

NOTE – This form must be used when a brokerage contract is signed with a natural person to conclude the lease of a dwelling located in a chiefly residential immovable containing less than 5 dwellings.

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	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	ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL
REPRESENTED BY Licence number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	REPRESENTED BY Licence number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
<input type="checkbox"/> carrying on activities within the following business corporation: NAME OF BUSINESS CORPORATION	<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 LESSOR

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF LESSOR 1 AND HIS REPRESENTATIVE, IF APPLICABLE	NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF LESSOR 2 AND HIS REPRESENTATIVE, IF APPLICABLE
(hereinafter called "the LESSOR")	

1.1 The identity of the LESSOR was verified on _____ using the following document for:

LESSOR 1 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: / /

Profession or principal activity: _____

LESSOR 2 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: / /

Profession or principal activity: _____

1.2 If the LESSOR is represented, indicate:

Nature of relationship between LESSOR 1 and his representative:

Nature of relationship between LESSOR 2 and his representative:

RELATIONSHIP TO LESSOR (E.G. MANDATARY)

RELATIONSHIP TO LESSOR (E.G. MANDATARY)

For LESSOR 1, indicate:

For LESSOR 2, indicate:

Date of birth: _____
YEAR MONTH DAY

Date of birth: _____
YEAR MONTH DAY

Profession or principal activity: _____

Profession or principal activity: _____

2. OBJECT AND TERM OF THE CONTRACT

2.1 The LESSOR retains the exclusive services of the AGENCY or the BROKER to offer for lease and obtain an agreement for the leasing of the PREMISES hereinafter as described. This contract expires at 11:59 p.m. on _____ DATE

Failing a stipulation as to the date of expiry, this contract shall expire 30 days after its making.

Unless otherwise stipulated in 10.1, this contract can be terminated.

3. SUMMARY DESCRIPTION OF THE PREMISES

3.1 The immovable is designated as follows:

NUMBER STREET APPARTMENT CITY PROVINCE POSTAL CODE
CADASTRAL DESCRIPTION OF IMMOVABLE OR PRIVATE PORTION OF PARKING SPACE OF STORAGE SPACE
DIMENSIONS _____ AREA _____
 m ft m² ft²

The immovable held in divided co-ownership includes:

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

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

A _____ % share of the immovable designated above is held in undivided co-ownership with exclusive use of:

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

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

AREA OF SHARE HELD IN UNDIVIDED CO-OWNERSHIP gross net as per the certificate of location
 m² ft²

(hereinafter called "the PREMISES")

4. RENT AND LEASING CONDITIONS

4.1 The asking rent is: _____ dollars
(\$ _____) per week per month other : _____ ,
for a total amount of _____ dollars (\$ _____) for
the entire term of the lease in case of a fixed-term lease.

4.2 Term of the lease of the PREMISES: _____ months year(s).

4.3 Date of occupancy of the PREMISES: As of _____
DATE

4.4 Use of the PREMISES (e.g. residence only or other): _____

4.5 INCLUSIONS – Included in the lease are the following items: _____

which must be in good working order for the term of the lease.

4.6 EXCLUSIONS – Excluded from the lease are the following items: _____

4.7 Indicate below the service fees or taxes to be assumed by the prospective lessee (e.g. connected alarm system, snow removal contract, electricity, heating, water tax, etc.):

5. INFORMATION LISTING SERVICES

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

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

OR

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

5.2 The AGENCY or the BROKER shall begin the marketing of the PREMISES and the performance of this contract only once the PREMISES are listed on these services, unless written instructions to the contrary are given by the LESSOR.

6. REMUNERATION (PLUS TAXES)

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

_____ percent (_____ %) of the total amount of the rent established for the lease or the total amount of the rent indicated in 4.1;

OR

a lump sum of: _____ dollars
(\$ _____);

1. except if no lease is signed through the lessee's fault, where an agreement to lease the PREMISES is concluded during the term of the contract, whether through the AGENCY or BROKER or not, and all conditions thereof are fulfilled, except the signing of the lease; or
2. where a promise to lease conforming to the conditions of lease provided for in this brokerage contract is submitted to the LESSOR during the term of this contract and the LESSOR refuses it; or
3. where a leasing agreement for the PREMISES occurs within 180 days following the expiry date of this contract with a person who was interested in the PREMISES during the term of the contract, unless, during that period, the LESSOR concluded in good faith with another agency or broker a contract stipulated to be exclusive for the leasing of the PREMISES;
4. where the LESSOR voluntarily prevents the free performance of this contract.

6.2 Any tax that may be imposed as a result of services rendered by the AGENCY or the BROKER shall be added to the remuneration provided for in this contract and shall be paid by the LESSOR to the AGENCY or the BROKER in accordance with applicable tax provisions.

