS OF THE AGENCY OR THE BROKER

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

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

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

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

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

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

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

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

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

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

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

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

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

10. OTHER DECLARATIONS AND CONDITIONS

10.1 _____

(v1 02/2023)

14. SIGNATURES

PRIVACY PROTECTION

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

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

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

ORGANISME D'AUTORÉGLÉMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

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

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

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

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

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

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

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

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

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

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

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



MANDATORY FORM
PROMISE TO PURCHASE – CO-OWNERSHIP
SHARE OF A CHIEFLY RESIDENTIAL IMMOVABLE
HELD IN UNDIVIDED CO-OWNERSHIP

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

1. IDENTIFICATION OF THE PARTIES

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

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

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

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

(hereinafter called "the BUYER")

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

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

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

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

(hereinafter called "the SELLER")

2. OBJECT OF THE PROMISE TO PURCHASE

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

- _____, broker LICENCE NUMBER
- carrying on activities within the following business corporation _____
- representing the following agency _____ or acting on his own account.

3. SUMMARY DESCRIPTION OF THE IMMOVABLE

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

NUMBER STREET CITY PROVINCE POSTAL CODE

With exclusive use of: _____

(E.G. ADDRESS, APARTMENT NUMBER, BACKYARD, PATIO)

and including: _____ parking space(s) number(s) _____ storage space(s) _____ number(s) _____

CADASTRAL DESCRIPTION OF IMMOVABLE HELD IN CO-OWNERSHIP

DIMENSIONS OF IMMOVABLE HELD IN CO-OWNERSHIP m ft AREA OF IMMOVABLE HELD IN CO-OWNERSHIP m² ft²

AREA OF SHARE m² ft²
 gross net as per certificate of location

(hereinafter called "the IMMOVABLE")

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

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

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

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

- by cheque "payable to the order of _____ in trust."
NAME OF AGENCY OR BROKER TRUSTEE
- by electronic transfer from _____ . It is understood that the sum in Canadian dollars deposited in the trust account of the TRUSTEE, after deduction of the exchange rate and banking fees, if applicable, will be the amount of the deposit paid.
COUNTRY
- by bank draft "payable to the order of _____ in trust."
NAME OF AGENCY OR BROKER TRUSTEE

Upon receipt, the amount shall be deposited without delay in the trust account of _____
NAME OF AGENCY OR BROKER TRUSTEE

until the sum is required by the acting notary for the purpose of the deed of sale, whereupon that sum shall be applied against the purchase price. As soon as this sum is deposited into his trust account, the TRUSTEE shall give the depositor a receipt.

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

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

5. METHOD OF PAYMENT

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

6. NEW HYPOTHECARY LOAN

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

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

- he is bound by an exclusive mortgage brokerage contract;
OR
 he is not bound by an exclusive mortgage brokerage contract.

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

OR

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

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

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

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

10. DECLARATIONS AND OBLIGATIONS OF THE SELLER

10.1 The SELLER declares that:

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

have the following pre-emptive right, if applicable (indicate time period and terms):

The SELLER undertakes to obtain from the undivided co-owners of the immovable held in undivided co-ownership a written waiver of their pre-emptive right or their right of redemption and to submit it to the BUYER within _____ days following acceptance of this promise to purchase. Receipt of such a waiver within that period shall have the effect of fully satisfying this condition. Failure on the part of the SELLER to submit this waiver to the BUYER within the above period shall cause the promise to purchase to become null and void;

have waived their pre-emptive right or, in the case where undivided co-owners do not have a pre-emptive right, have waived their right of redemption provided under section 1022 of the *Civil Code of Québec* (indicate names of undivided co-owners who have waived their pre-emptive or redemption right):

The SELLER shall provide proof thereof to the BUYER within five (5) days following acceptance of this promise to purchase;

7. the IMMOVABLE is not an immovable referred to in article 1785 of the *Civil Code of Québec*, i.e. an existing or planned residential immovable sold by the builder or a promoter to a natural person who acquires it to occupy it, whether or not the sale includes the transfer to this buyer of the SELLER's rights over the land.
8. the IMMOVABLE is sold with legal warranty of ownership and quality unless otherwise stipulated in clause 12.1.

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

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

The SELLER shall supply to the BUYER a true copy of his act of acquisition and of his certificate of location for the immovable held in co-ownership:

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

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

The SELLER shall also supply to the BUYER the indivision agreement, including the co-ownership by-law. If a true copy of the indivision agreement cannot be provided, a copy certified by the Bureau de la publicité des droits shall suffice. The SELLER shall also supply to the BUYER, upon request, any documents in his possession concerning the IMMOVABLE. These documents shall be forwarded to the acting notary identified in clause 11.1.

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

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

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

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

OR

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

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

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

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

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

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

The BUYER and the SELLER hereby authorize the broker identified in clause 2.1 to forward to the notary identified above the information contained in this form and the annexes thereto, including any related document, within the deadline indicated by the notary.

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

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

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



Should funds have been set up for the co-ownership, such as a contingency fund, no adjustment concerning them will be made. There will be adjustments relating to common expenses payable periodically. Any claim arising from a decision adopted by the undivided co-owners shall be payable by the owner when it becomes liquid and exigible, regardless of the date of the meeting of co-owners at which the expense was approved. The claim is liquid when it is determined or known, and it is exigible when it is due or claimable.

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

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

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

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

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

(V20 06/2023)



16. SIGNATURES

ORGANISME D'AUTORÉGLÉMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

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

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

[] Initials of BROKER identified in clause 2.1.

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

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

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

SIGNATURE OF BUYER 1 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

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

SIGNATURE OF BUYER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

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

SIGNATURE OF BUYER 3 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

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

SIGNATURE OF BUYER 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS



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

The SELLER _____ this promise to purchase with the enhancements EA- _____ OR

submits counter-proposal CP- _____.

Signed in _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

SIGNATURE OF SELLER 1 OR HIS REPRESENTATIVE

SIGNATURE OF SELLER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

Signed in _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

SIGNATURE OF SELLER 3 OR HIS REPRESENTATIVE

SIGNATURE OF SELLER 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

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

Signed in _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

SIGNATURE OF SELLER'S 1 SPOUSE

SIGNATURE OF SELLER'S 2 SPOUSE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

Signed in _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

SIGNATURE OF SELLER'S 3 SPOUSE

SIGNATURE OF SELLER'S 4 SPOUSE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS



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PPU 00001

(V20/06/2023)

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

Signed in _____,

Signed in _____,

on _____, at _____ : _____ .
DATE

on _____, at _____ : _____ .
DATE

SIGNATURE OF BUYER 1 OR HIS REPRESENTATIVE

SIGNATURE OF BUYER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

Signed in _____,

Signed in _____,

on _____, at _____ : _____ .
DATE

on _____, at _____ : _____ .
DATE

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





MANDATORY FORM
PROMISE TO PURCHASE – CO-OWNERSHIP
FRACTION OF A CHIEFLY RESIDENTIAL
IMMOVABLE HELD IN DIVIDED CO-OWNERSHIP

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

1. IDENTIFICATION OF THE PARTIES

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

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

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

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

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

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

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

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

(hereinafter called “the BUYER”)

(hereinafter called “the SELLER”)

2. OBJECT OF THE PROMISE TO PURCHASE

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

- _____, broker LICENCE NUMBER
- carrying on activities within the following business corporation _____
- representing the following agency _____ or acting on his own account.

