

Unusable for  
 a transaction

**1. IDENTIFICATION OF THE PARTIES**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

(hereinafter called "the LESSEE").

(hereinafter called "the LESSOR").

**2. OBJECT OF THE PROMISE TO LEASE**

2.1 The LESSEE hereby promises to lease the premises described hereinafter, for the rent amount and under the conditions stated below, through:

\_\_\_\_\_, broker 

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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 PREMISES**

3.1 The immovable is designated as follows:

NUMBER	STREET	CITY	PROVINCE	POSTAL CODE

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NUMBER AND SURFACE AREA OF PREMISES (OR ATTACH LIST)

CADASTRAL DESCRIPTION OF IMMOVABLE

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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(Additional details, e.g. parking spaces, storage spaces, immovable held in divided or undivided co-ownership, use of common areas for company operations) (hereinafter called "the PREMISES").

## 4. RENT AND LEASING CONDITIONS

4.1 **BASE RENT** – The base rent which the LESSEE agrees to pay shall be:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)

per month

OR

per year  per sq. ft  per sq. m

for a total amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_)  
and includes the following costs and expenses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for the first year and, if applicable, shall be calculated as follows for the subsequent years:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.2 **ADDITIONAL RENT** – The additional rent is estimated, for the first year, at \_\_\_\_\_ dollars (\$ \_\_\_\_\_) and includes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This amount shall be adjusted at the end of each year for the term of the lease.

The LESSOR shall notify the LESSEE at the beginning of each year, as soon as possible, of the additional rent payable for the year by providing the documents in support of the adjustment.

4.3 Any costs not specified in clauses 4.1 and 4.2 shall be borne by the LESSEE. In addition, any tax that may be imposed as a result of the leasing of the PREMISES (GST, QST, other) and to be collected by the LESSOR shall be remitted to the LESSOR by the LESSEE.

## 4.4 PAYMENT OF BASE RENT AND ADDITIONAL RENT

Unless otherwise agreed in clause 10.1 or in any Annex forming an integral part of this promise to lease, the LESSEE agrees to pay the base rent and the additional rent for the corresponding period covered (month, other) on the first day of each term, in equal and consecutive payments, the whole in accordance with the terms of the lease starting on \_\_\_\_\_. The rent shall be payable to the LESSOR without any deduction, reduction, compensation or decrease whatsoever. DATE

**4.5 TERM OF THE LEASE OF THE PREMISES:**

Fixed-term lease – The complete term of the lease shall be \_\_\_\_\_  months  year(s), beginning on \_\_\_\_\_ DATE  
and ending on \_\_\_\_\_ DATE, subject to the renewal options specified in 4.6.

There will be no tacit renewal of the lease.

**OR**

Lease of indeterminate term – The lease is of indeterminate term, beginning on \_\_\_\_\_ DATE.

**4.6 Rights and options exercised by the LESSEE:**

\_\_\_\_\_  
\_\_\_\_\_

**4.7 DEPOSIT** – With this promise to lease, the LESSEE remits to the broker referred to in clause 2.1, as an instalment on the lease, the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_),  
by cheque payable to the order of " \_\_\_\_\_ in trust"  
NAME OF AGENCY OR BROKER TRUSTEE

(hereinafter called the "TRUSTEE"). Following acceptance of this promise to lease, the cheque may be certified and shall be given to the TRUSTEE, who shall immediately deposit it into his trust account until the signing of the lease or until the LESSEE begins occupancy of the PREMISES, which ever first occurs, whereupon that sum shall be applied against the lease price. As soon as he has deposited that sum into his trust account, the TRUSTEE shall give the depositor a receipt. Should this promise to lease become null and void, the TRUSTEE shall immediately refund the deposit to the depositor, without interest. The TRUSTEE may 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 lease or with the law.

The deposit shall be applied to the following rent: \_\_\_\_\_

**4.8 SECURITY DEPOSIT** – At the signing of the lease or the occupancy of the PREMISES, whichever first occurs, the LESSEE shall remit to the LESSOR the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) as security deposit by cheque made to the order of \_\_\_\_\_  
NAME OF LESSOR

The deposit shall be used to guarantee the LESSEE's obligations under the lease.