6.3 The LESSOR recognizes the AGENCY's or the BROKER's right to share his remuneration with another agency or broker collaborating in the transaction, even if such agency or broker has no link with the LESSOR. The AGENCY or the BROKER shall be deemed to have assigned all or part of his claim to a collaborating agency or broker as of the date of acceptance of the agreement for the leasing of the PREMISES, all conditions of which having been fulfilled, except the signing of the lease.

6.4 The AGENCY or the BROKER agrees to collaborate with any other agency or broker upon request, including by sharing his remuneration, according to the following conditions, in order to ensure the successful completion of the transaction 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 PREMISES to their clients.

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

_____ percent (_____ %) of the total amount of the rent established;

OR

a sum of: _____ dollars
(\$ _____).

6.5 The AGENCY or the BROKER shall not claim remuneration from the LESSOR in the following cases:

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

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

OR

2. if one of the following persons acquires an interest in the PREMISES, including the leasing of the latter:

- 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.

7. DECLARATIONS AND OBLIGATIONS OF THE LESSOR

7.1 The LESSOR declares that, unless stipulated otherwise in 10.1 or in any Annex forming an integral part of this contract:

1. he is solely responsible for verifying the solvency of any potential lessee;
2. he is not aware of any restrictions relating to the leasing of PREMISES;
3. he is not aware of any factor relating to the PREMISES that is liable to significantly reduce the value thereof or the income generated thereby, increase the expenses related thereto or restrict the use thereof;
4. he has not received any notice of non-compliance from a competent authority or an insurer with which he has not complied;
5. the PREMISES or the immovable where they are located are serviced by and connected to municipal water and sewer services;
6. he is the sole owner of the PREMISES, or is duly authorized to sign this contract and to accept any agreement to lease the PREMISES;
7. the PREMISES or the immovable where they are located are not the subject of another brokerage contract with another broker or agency, of any agreement to sell, exchange or lease the PREMISES, or of a lease containing a right of first refusal in favour of a third party;
8. there is no exclusivity clause which could harm the use of the PREMISES mentioned in 4.4;
9. he has obtained the necessary authorizations from the lessees of the PREMISES to relay information about them;
10. the PREMISES may be used for the purpose for which they are leased and he will maintain them as such for the entire term of the lease.

7.2 During the term of this contract, the LESSOR agrees not to, whether directly or indirectly

1. offer the PREMISES for lease on his own or through a person other than the AGENCY or the BROKER;
2. become party to an agreement concerning the sale, exchange or lease of the PREMISES other than through the AGENCY or the BROKER.

7.3 The LESSOR shall supply to the AGENCY or the BROKER, as soon as possible, the following documents in his possession: any document demonstrating ownership of the PREMISES, service contract to be assumed by the lessee, any document showing the rent paid on the last lease, any document showing that the PREMISES will be available at the time of the lease (e.g.: notice of cancellation), proxy, declaration of co-ownership and by-law of the immovable and any amendments thereto, operating expenses statement, by-law of the immovable regarding rules on enjoyment, use and maintenance of the dwellings and the common portions where such a by-law exists and, generally, any document concerning the PREMISES.

7.4 If the PREMISES or a portion thereof are used as a family residence by the LESSOR, or if required by his marital status, the LESSOR shall remit to the AGENCY or the BROKER, either a document evidencing his spouse's consent to and, where applicable, concurrence in this contract, and an undertaking by the latter spouse to intervene in the lease for the same purpose, or a copy of a judgment authorizing the LESSOR to lease the immovable where the PREMISES are located without his spouse's consent and concurrence.

7.5 The LESSOR grants the AGENCY or BROKER the exclusive right:

1. to show the PREMISES at any reasonable time, with appointments to be arranged directly with the occupant other than THE LESSOR at least twenty four (24) hours in advance. The AGENCY or BROKER may allow other agencies or brokers to exercise this right in whole or in part;
2. Subject to the restrictions set out in 10.1 or any Annex forming part of this contract, and subject to any regulation, to use any advertising and any signage he considers appropriate. The AGENCY or BROKER may allow other agencies or brokers to exercise this right in whole or in part.

For this purpose, the LESSOR agrees to take all necessary steps with the Syndicate of co-owners or the Manager of co-ownership.

7.6 The LESSOR shall deliver the PREMISES to the potential lessee in good repair in all respects, clean and habitable, and shall provide him with peaceable enjoyment of the PREMISES for the entire term of the lease.

The LESSOR will not deliver PREMISES that are unfit for habitation. A dwelling is unfit for habitation when its condition represents a serious threat to the health or safety of its occupants or the public, or when it has been declared unfit by the court or by a competent authority.

7.7 The LESSOR declares that the information contained in this contract has been given in good faith and to the best of his knowledge. He shall provide to the AGENCY or the BROKER representing it and, if applicable, the potential lessee, in writing, any additional information relating to the PREMISES as soon as he becomes aware of it.