3. SUMMARY DESCRIPTION OF THE IMMOVABLE

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

NUMBER	STREET	APARTMENT	CITY	PROVINCE	POSTAL CODE
CADASTRAL DESCRIPTION OF PRIVATE PORTIONS		OF PARKING SPACE		OF STORAGE SPACE	
DIMENSIONS OF PRIVATE PORTIONS		<input type="checkbox"/> m <input type="checkbox"/> ft		<input type="checkbox"/> m ² <input type="checkbox"/> ft ² ;	
AREA OF PRIVATE PORTION AS PER CADASTRAL PLAN					

and all related rights in common portions:

SHARE OF COMMON PORTIONS CADASTRAL DESCRIPTION OF COMMON PORTIONS

the immovable held in divided co-ownership includes:

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

(hereinafter called "the IMMOVABLE")

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

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

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

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

- by cheque "payable to the order of _____ in trust."
NAME OF AGENCY OR BROKER TRUSTEE
- by electronic transfer from _____ . It is understood that the sum in Canadian dollars deposited in the trust account of the TRUSTEE, after deduction of the exchange rate and banking fees, if applicable, will be the amount of the deposit paid.
COUNTRY
- by bank draft "payable to the order of _____ in trust."
NAME OF AGENCY OR BROKER TRUSTEE

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

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



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

5. METHOD OF PAYMENT

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

6. NEW HYPOTHECARY LOAN

- 6.1 **TERMS AND CONDITIONS** – The BUYER undertakes to take in good faith, as soon as possible and at his expense, all steps necessary to obtain a loan of \$ _____, secured by hypothec; this loan bearing interest at the current rate, which shall not exceed _____ % per annum (calculated semi-annually and not in advance), shall be calculated according to a maximum amortization plan of _____ years, the balance becoming due in a minimum of _____ years.
- In his efforts to obtain such a loan, the BUYER declares that:
- he is bound by an exclusive mortgage brokerage contract;
- OR**
- he is not bound by an exclusive mortgage brokerage contract.
- 6.2 **UNDERTAKING** – The BUYER undertakes to supply to the SELLER, within _____ days following acceptance of this promise to purchase, a copy of the undertaking by a hypothecary lender to grant the BUYER a loan in the amount set out in clause 6.1 or higher. Receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions set out in clause 6.1.
- 6.3 **ABSENCE OF UNDERTAKING** – In the absence of proof of such an undertaking, the SELLER may, within a period of five (5) days following the expiry of the period set out in clause 6.2 or following receipt of a notice of refusal, notify the BUYER, in writing:
- a) that he is requiring the BUYER to file immediately, at his expense, with a hypothecary lender designated by the SELLER, a new application for a hypothecary loan conforming to the conditions set out in clause 6.1. Should the BUYER not succeed in obtaining, within the time period specified in the SELLER's notice, a written undertaking from that hypothecary lender to grant the BUYER the loan applied for, this promise to purchase shall become null and void. However, the receipt of such an undertaking within that period shall have the effect of fully satisfying the conditions of this section;
- OR**
- b) that he renders this promise to purchase null and void. This notice shall take effect upon its receipt by the BUYER.

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

7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

- 7.1 Subject to clause 8.1, to any stipulation to the contrary in clause 12.1, and to the declarations by the SELLER, the BUYER has visited the IMMOVABLE, on _____, and declares that he is satisfied therewith.
DATE
- 7.2 The BUYER declares that he is not bound OR he is bound to the agency or the broker identified in clause 2.1 by a brokerage contract to purchase.
- 7.3 The costs and fees of the deed of sale, of its registration and of the copies required for all the parties shall be at the BUYER's expense.
- 7.4 Transfer duties following the signing of the deed of sale shall be at the BUYER's expense.
- 7.5 The BUYER may not sell, assign or otherwise alienate his rights in this promise to purchase without obtaining the prior written consent of the SELLER.
- 7.6 **DAMAGES** – In the event that no deed of sale is signed for the IMMOVABLE through the BUYER's fault, the BUYER acknowledges that, in addition to the damages he may have to pay to the SELLER, he may have to compensate directly the agency or the broker, bound to the SELLER by brokerage contract, in accordance with the ordinary rules of law, by paying damages that can be equivalent to the remuneration that the SELLER would otherwise have had to pay.

8. INSPECTION BY A PERSON CHOSEN BY THE BUYER

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

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

By initialing this box, the BUYER acknowledges having been informed of his right to have the IMMOVABLE, including all common portions, inspected by a building inspector or a professional, but having decided to limit such inspection to the private portion only. The provisions of the above paragraph shall apply to the inspection report concerning the private portion. He also acknowledges having been informed by the broker identified in clause 2.1 of the risks of waiving an inspection of the common portions.

OR

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

9. REVIEW OF DOCUMENTS BY THE BUYER

- 9.1 This promise to purchase is conditional upon the BUYER's examination and verification of the declaration of co-ownership, including the by-law of the immovable and any amendments thereto, the information provided by the syndicate of co-owners if available, the minutes of meetings of the co-owners and of board meetings for the last _____ years, the insurance policy for the entire co-ownership, the description of the private portion or, if applicable, the description of the private portion of the reference unit, the documents and information pertaining to the self-insurance fund, the financial statements of the co-ownership, including the statement of sums deposited in the contingency fund, and of the following documents:

To this effect, the SELLER shall submit to the BUYER a copy of the above documents within _____ days following acceptance of this promise to purchase. If a true copy of the declaration of co-ownership cannot be provided, a copy certified by the Bureau de la publicité des droits shall suffice. The SELLER shall also supply a copy of the by-law of the immovable certified by the syndicate of co-owners.

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

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

10. DECLARATIONS AND OBLIGATIONS OF THE SELLER

10.1 The SELLER declares that:

1. he is the sole owner of the IMMOVABLE or is duly authorized to sign this promise to purchase;
2. he is a Canadian resident within the meaning of the *Income Tax Act* [RSC 1985, c. 1 (5th Supp.)] and the *Taxation Act* (CQLR, Chapter I-3) and does not intend to change this residence until the signing of the deed of sale, otherwise the tax provisions concerning the issuance of a certificate of compliance or the withholding of a portion of the sale price shall be applied;
3. the IMMOVABLE is not the subject of an agreement to sell or exchange it;
4. the IMMOVABLE is not the subject of an agreement to lease it under conditions that would result in preventing the sale from taking place;
5. the IMMOVABLE is not the subject of a pre-emptive right in favour of a third party;
6. the IMMOVABLE is not an immovable referred to in article 1785 of the *Civil Code of Québec*, i.e. an existing or planned residential immovable sold by the builder or a promoter to a natural person who acquires it to occupy it, whether or not the sale includes the transfer to this buyer of the seller's rights over the land;
7. the IMMOVABLE is sold with legal warranty of ownership and quality unless otherwise stipulated in clause 12.1.

10.2 The SELLER declares not to have received **OR** to have received a notice of special assessment from the syndicate of co-owners.

10.3 The SELLER declares not to have received **OR** to have received a notice of violation from the syndicate of co-owners that could have consequences for the BUYER.

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

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

The SELLER shall supply to the BUYER a true copy of his act of acquisition and of his certificate of location for the entire co-ownership, including the private portion, or, failing this, a certificate of location pertaining to the private portion only:

- reflecting any operation, amendment or cadastral renovation;
- reflecting the current physical state of the entire co-ownership, including the private portion, or, failing this, reflecting the current physical state of the private portion only, the restrictions of private law (e.g. servitude, real rights or other charges) and the restrictions of public law (e.g. municipal by-laws).

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

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

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

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

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

- a) that he is purchasing with the alleged defects or irregularities mentioned. Consequently, the SELLER's declarations and obligations shall be reduced accordingly;
OR
 b) that he renders this promise to purchase null and void. Consequently, the fees, expenses and costs reasonably incurred until that time by the BUYER and the SELLER shall be borne only by the SELLER.

