

**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

NAME OF AGENCY OR BROKER

real estate agency real estate broker acting on his own account

real estate agency real estate broker acting on his own account

ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL

ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL

REPRESENTED BY

REPRESENTED BY

Licence number:

Licence number:

carrying on activities within the following business corporation:

carrying on activities within the following business corporation:

NAME OF 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 2 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 4 AND HIS REPRESENTATIVE, IF APPLICABLE

(hereinafter called "the BUYER")

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a transaction

Specimen

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

DATE

BUYER 1 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: | | |
YEAR MONTH DAY

Profession or principal activity: _____

BUYER 2 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: | | |
YEAR MONTH DAY

Profession or principal activity: _____

BUYER 3 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: | | |
YEAR MONTH DAY

Profession or principal activity: _____

BUYER 4 or his REPRESENTATIVE

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

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: | | |
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: _____

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.
- 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
 - 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
 - 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:
- 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:
 - he holds an interest;
 - a partnership or legal person controlled by him holds an interest.
- OR
- if one of the following persons or partnerships sells to the BUYER an immovable in which he holds an interest:
 - the married, civil union, or de facto spouse of the BROKER or of the broker representing the AGENCY;
 - 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
- 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:
- 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;
 - become party to an agreement to purchase, exchange or lease any immovable referred to in clause 3.1, other than as a result of the services of the AGENCY or the BROKER.

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

8. OBLIGATIONS OF THE AGENCY OR THE BROKER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. OTHER DECLARATIONS AND CONDITIONS

10.1 _____

Unusable for a transaction

11. ANNEXES

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

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

12. INTERPRETATION

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

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

13. CONCILIATION, MEDIATION AND ARBITRATION

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

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 _____, at _____ : _____.
DATE

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

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF BUYER 1 OR HIS REPRESENTATIVE

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

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

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF BUYER 2 OR HIS REPRESENTATIVE

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

SIGNATURE OF BUYER 3 OR HIS REPRESENTATIVE

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

SIGNATURE OF BUYER 4 OR HIS REPRESENTATIVE