8. OBLIGATIONS OF THE AGENCY OR THE BROKER

8.1 In accordance with generally accepted practices, the AGENCY or the BROKER undertakes:

1. to perform the object of the contract loyally, diligently and competently;
2. to submit to the LESSOR, as soon as possible, any written promise received regarding the purchase, lease or exchange of the PREMISES;
3. to make the usual verifications, including regarding the information contained in any document used to describe the PREMISES;

4. to send to the LESSOR without delay a copy of any document containing the information used to describe the PREMISES referred to in this brokerage contract;
5. to perform any normal marketing activity;
6. not to use the word "leased" in any advertising, including advertising on a sign, unless an agreement for the lease of the PREMISES has been accepted and all the conditions, except the signing of the lease, have been fulfilled. It is understood that any sign posted on the PREMISES shall be removed within five (5) days following the signing of the lease or as soon as this contract expires, whichever first occurs;
7. to inform the LESSOR in writing, without delay, of any interest that this AGENCY or this BROKER plans to acquire in the PREMISES referred to in this contract and, before submitting a transaction proposal, to terminate this contract;
8. to inform the LESSOR in writing, without delay, that he is also representing the lessee, for remuneration, where a brokerage contract with the lessee exists;
9. to inform the LESSOR in writing, without delay, of any remuneration agreement that could conflict with the interests of the LESSOR;
10. to disclose to the LESSOR in writing, without delay, the identity of any person or partnership owing him any remuneration in accordance with an agreement disclosed under sub-section 9, the nature of the relationship with such person or partnership, and the nature of the remuneration owed, if it is a non-monetary benefit;
11. to use the information contained in this brokerage contract only in accordance with the terms and conditions stipulated in the contract or by law;
12. to notify the LESSOR in writing, without delay, in the following cases:
 - a) if his licence is suspended or revoked, if he ceases his activities or if he is otherwise unable to continue to act;
 - b) where he is acting as AGENCY, if the broker representing the AGENCY with the LESSOR ceases to act for this AGENCY or if the identity of the broker representing the AGENCY with the LESSOR changes;
 - c) where he is acting as BROKER, whenever he ceases to act on his own account.
13. to honour any specific commitment made in 10.1.

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-cancellable.

9.1 If the BROKER ceases to carry on brokerage activities on his own account to carry them on instead for an agency, the LESSOR may elect to continue to do business with the BROKER and to be bound to the agency for which the BROKER will carry on brokerage activities, by sending the BROKER a notice to that effect. The LESSOR shall then be bound to the agency under the same terms and conditions as those set out 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 terminated.

9.2 This contract is deemed to be terminated from the ceasing of the BROKER'S activities or from the suspension or revocation of his licence.

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

9.3 If the broker referred to in this contract as the AGENCY'S representative ceases to carry on brokerage activities for the AGENCY to carry them on instead on his account or for another agency, the LESSOR may elect 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 LESSOR 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 LESSOR 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, this contract shall be terminated.

9.4 Except on contrary notice from the LESSOR, or should the broker referred to in this contract as the AGENCY'S representative cease to carry on activities, if the AGENCY ceases to carry on its activities, this contract shall be terminated on the date on which the AGENCY ceases its activities, and the LESSOR shall then be bound to the broker now carrying on activities on his account or, as the case may be, to the agency for which the broker now carries on activities, under the same terms and conditions as those provided for in this contract.

In case of notice to the contrary or if the BROKER completely ceases his activities, this contract shall be terminated on the date on which the AGENCY ceases its activities.

10.1

Unusable for
a transaction

Specimen

11. ANNEXES

11.1 The provisions set forth in the Annexes identified below form an integral part of this contract:

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

12. INTERPRETATION

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

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

13. CONCILIATION, MEDIATION AND ARBITRATION

13.1 In case of dispute between the AGENCY or the BROKER and the LESSOR, the Organisme d'autorégulation du courtage immobilier du Québec may act as conciliator or mediator upon request by the parties. The OACIQ may also arbitrate between the AGENCY or the BROKER and the LESSOR.

14. SIGNATURES

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

Section 28 of the Real Estate Brokerage Act (R.S.Q., c. C-73-2)

"28. Despite any stipulation to the contrary, the client may terminate the contract at the client's discretion within three (3) days after receiving a duplicate of the contract signed by the two parties, unless the client has written in its entirety and signed a waiver.

The contract is terminated by operation of law as of the sending or delivery of a written notice to the BROKER or to the AGENCY."

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

Signed in _____,

Signed in _____,

on _____ DATE, at _____ : _____.

on _____ DATE, at _____ : _____.

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF LESSOR 1 OR HIS REPRESENTATIVE

Signed in _____,

Signed in _____,

on _____ DATE, at _____ : _____.

on _____ DATE, at _____ : _____.

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF LESSOR 2 OR HIS REPRESENTATIVE

INTERVENTION OF LESSOR'S SPOUSE – The undersigned declares to be the spouse of the LESSOR, to consent to and, where applicable, concur in this contract, including any Annexes thereto.

Signed in _____,

on _____ DATE, at _____ : _____.

SIGNATURE OF LESSOR'S SPOUSE