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

- 10.8 INTERVENTION OF SPOUSE** – If part of the IMMOVABLE constitutes the SELLER's family residence, or where rendered necessary by the SELLER's matrimonial status, the SELLER undertakes to remit to the BUYER, as soon as this promise to purchase is accepted, either a document evidencing the consent of the married or civil union spouse and an undertaking by his spouse to intervene for the same purposes in the notarial deed of sale, or a copy of a judgment authorizing him to sell the IMMOVABLE without the consent of the married or civil union spouse. Failing that, the BUYER may, by giving written notice to this effect, render this promise to purchase null and void.
- 10.9 DAMAGES** – In the event that, through the SELLER's fault, no deed of sale is signed for the IMMOVABLE, the SELLER acknowledges that, in addition to the damages he may have to pay to the BUYER, he may have to compensate directly the agency or the broker, bound to the BUYER by a brokerage contract to purchase, in accordance with the ordinary rules of law, by paying damages that could be equivalent to the remuneration that the BUYER would otherwise have had to pay.
- 10.10 REQUEST FOR INFORMATION TO THE SYNDICATE** – Unless otherwise stipulated in clause 12.1 or in any other annex forming an integral part of this promise to purchase, the SELLER hereby declares that the information contained in the form "Request for information to the syndicate of co-owners", attached to this promise to purchase, has not changed since the form was obtained.

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

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

DATE

The BUYER and the SELLER hereby authorize the broker identified in clause 2.1 to forward to the notary identified above the information contained in this form and the annexes thereto, including any related document, within the deadline indicated by the notary.

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

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

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

There will be no adjustment relating to the contingency fund or other co-ownership fund. However, there will be adjustments relating to common expenses payable periodically. The syndicate's claim shall be payable by the owner when it becomes liquid and exigible, regardless of the date of the meeting of co-owners at which the expense was approved. The claim is liquid when it is determined or known, and it is exigible when it is due or claimable.

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



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(v18 09/2023)

14. CONDITIONS OF ACCEPTANCE

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

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

15. INTERPRETATION

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

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

16. SIGNATURES

ORGANISME D'AUTORÉGLÉMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

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

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

Initials of BROKER identified in clause 2.1.

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

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

Signed in _____,

Signed in _____,

on _____ DATE _____, at _____ : _____.

on _____ DATE _____, at _____ : _____.

SIGNATURE OF BUYER 1 OR HIS REPRESENTATIVE

SIGNATURE OF BUYER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

Signed in _____,

Signed in _____,

on _____ DATE _____, at _____ : _____.

on _____ DATE _____, at _____ : _____.

SIGNATURE OF BUYER 3 OR HIS REPRESENTATIVE

SIGNATURE OF BUYER 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS



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018 09/2023

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

The SELLER _____ this promise to purchase with the enhancements EA- _____ OR
"ACCEPTS" OR "REFUSES"

submits counter-proposal CP- _____.

Signed in _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

SIGNATURE OF SELLER 1 OR HIS REPRESENTATIVE

SIGNATURE OF SELLER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

Signed in _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

SIGNATURE OF SELLER 3 OR HIS REPRESENTATIVE

SIGNATURE OF SELLER 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

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

Signed in _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

SIGNATURE OF SELLER'S 1 SPOUSE

SIGNATURE OF SELLER'S 2 SPOUSE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

Signed in _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

SIGNATURE OF SELLER'S 3 SPOUSE

SIGNATURE OF SELLER'S 4 SPOUSE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

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

Signed in _____,

on _____, at _____ : _____ .
DATE

SIGNATURE OF BUYER 1 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,

on _____, at _____ : _____ .
DATE

SIGNATURE OF BUYER 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,

on _____, at _____ : _____ .
DATE

SIGNATURE OF BUYER 3 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,

on _____, at _____ : _____ .
DATE

SIGNATURE OF BUYER 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS



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PPD 00001

(v18 09/2023)



MANDATORY FORM
DECLARATIONS BY THE SELLER OF THE IMMOVABLE
DIVIDED CO-OWNERSHIP

NOTE – This form is for a residential immovable held in divided co-ownership. It must be used when a brokerage contract for the sale of a fraction of a chiefly residential immovable held in divided co-ownership is signed with an individual.

THE DECLARATIONS ON THIS FORM ARE IMPORTANT.

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

This form enables the seller to:

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

This form enables the buyer to:

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

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

The declarations herein pertain to the private portion (D1 to D13) and the common portions (D14) of the immovable held in co-ownership.

To supplement this form, a request for information can be forwarded by the real estate broker to the manager of the syndicate of co-owners, using the *Request for information to the syndicate of co-owners (RIS)* form.

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

Brokerage contract: BC - Promise to purchase: PP -

D1. IDENTIFICATION OF THE PRIVATE PORTION

D1.1 The declarations herein pertain to the private portion of the immovable held in divided co-ownership located at:

ADDRESS

D2. GENERAL INFORMATION

- D2.1 Who is responsible for managing co-ownership? _____ self-management external management don't know
- D2.2 What is the amount of monthly common expenses pertaining to the private portion? \$ _____ don't know
- D2.3 According to the type of co-ownership, how many syndicates are there? 1 syndicate 2 syndicates don't know
- D2.4 Is there a contingency fund? _____ yes no
- D2.5 Is there a self-insurance fund? _____ yes no
- D2.6 Does the syndicate of co-owners have an asset management plan (contingency fund survey and a maintenance log)? _____ yes no
- D2.7 In what year did you acquire your private portion? _____

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- D2.8** Do you live in your private portion? yes no
If so, since when: _____
- D2.9** If you answered “no” to the previous question, are you currently leasing your private portion? yes no
If so, answer the following sub-questions:
- a) Rent currently brings in at least _____ dollars
(\$ _____) year month.
- b) Is it a short-term rental (less than 30 days)? yes no
- c) A tenant’s spouse can protect their right to occupy the dwelling through a notice of family residence.
Have you received such notice? yes no
- d) Have you received a notice that may have an impact on a lease (notice of termination, abandonment of a dwelling, sublease or other)? yes no
- e) Does the tenant benefit from advantages that are not indicated in writing in the lease? yes no
- f) Do you have any proceedings pending before the Administrative Housing Tribunal (or any other tribunal) in relation to this private portion? yes no
- g) Is there any tenant or a spouse of a tenant aged 70 or over AND who has been living in his dwelling for 10 years or more? yes no
NOTE: Some restrictions may apply to evict this tenant and his spouse or repossess his dwelling.
- h) Are there any restrictions on the lease of your private portion?
(e.g. tourist or short-term rental or other: _____) yes no
- For the following questions, to your knowledge:**
- D2.10** Has your private portion ever been left unoccupied for a long period (e.g. over 90 days)? yes no
- D2.11** Was your private portion ever leased? yes no
If so, indicate the leasing periods: _____
- D2.12** What is the year of construction of the immovable? _____ don’t know
- D2.13** Is your private portion affected by hypothecs, servitudes, encroachments or other charges (right of use, usufruct or other)? yes no
- D2.14** Has your private portion ever been the subject of a notice of non-compliance from a competent authority or from an insurer with which you have not complied? yes no
- D2.15** Is your private portion still covered by a new home warranty?
If so, do you have the warranty documents? yes no
- D2.16** Are telecommunications services available in the area where your private portion is located? yes no
If yes, specify which ones: Internet telephone cellular network cable
- D2.17** Is your private portion equipped with the following safety devices?
a) sprinklers don’t know yes no
b) smoke detectors don’t know yes no
c) carbon monoxide detector don’t know yes no
d) other (e.g. intercom, alarm system, water leak detection system, etc.): _____
- D2.18** Are there systems or devices that are for common use? yes no
If so, specify: heating elevator air conditioning water heater electricity telephone/cable other: _____
- D2.19** Are there common services? yes no
If so, specify the type:
 access ramp exercise room community room pool spa/sauna patio other: _____
If so, are there membership fees that are not included in the common expenses? Cost: \$ _____ yes no
- D2.20** Does your private portion have charging stations for electric cars? yes no
If so, what are the terms and conditions of use of the station (e.g. private station, paying user, or other):

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D3. DAMAGE CAUSED BY WATER

To your knowledge:

D3.1 Have there ever been water infiltrations? yes no

If so, where?

 basement or crawl space roof patio balcony solarium skylight door window chimney other: _____D3.2 Has there ever been damage caused by a water leak? yes no

If so, where?

 basement or crawl space dishwasher washing machine refrigerator water heater toilet shower bath other: _____If so, did you inform your syndicate of co-owners? yes no**D4. LAND (SOIL)**

To your knowledge:

 not applicable for the private portionD4.1 Has your private portion ever been affected by soil problems? yes no

If so, what problems?

 landslides subsidence land movement soil instability other: _____D4.2 Has foundation stabilization work been carried out? yes no

If so, what work?

 piles below-grade work other: _____D4.3 Has there ever been a spill or leak of a product into the soil, or has a product ever contaminated the soil? yes no

If so, what product?

 fuel oil oil lead mercury other: _____

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- D4.4 Has there ever been any surface or underground tank of fuel oil or oil? yes no
- D4.5 Have earthworks ever been performed? yes no
 If so, what work?
 backfill
 removal or filling of a swimming pool
 retaining wall
 other: _____
- D4.6 Does water accumulate periodically on the land? yes no
- D4.7 Has there ever been yellowish or reddish water on the land or in the ditch? not applicable yes no
- D4.8 Has there ever been iron ochre deposit in the soil? not applicable yes no
- D4.9 Is there information indicating that the your private portion is located on a former dump or landfill site? yes no
 If so, indicate the source of this information: _____

D5. BASEMENT AND FOUNDATION

- To your knowledge: not applicable for the private portion
- D5.1 What is the type of foundation?
 stone
 wood
 concrete block
 concrete
 don't know
 other: _____
- D5.2 Has there ever been a spill of a product in the basement or crawl space? yes no
 If so, what is it?
 fuel oil
 oil
 mercury
 other: _____
- D5.3 Has the basement or the crawl space ever been affected by problems? yes no
 If so, what problems?
 foundation cracks
 rot
 other: _____

D6. INTERIOR AIR QUALITY

- To your knowledge: not applicable for the private portion
- D6.1 Has there ever been major and regular condensation in winter? yes no
 If so, where?
 windows
 solariums
 walls
 ceilings
 French window
 other: _____

- D6.2** Has there ever been any unpleasant odour? yes no
 If so, what odour?
 sewer
 dampness
 gas
 fuel oil
 other: _____
- D6.3** Have there ever been traces of mould, rot or fungi? yes no
 If so, where?
 windows
 solariums
 walls
 ceilings
 French window
 other: _____
- D6.4** Have products that may contain asbestos ever been used? yes no
 If so, specify:
 vermiculite
 tiles
 ceilings
 partitions
 pipe insulation
 other: _____

D7. ROOF

To your knowledge:

not applicable for the private portion

- D7.1** In what year was the roof covering installed? _____ don't know
- D7.2** Do you have documents evidencing the replacement of the roof covering? yes no
- D7.3** Have there ever been regular ice accumulation or icicles hanging from the roof? yes no
- D7.4** What type of roof covering is installed? don't know
 asphalt shingles
 cedar shingles
 bitumen and gravel
 elastomeric membrane
 sheet metal
 other: _____
- D7.5** Does the roof require regular maintenance? don't know yes no
 If so, how often? _____
- D7.6** What type of insulation is in the attic? don't know
 mineral wool
 vermiculite
 urethane
 other: _____

D8. PLUMBING AND DRAINAGE**To your knowledge:**

D8.1 Have there ever been plumbing-related problems? yes no

If so, which ones?

- water leak
- marked variations in water pressure or flow
- freezing pipe
- rusty water
- odour
- drainage problems
- backup
- abnormal noise
- other: _____

D8.2 Does your private portion have a sump or a water retention pit? not applicable for the private portion yes no

If so, has there ever been rusty water or yellowish or reddish deposit in the sump or in the pit? don't know yes no

D8.3 Does your private portion have a sump pump? not applicable for the private portion yes no

If so, answer the following sub-questions:

a) How often does the sump pump operate? _____ don't know

b) In what year was the sump pump installed? _____ don't know

D8.4 Does the immovable have a French drain? don't know yes no

If so, is there a system that allows access to the French drain to inspect it and clean it? yes no

D8.5 Have modifications been made to plumbing drains or the foundation drain? not applicable for the private portion yes no

D8.6 Water heater:

a) In what year was/were the water heater(s) installed? _____ don't know

b) Is it or are they leased? yes no

c) What is the leasing cost? \$ _____ don't know

d) Specify if the water heater(s) servicing the private portion is/are for common use or exclusive use.

D8.7 Does your private portion have a water softener or water filtration system? yes no

D8.8 Is the immovable serviced by the municipal water supply? yes no

If so, answer the following sub-questions:

a) Is your private portion connected to the municipal water supply? yes no

b) Has the municipal water main ever been changed, repaired or moved? yes (indicate the year _____) no

c) Is it a source that supplies drinking water? yes no

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

D8.9 Is the immovable supplied with water by a source other than the municipal water supply? yes no

If so, answer the following sub-questions:

a) What is the source of the water supply?

- artesian well
- tubular well
- surface well
- well point
- spring tapping
- other: _____

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



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- c) Do you have documents certifying the quality and quantity of water for this source? yes no
- d) Have there ever been problems with the quality or quantity of water of this source? yes no
- D8.10** Is the immovable serviced by the municipal sewer system? yes no
If so, is your private portion connected to the municipal sewer system? yes no
- D8.11** Does the immovable have a sewage disposal system other than the municipal sewer system? yes no
If so, answer the following sub-questions:
- a) What type of system does your private portion have?
 septic tank with weeping field
 sealed septic tank
 septic tank with leaching field
 other: _____
- b) Do you have a plan showing the location of the system? yes no
- c) How many bedrooms is the system designed for? _____
- d) In what year was this system installed? _____ don't know
- e) Do you have documents evidencing the features, compliance status and year of installation of the system? yes no
- f) Is the system emptied by the municipality? yes no
- g) When was the system last emptied (date)? _____ don't know
- h) Do you have documents evidencing that the system is always emptied and maintained? yes no
- i) Have you ever received a notice of non-compliance regarding your sewage disposal system? yes no
- D8.12** Have there ever been problems with the sewage disposal system? yes no
If so, which ones?
 odour
 overflowing
 other: _____
- D8.13** Is your private portion equipped with a backflow valve (to prevent sewer and rainwater backups)? don't know yes no

D9. ENERGY

To your knowledge:

- D9.1** Is your private portion serviced by power utilities? yes no
If so, is your private portion connected to these power utilities? yes no
- D9.2** Have there ever been electrical problems (light blinking abnormally, fuse or circuit breaker that blows or trips repeatedly, defective outlet or switch or other)? yes no
- D9.3** Is your private portion serviced by natural gas services? yes no
If so, is your private portion connected to these services? yes no
- D9.4** Have there ever been gas-related problems? yes no
If so, which ones?
 yellow or orange flame
 leak
 irregular supply
 odour
 other: _____
- D9.5** Does your private portion have an integrated generator? not applicable for the private portion yes no
If so, have there ever been problems related to the generator? yes no
- D9.6** Has the electrical panel ever been replaced? yes no
If so, in what year? _____



- D9.7** Did your private portion receive an energy efficiency certification? yes no
 If so, answer the following sub-questions:
 a) What certification is it? Novoclimat certification Energy rating Green house LEED other: _____
 b) When was this certification obtained? _____ don't know
- D9.8** Does the immovable have a system that improves energy efficiency? yes no
 If so, which one?
 wind turbine
 solar panel
 other: _____

D10. HEATING, AIR CONDITIONING AND VENTILATION

To your knowledge:

- D10.1** What type of energy does the main heating system use?
 fuel oil
 electricity
 natural gas
 wood
 geothermal
 other: _____
- D10.2** Does the heating system include a furnace? yes no
- D10.3** What is the year of installation of the furnace or the main components of the heating system? _____ don't know
- D10.4** Does the heating system include an oil tank? yes no
 If so, in what year was it installed? _____ don't know
- D10.5** Does your private portion have heated floors or ceilings? yes no
 If so, in what year were they installed? _____ don't know
- D10.6** Do you have a maintenance contract for the heating system? yes no
- D10.7** Have there ever been problems with the heating system? yes no
- D10.8** Are certain rooms difficult to heat? yes no
 If so, which ones: _____
- D10.9** Does your private portion have a heat pump (air conditioning AND heating)? yes no
 If so, answer the following sub-questions:
 a) Is it a wall-mounted or central heat pump? _____
 b) In what year was it installed? _____ don't know
 c) Do you have documents evidencing the features and year of installation of the device? yes no
 d) Do you have a maintenance contract for the heat pump? yes (indicate the date of the last maintenance: _____) no
 e) Have there ever been problems with the device? yes no
 If so, did you inform your syndicate of co-owners? yes no
- D10.10** Does your private portion have a permanent air conditioning system? yes no
 If so, answer the following sub-questions:
 a) Is it a wall-mounted or central air conditioning system? _____
 b) In what year was it installed? _____ don't know
 c) Do you have documents evidencing the features and year of installation of the device? yes no
 d) Do you have a maintenance contract for the air conditioning system? yes (indicate the date of the last maintenance: _____) no

- e) Have there ever been problems with the air conditioning system? yes no
If so, did you inform your syndicate of co-owners? yes no
- D10.11** Does your private portion have an air exchanger? not applicable for the private portion yes no
If so, answer the following sub-questions:
- a) In what year was it installed? _____ don't know
- b) Do you have documents evidencing the features and year of installation of the air exchanger? yes no
- c) Do you have a maintenance contract for the air exchanger? yes (indicate the date of the last maintenance: _____) no
- d) Have there ever been problems with the air exchanger? yes no
If so, did you inform your syndicate of co-owners? yes no
- D10.12** Does your private portion have a geothermal system? not applicable for the private portion yes no
If so, answer the following sub-questions:
- a) In what year was the system installed? _____ don't know
- b) Have there ever been problems with the geothermal system? yes no
If so, did you inform your syndicate of co-owners? yes no
- c) Is the geothermal system certified by the Canadian Coalition of Geothermal Energy (CCGE)? yes (indicate the certificate number: _____) no
- D10.13** Does your private portion have a supplemental heating device? not applicable for the private portion yes no
If so, answer the following sub-questions:
- a) What is the type of device?
 stove
 fireplace
 other: _____
- b) What is the energy source used by this device?
 fuel oil
 electricity
 natural gas
 wood
 propane
 granules
 other: _____
- c) Do you have documents evidencing the features and year of installation of the device? yes no
- d) In what year was it installed? _____ don't know
- e) How often is the device used? _____ don't know
- f) Have there ever been problems with the supplemental heating system? yes no
If so, did you inform your syndicate of co-owners? yes no
- g) Does it comply with applicable regulations? yes no
- D10.14** Does the main or supplemental heating system include a chimney? yes no
If so, answer the following sub-questions:
- a) When was the chimney last swept (date)? _____ don't know
- b) How often is the chimney swept? _____ don't know
- c) Who handles the sweeping? owner syndicate don't know
- d) Do you have documents evidencing the features and year of installation of the chimney? yes no
- e) Does it comply with applicable regulations? yes no

D11. UNDESIRABLE ANIMALS (VERMIN)**To your knowledge:**

D11.1 Have there ever been insects or vermin inside your private portion? yes no

If so, answer the following sub-questions:

a) Which insects or animals?

carpenter ants

mice

rats

bedbugs

bats

other: _____

b) If so, did you inform your syndicate of co-owners? yes no

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

D12. INSPECTION AND OTHER EXPERT REPORTS**To your knowledge:**

D12.1 Has your private portion ever been inspected? yes no

If so, can you provide these reports? yes no

If not, why? _____

D12.2 In addition to those already mentioned, have there ever been any other tests or expert evaluations done on your private portion (pyrite, pyrrhotite, radon, ochre deposits, Urea-formaldehyde foam insulation [UFFI], asbestos, air quality, water quality or flow, foundation drain or other)? yes no

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

If not,

a) why? _____

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

D13. OTHER INFORMATION**To your knowledge:**

D13.1 In addition to those already mentioned, has your private portion ever sustained damage following events such as ice storm, wind storm, flood, fire or other? yes no

D13.2 Have major work or renovations ever been done to your private portion in addition to those already mentioned (e.g. modifications to room division, replacement of floor covering)? yes no

If so, describe these works in section D15 and answer the following sub-questions:

a) Have drawings and specifications been prepared for this work? yes no

b) Did you obtain the necessary permits to carry out such work? yes no

c) Did you obtain the authorizations required from the syndicate to carry out such work? yes no

D13.3 Has an insurance company ever refused to insure your private portion in whole or in part? yes no

D13.4 Has an insurance company ever refused a claim for damage sustained to your private portion? yes no

D13.5 Beyond the limits of federal and provincial legislation, if applicable, have cannabis, drugs, chemicals or hazardous products ever been produced or grown inside your private portion? yes no

D13.6 Has there ever been a suicide or violent death in your private portion? yes no

D13.7 In addition to those mentioned above, could other factors have an impact on the value of your private portion, the income generated thereby, the expenses relating thereto and use thereof? yes no



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D14. COMMON PORTIONS

Special restrictions may affect an immovable. These types of restrictions are called "restrictions of public law that are exceptions to ordinary law."

- D14.1** Are the common portions affected by restrictions of public law that are exceptions to ordinary law apart from what is mentioned in the declaration of co-ownership? don't know yes no
- Immovable located in a flood risk area; yes no
 - Urban planning by-laws limit the use that can be made of the immovable (zoning, subdivision, construction, conditions for obtaining a permit or other); yes no
 - Immovable located within an airport zone; yes no
 - Immovable is subject to a heritage protection law or regulation; yes no
 - Immovable located in an agricultural zone; yes no
 - Restrictions related to environment protection laws apply to the immovable; yes no
 - Immovable located in a land movement risk area; yes no
 - If other, specify: _____ .
- D14.2** Do the common portions conform to the laws and regulations relating to environmental protection? don't know yes no
If not, has the situation been remedied? don't know yes no
- D14.3** Which insurance company insures the common portions? _____ don't know
- D14.4** Is the immovable equipped with the following safety devices?
- a) sprinklers don't know yes no
 - b) smoke detectors don't know yes no
 - c) carbon monoxide detector don't know yes no
 - d) generator don't know yes no
 - e) other (e.g. intercom, guards, camera, alarm system, water leak detection system, etc.): _____ don't know yes no
- D14.5** Do the common portions have charging stations for electric cars? don't know yes no
If so, what are the terms and conditions of use of these stations (e.g. regulated use, paying user, or other)?

- D14.6** Are there or have there ever been problems relating to the following?
- a) land (soil) don't know yes no
 - b) infiltration don't know yes no
 - c) building basement (including crawl space) don't know yes no
 - d) interior air quality don't know yes no
 - e) roof don't know yes no
 - f) plumbing and drainage don't know yes no
 - g) other: _____ don't know yes no
- D14.7** Has the syndicate of co-owners used the services of an exterminator? don't know yes no
- D14.8** Have major works or renovations ever been done to the common portions other than those already mentioned (e.g. modifications to the structure of the building, major renovations, replacement of windows, etc.)? don't know yes no
- D14.9** In addition to those mentioned above, could other factors have an impact on the value of the common portions, the income generated thereby, the expenses relating thereto and use thereof? don't know yes no
- D14.10** Are there any special assessments that have been voted but are not yet payable or will such assessments be expected? don't know yes no
- Any major work or renovations done to the common portions not specifically covered by a question on this form must be reported under section D15.**



D16. SIGNATURES

ORGANISME D'AUTORÉGLEMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

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

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

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

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

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

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

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

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

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

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

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

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

SELLER 1 OR HIS REPRESENTATIVE - SIGNATURE

SELLER 2 OR HIS REPRESENTATIVE - SIGNATURE

WITNESS - LAST NAME AND FIRST NAME (PLEASE PRINT)

WITNESS - LAST NAME AND FIRST NAME (PLEASE PRINT)

WITNESS - SIGNATURE

WITNESS - SIGNATURE

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

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

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

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

SELLER 3 OR HIS REPRESENTATIVE - SIGNATURE

SELLER 4 OR HIS REPRESENTATIVE - SIGNATURE

WITNESS - LAST NAME AND FIRST NAME (PLEASE PRINT)

WITNESS - LAST NAME AND FIRST NAME (PLEASE PRINT)

WITNESS - SIGNATURE

WITNESS - SIGNATURE



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(1/4 - 03/2023)

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

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

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

BUYER 1 OR HIS REPRESENTATIVE - SIGNATURE

WITNESS - LAST NAME AND FIRST NAME (PLEASE PRINT)

WITNESS - SIGNATURE

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

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

BUYER 2 OR HIS REPRESENTATIVE - SIGNATURE

WITNESS - LAST NAME AND FIRST NAME (PLEASE PRINT)

WITNESS - SIGNATURE

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

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

BUYER 3 OR HIS REPRESENTATIVE - SIGNATURE

WITNESS - LAST NAME AND FIRST NAME (PLEASE PRINT)

WITNESS - SIGNATURE

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

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

BUYER 4 OR HIS REPRESENTATIVE - SIGNATURE

WITNESS - LAST NAME AND FIRST NAME (PLEASE PRINT)

WITNESS - SIGNATURE





MANDATORY FORM
EXCLUSIVE BROKERAGE CONTRACT – SALE
FRACTION OF A CHIEFLY RESIDENTIAL IMMOVABLE
HELD IN DIVIDED CO-OWNERSHIP

NOTE – This form is to be used when an exclusive brokerage contract for a fraction of a chiefly residential immovable held in divided co-ownership is signed with a natural person. In this form, unless the context indicates otherwise, “immovable” means the fraction of the immovable held in co-ownership.

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

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

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

MANDATORY INFORMATION ON THE NON-EXCLUSIVE BROKERAGE CONTRACT – SALE

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

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

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

1. IDENTIFICATION OF THE PARTIES

IDENTIFICATION OF THE AGENCY OR BROKER

<p>NAME OF AGENCY OR BROKER</p> <p><input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL</p> <p>_____</p> <p>REPRESENTED BY</p> <p>Licence number: <input type="text"/></p> <p><input type="checkbox"/> carrying on activities within the following business corporation:</p> <p>NAME OF BUSINESS CORPORATION</p>	<p>NAME OF AGENCY OR BROKER</p> <p><input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL</p> <p>_____</p> <p>REPRESENTED BY</p> <p>Licence number: <input type="text"/></p> <p><input type="checkbox"/> carrying on activities within the following business corporation:</p> <p>NAME OF BUSINESS CORPORATION</p>
--	--

(hereinafter called “the AGENCY” or “the BROKER”)

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1.2 If the SELLER is represented, indicate:

Nature of relationship between SELLER 1 and his representative:

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

For SELLER 1, indicate:

Date of birth: | | |
YEAR MONTH DAY

Profession or principal activity: _____

Nature of relationship between SELLER 3 and his representative:

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

For SELLER 3, indicate:

Date of birth: | | |
YEAR MONTH DAY

Profession or principal activity: _____

Nature of relationship between SELLER 2 and his representative:

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

For SELLER 2, indicate:

Date of birth: | | |
YEAR MONTH DAY

Profession or principal activity: _____

Nature of relationship between SELLER 4 and his representative:

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

For SELLER 4, indicate:

Date of birth: | | |
YEAR MONTH DAY

Profession or principal activity: _____

2. OBJECT AND TERM OF CONTRACT

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

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

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

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

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

3. SUMMARY DESCRIPTION OF THE IMMOVABLE

3.1 The immovable is designated as follows:

NUMBER STREET APARTMENT CITY PROVINCE POSTAL CODE

CADASTRAL DESCRIPTION OF PRIVATE PORTIONS

OF PARKING SPACE

OF STORAGE SPACE

 m ft m² ft²

DIMENSIONS OF PRIVATE PORTIONS

AREA OF PRIVATE PORTION AS PER CADASTRAL PLAN

and all related rights in common portions: _____ ;

SHARE OF COMMON PORTIONS

CADASTRAL DESCRIPTION OF COMMON PORTIONS

the immovable includes:

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

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_____ storage space(s), number(s) _____ private portion common portion for restricted use
 other: _____ indoor outdoor
 (hereinafter called "the IMMOVABLE")

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

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

4.2 The IMMOVABLE is not subject OR is subject to the Goods and Services Tax and the Québec Sales Tax.
 The SELLER shall inform the AGENCY or the BROKER without delay of the proportion in which the IMMOVABLE is subject to the Goods and Services Tax and the Québec Sales Tax.

4.3 Existing loans: _____
 The costs relating, in particular, to the repayment and cancellation of any debt secured by hypothec, prior claim or any other real right affecting the IMMOVABLE shall be borne by the SELLER.
 The costs relating to repayment include any penalty payable for early repayment.

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

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

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

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

Water heater _____ Alarm system _____

Propane tank _____

Other _____

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

4.8 There will be no adjustment relating to the contingency fund or other fund of the syndicate of co-owners. There will be adjustments relating to common expenses payable periodically.

5. SIGNING OF THE DEED OF SALE AND OCCUPANCY

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

5.2 Date or time frame for occupancy: _____

6. INFORMATION LISTING SERVICES

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

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

OR

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

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

7. REMUNERATION

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

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

OR

a lump sum of: _____ dollars

(\$ _____) plus applicable taxes;

1. where an agreement concerning the sale of the IMMOVABLE is concluded during the term of this contract, whether through the AGENCY or BROKER or not, and all conditions thereof are fulfilled, except the signing of the deed of sale and the payment of the purchase price; or

2. where a promise to purchase conforming to the conditions of sale provided for in this contract is submitted to the SELLER during the term of this contract and the SELLER refuses it; or
3. where a sale takes place within 180 days following the end or termination date of this contract with a person who was interested in the IMMOVABLE during the term of this contract, unless, during this period, the SELLER concluded in good faith with another agency or another broker a contract stipulated to be exclusive for the sale of the immovable; or
4. where the SELLER voluntarily prevents the performance of this contract.
- 7.2 The SELLER recognizes the AGENCY's or the BROKER's right to share its remuneration with another agency or another broker collaborating in the sale, even though such agency or broker has no link with the SELLER. The AGENCY or the BROKER shall be deemed to have assigned all or part of its claim to a collaborating agency or broker as of the date of conclusion of the agreement for the sale of the IMMOVABLE, all conditions of which having been fulfilled, except the signing of the deed of sale and the payment of the purchase price.
- 7.3 The AGENCY or the BROKER agrees to collaborate with any other agency or broker upon request, including by sharing its remuneration, according to the following conditions, in order to ensure the successful completion of the sale referred to in this contract.
- In this regard, shared remuneration terms that are unreasonable towards other agencies or brokers could reduce their interest in proposing the IMMOVABLE to their clients.
- Consequently, in the event where an agency or broker collaborates in the sale, the AGENCY or the BROKER undertakes to pay, from the sum due to him under this contract:

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

OR

a sum of: _____ dollars

(\$ _____) plus applicable taxes.

- 7.4 The AGENCY or the BROKER shall not be entitled to remuneration in the following cases:
1. if the AGENCY or the BROKER acquires an interest in the IMMOVABLE, or if the broker representing the AGENCY for the purpose of this contract acquires an interest in the IMMOVABLE:
 - a) for himself;
 - b) for a partnership or legal person controlled by him.
- OR
2. if one of the following persons or partnerships acquires an interest in the IMMOVABLE:
 - a) the married, civil union or de facto spouse of the BROKER or of the broker representing the AGENCY;
 - b) a legal person or a partnership controlled by the married, civil union or de facto spouse of the BROKER or of the broker representing the AGENCY.
- OR
3. if, through the buyer's fault, the deed of sale is not signed or the purchase price is not paid.

8. DECLARATIONS AND OBLIGATIONS OF THE SELLER

8.1 The SELLER declares that:

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

8.2 The SELLER declares not to have received OR to have received a notice of special assessment from the syndicate of co-owners.

8.3 The SELLER declares not to have received OR to have received a notice of violation from the syndicate of co-owners that could have consequences for the BUYER.



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- 8.4 During the term of this contract, the SELLER undertakes not to, directly or indirectly:
1. offer the IMMOVABLE for sale through a person other than the AGENCY or BROKER;
 2. become party to an agreement for the sale or exchange of the IMMOVABLE other than as a result of the services of the AGENCY or the BROKER;
 3. become party to an agreement to lease the IMMOVABLE under conditions that would result in preventing the sale from taking place.
- 8.5 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, the following documents in his possession: purchase contract and any other title of ownership, inspection report and any other expert report, most recent tax statement and receipts, insurance documents, declaration of co-ownership including the by-law of the immovable and any amendments thereto, minutes of meetings of the co-owners and of board meetings for the last _____ years, insurance policy covering the entire co-ownership, description of the private portion or, if applicable, that of the private portion of the reference unit, documents and information relating to the self-insurance fund, financial statements of the co-ownership, including statement of sums deposited in the contingency fund, statement of debts and claims of the co-ownership and budget forecast for the current year, list of alterations or improvements made to the IMMOVABLE, asset management plan, including planned work, certificate of condition of the immovable, leases and documents pertaining to the dwellings allowing the income and expenses of the IMMOVABLE to be calculated, documents pertaining to appliances and equipment to be taken over by the buyer, deeds of assignment of leases, staking plan, water analysis, soil analysis, environmental report, plan, movable property inventory, service and employment contracts, permit, proxy and, generally, any document concerning the IMMOVABLE, including any that may be required for adjustment purposes at the time of the sale.
- Also, the SELLER gives the express mandate to the AGENCY or the BROKER to obtain from the syndicate of co-owners, on his behalf, any documentation pertaining to the IMMOVABLE that the AGENCY or the BROKER shall deem useful.
- The SELLER shall keep the AGENCY or the BROKER informed of any change that comes to his attention relating to information obtained from the syndicate of co-owners.
- 8.6 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, all loan documents pertaining to the IMMOVABLE and the deeds of loan and hypothecary rights, including any penalty related thereto.
- 8.7 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, a certificate of location of the entire co-ownership, including the private portion, or, failing this, a certificate of location of the private portion only:
- reflecting any operation, amendment or cadastral renovation;
 - reflecting the current physical state of premises (e.g. heat pump, terrace, fence, shed, swimming pool), restrictions of private law (e.g. servitude, real rights or other charges) and restrictions of public law (e.g. municipal by-laws).
- 8.8 If a portion of the IMMOVABLE is used as a family residence by the SELLER, or if required by his marital status, the SELLER shall remit to the AGENCY or the BROKER, upon request, either a document evidencing the consent of the married or civil union spouse and an undertaking by the spouse to intervene for the same purposes in the notarial deed of sale, or a copy of a judgment authorizing the SELLER to sell the IMMOVABLE without the consent and concurrence of the married or civil union spouse.
- 8.9 The SELLER shall keep the AGENCY or the BROKER informed of any change in his financial situation or any situation that could compromise the performance of this contract, including concerning his marital status.
- 8.10 The SELLER, who undertakes to take all necessary steps to this effect with the syndicate of co-owners, gives the AGENCY or the BROKER the exclusive right:
1. to show the IMMOVABLE at any reasonable time, with any appointment being arranged directly with the occupant of the premises. The AGENCY or the BROKER may allow other agencies or brokers to exercise this right in whole or in part;
 2. subject to the restrictions set out in clause 11.1 or any annex forming part of this contract, and subject to any regulation including any co-ownership by-law, to use any advertising and any signage he considers appropriate. The AGENCY or the BROKER may allow other agencies or brokers to exercise that right in whole or in part.

9. OBLIGATIONS OF THE AGENCY OR THE BROKER

- 9.1 In accordance with generally accepted practices, the AGENCY or the BROKER undertakes:
1. to perform the object of this contract loyally, diligently and competently;
 2. to submit to the SELLER, as soon as possible, any written promise to purchase received regarding the purchase, lease or exchange of the IMMOVABLE;
 3. to make the usual verifications, including regarding the information contained in any document used to describe the IMMOVABLE;
 4. to send to the SELLER without delay a copy of any document containing the information used to describe the IMMOVABLE referred to in this contract;
 5. to perform any normal marketing activity;
 6. not to use the word "sold" in any advertising, including advertising on a sign, unless an agreement for the sale of the IMMOVABLE has been concluded and all the conditions, except the signing of the deed of sale and the payment of the purchase price, have been fulfilled. It is understood that any sign posted on the IMMOVABLE shall be removed as soon as this contract ends or upon the signing of the deed of sale, whichever occurs first;

7. to inform the SELLER, in writing and without delay, of any interest that this AGENCY, this BROKER or the broker representing the AGENCY plans to acquire in the IMMOVABLE referred to in this contract and, before submitting a transaction proposal, to terminate this contract;
8. to inform the SELLER, in writing and without delay, of any remuneration agreement in his favour related to the object of the contract;
9. to disclose to the SELLER, in writing and without delay, the identity of any person or partnership owing him any remuneration in accordance with an agreement disclosed under sub-section 8, the nature of the relationship with such person or partnership, and the nature of the remuneration owed, if it is a non-monetary benefit;
10. to disclose to the SELLER, in writing and without delay, any sharing, other than that mentioned in clause 7.3, which he is planning to make of his remuneration, as well as the identity of the person or partnership receiving that share and, in the case of a non-monetary benefit, the nature of the compensation;
11. to use the information contained in this contract only in accordance with the terms and conditions stipulated in the contract or by law;
12. to notify the SELLER, in writing and without delay, in the following cases:
 - a) if there is a change in the address of his establishment;
 - b) if his licence is suspended or revoked, if he ceases his activities or if he is otherwise unable to continue to act;
 - c) where he is acting as AGENCY, if the broker representing the AGENCY with the SELLER ceases to act for this AGENCY or if the identity of the broker representing the AGENCY with the SELLER changes;
 - d) where he is acting as BROKER, whenever he ceases to act on his own account;
13. to honour any specific commitment made in 11.1;
14. to give a duplicate of this contract to the SELLER.

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

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

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

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

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

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

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

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

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

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

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

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

13. INTERPRETATION

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

14. CONCILIATION, MEDIATION AND ARBITRATION

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

15. SIGNATURES**PRIVACY PROTECTION**

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

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

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

ORGANISME D'AUTORÉGLÉMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

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

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

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

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

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

Signed in _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF SELLER 1 OR HIS REPRESENTATIVE

Signed in _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF SELLER 2 OR HIS REPRESENTATIVE



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(023 01/2023)

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

Signed in _____,

on _____, at _____ : _____.
DATE

SIGNATURE OF SELLER 3 OR HIS REPRESENTATIVE

Signed in _____,

on _____, at _____ : _____.
DATE

SIGNATURE OF SELLER 4 OR HIS REPRESENTATIVE

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

Signed in _____,

on _____, at _____ : _____.
DATE

SIGNATURE OF SELLER'S 1 SPOUSE

Signed in _____,

on _____, at _____ : _____.
DATE

SIGNATURE OF SELLER'S 2 SPOUSE

Signed in _____,

on _____, at _____ : _____.
DATE

SIGNATURE OF SELLER'S 3 SPOUSE

Signed in _____,

on _____, at _____ : _____.
DATE

SIGNATURE OF SELLER'S 4 SPOUSE

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MANDATORY FORM
NON-EXCLUSIVE BROKERAGE CONTRACT – SALE
FRACTION OF A CHIEFLY RESIDENTIAL IMMOVABLE
HELD IN DIVIDED CO-OWNERSHIP

NOTE – This form is to be used when a non-exclusive brokerage contract for a fraction of a chiefly residential immovable held in divided co-ownership is signed with a natural person. In this form, unless the context indicates otherwise, “immovable” means the fraction of the immovable held in co-ownership.

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

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

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

MANDATORY INFORMATION ON THE EXCLUSIVE BROKERAGE CONTRACT – SALE

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

SELLER 1	SELLER 2	SELLER 3	SELLER 4

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

1. IDENTIFICATION OF THE PARTIES

IDENTIFICATION OF THE AGENCY OR BROKER	
NAME OF AGENCY OR BROKER <input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account _____ _____ _____ _____ ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL _____ REPRESENTED BY Licence number: <input style="width: 80px;" type="text"/> <input type="checkbox"/> carrying on activities within the following business corporation: _____ NAME OF BUSINESS CORPORATION	NAME OF AGENCY OR BROKER <input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account _____ _____ _____ _____ ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL _____ REPRESENTED BY Licence number: <input style="width: 80px;" type="text"/> <input type="checkbox"/> carrying on activities within the following business corporation: _____ NAME OF BUSINESS CORPORATION
(hereinafter called “the AGENCY” or “the BROKER”)	



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1.2 If the SELLER is represented, indicate:

Nature of relationship between SELLER 1 and his representative:

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

For SELLER 1, indicate:

Date of birth: / /
YEAR MONTH DAY

Profession or principal activity: _____

Nature of relationship between SELLER 3 and his representative:

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

For SELLER 3, indicate:

Date of birth: / /
YEAR MONTH DAY

Profession or principal activity: _____

Nature of relationship between SELLER 2 and his representative:

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

For SELLER 2, indicate:

Date of birth: / /
YEAR MONTH DAY

Profession or principal activity: _____

Nature of relationship between SELLER 4 and his representative:

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

For SELLER 4, indicate:

Date of birth: / /
YEAR MONTH DAY

Profession or principal activity: _____

2. OBJECT AND TERM OF CONTRACT

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

This contract is not exclusive to the AGENCY or the BROKER; it is understood that the SELLER retains the right, during the term of the contract, to offer the immovable hereinafter described for sale through another agency or broker of his choice.

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

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

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

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

3. SUMMARY DESCRIPTION OF THE IMMOVABLE

3.1 The immovable is designated as follows:

NUMBER	STREET	APARTMENT	CITY	PROVINCE	POSTAL CODE

CADASTRAL DESCRIPTION OF PRIVATE PORTIONS	OF PARKING SPACE	OF STORAGE SPACE

DIMENSIONS OF PRIVATE PORTIONS	AREA OF PRIVATE PORTION AS PER CADASTRAL PLAN

and all related rights in common portions: _____ ;
SHARE OF COMMON PORTIONS CADASTRAL DESCRIPTION OF COMMON PORTIONS

the immovable includes:

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



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_____ storage space(s), number(s) _____ private portion common portion for restricted use
 other: _____ indoor outdoor
 (hereinafter called "the IMMOVABLE")

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

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

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

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

4.3 Existing loans: _____

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

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

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

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

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



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

Water heater _____ Alarm system _____

Propane tank _____

Other _____

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

4.8 There will be no adjustment relating to the contingency fund or other fund of the syndicate of co-owners. There will be adjustments relating to common expenses payable periodically.

5. SIGNING OF THE DEED OF SALE AND OCCUPANCY

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

5.2 Date or time frame for occupancy: _____

6. INFORMATION LISTING SERVICES

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

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

OR

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

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

7. REMUNERATION

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

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

OR

a lump sum of: _____ dollars

(\$ _____) plus applicable taxes;

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

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

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

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

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

OR

a sum of: _____ dollars

(\$ _____) plus applicable taxes.

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

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

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

OR

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

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

OR

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

8. DECLARATIONS AND OBLIGATIONS OF THE SELLER

- 8.1 The SELLER declares that:

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

- 8.2 The SELLER declares not to have received OR to have received a notice of special assessment from the syndicate of co-owners.

- 8.3 The SELLER declares not to have received OR to have received a notice of violation from the syndicate of co-owners that could have consequences for the BUYER.

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

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

- 8.6 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, the following documents in his possession: purchase contract and any other title of ownership, inspection report and any other expert report, most recent tax statement and receipts, insurance documents, declaration of co-ownership including the by-law of the immovable and any amendments thereto, minutes of meetings of the co-owners and of board meetings for the last _____ years, insurance policy covering the entire co-ownership, description of the private portion or, if applicable, that of the private portion of the reference unit, documents and information relating to the self-insurance fund, financial statements of the co-ownership, including statement of sums deposited in the contingency fund, statement of debts and claims of the co-ownership and budget forecast for the current year, list of alterations or improvements made to the IMMOVABLE, asset management plan, including planned work, certificate of condition of the immovable, leases and



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documents pertaining to the dwellings allowing the income and expenses of the IMMOVABLE to be calculated, documents pertaining to appliances and equipment to be taken over by the buyer, deeds of assignment of leases, staking plan, water analysis, soil analysis, environmental report, plan, movable property inventory, service and employment contracts, permit, proxy and, generally, any document concerning the IMMOVABLE, including any that may be required for adjustment purposes at the time of the sale.

Also, the SELLER gives the express mandate to the AGENCY or the BROKER to obtain from the syndicate of co-owners, on his behalf, any documentation pertaining to the IMMOVABLE that the AGENCY or the BROKER shall deem useful.

The SELLER shall keep the AGENCY or the BROKER informed of any change that comes to his attention relating to information obtained from the syndicate of co-owners.

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

9. OBLIGATIONS OF THE AGENCY OR THE BROKER

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



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- c) where he is acting as AGENCY, if the broker representing the AGENCY with the SELLER ceases to act for this AGENCY or if the identity of the broker representing the AGENCY with the SELLER changes;
 - d) where he is acting as BROKER, whenever he ceases to act on his own account;
13. to honour any specific commitment made in 11.1;
14. to give a duplicate of this contract to the SELLER.

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

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

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

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

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

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

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

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

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

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

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

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

11. OTHER DECLARATIONS AND CONDITIONS

11.1 _____



15. SIGNATURES

PRIVACY PROTECTION

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

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

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

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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 _____, at _____ : _____.
DATE

SIGNATURE OF AGENCY OR BROKER

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

SIGNATURE OF SELLER 1 OR HIS REPRESENTATIVE

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

SIGNATURE OF AGENCY OR BROKER

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

SIGNATURE OF SELLER 2 OR HIS REPRESENTATIVE

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

SIGNATURE OF SELLER 3 OR HIS REPRESENTATIVE

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

SIGNATURE OF SELLER 4 OR HIS REPRESENTATIVE

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

Signed in _____,

on _____, at _____ : _____.
DATE

SIGNATURE OF SELLER'S 1 SPOUSE

Signed in _____,

on _____, at _____ : _____.
DATE

SIGNATURE OF SELLER'S 2 SPOUSE

Signed in _____,

on _____, at _____ : _____.
DATE

SIGNATURE OF SELLER'S 3 SPOUSE

Signed in _____,

on _____, at _____ : _____.
DATE

SIGNATURE OF SELLER'S 4 SPOUSE

(v1 02/2023)



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