The LESSOR shall have \_\_\_\_\_ days following the expiry of the lease to verify that the obligations guaranteed in this clause have been fulfilled, failing which he may dispose of the deposit in accordance with the terms of the lease. Otherwise, the LESSOR shall return the deposit to the LESSEE.

**5. DECLARATIONS AND OBLIGATIONS OF THE LESSEE**

**5.1** Subject to any stipulation to the contrary in 10.1, the LESSEE has visited the PREMISES on \_\_\_\_\_ DATE and declares himself satisfied therewith.

**5.2** The LESSEE and the LESSOR shall be responsible for their own costs and expenses incurred as part of the negotiation and registration of the lease.

**5.3** The LESSEE shall not sell, assign or otherwise dispose of his rights in the promise to lease without the prior written consent of the LESSOR.

**5.4** The LESSEE agrees to take, in good faith, within \_\_\_\_\_ days following acceptance of this promise to lease and at his expense, all necessary steps with the appropriate authorities to obtain confirmation that the use he intends to make of the premises is in accordance with current regulations, including zoning by-laws.

If such use goes against current regulations, the LESSEE shall notify the LESSOR, in writing, within \_\_\_\_\_ days following the expiry of the period specified above. This promise shall become null and void as of the time of receipt, by the LESSOR, of this notice. Where the LESSEE fails to notify the LESSOR within the time period and in the manner specified above, he shall be deemed to have waived this condition.

**5.5 DAMAGES** – In the event that, through his fault, the LESSEE prevents the performance of this agreement, he undertakes to compensate directly the agency or the broker, bound to the LESSOR by brokerage contract, in accordance with the ordinary rules of law, by paying damages equal to the remuneration that the LESSOR would otherwise have had to pay.

**5.6 INSURANCE** – The LESSEE undertakes to take out and maintain, for the entire term of the lease, the following insurance policies:

\_\_\_\_\_  
\_\_\_\_\_

(e.g. liability insurance, property insurance.)

## 6. REVIEW OF DOCUMENTS BY THE LESSEE

- 6.1 This promise to lease is conditional upon the LESSEE examining and verifying the draft lease, the by-law of the immovable and any amendments thereto, as well as the following documents:

To this effect, the LESSOR shall submit to the LESSEE a copy of the above documents within \_\_\_\_\_ days following acceptance of this promise to lease.

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

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

## 7. DECLARATIONS AND OBLIGATIONS OF THE LESSOR

- 7.1 The LESSOR declares that the information contained in this promise has been given in good faith and to the best of his knowledge. He shall provide, in writing, to the LESSEE any additional information relating to the PREMISES as soon as he becomes aware of it.

- 7.2 **The LESSOR declares that, unless stipulated otherwise in clause 10.1 or in any Annex forming an integral part of this promise:**

1. he is not aware of any restrictions relating to the leasing of PREMISES;
2. subject to the verifications to be performed by the LESSEE in accordance with clause 5.4, 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;
3. he has not received any notice of non-compliance from a competent authority or an insurer with which he has not complied;
4. the immovable where the PREMISES are located is serviced by and connected to municipal water and sewer services;
5. he is duly authorized to sign this contract and to accept any agreement to lease the PREMISES;
6. the PREMISES or the immovable where they are located are not the subject of any agreement to sell, lease or exchange them, or of a lease containing a right of first refusal in favour of a third party;
7. there is no exclusivity clause which could affect the use of the PREMISES mentioned in clause 8.2;
8. 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.

- 7.3 **DELIVERY OF THE PREMISES** – The LESSOR promises to lease the PREMISES to the LESSEE and shall deliver the PREMISES in good repair in all respects and shall provide him with peaceable enjoyment of the PREMISES for the entire term of the lease.

- 7.4 **DEFECT OR IRREGULARITY** – Should the LESSEE or the LESSOR be notified, before the signing of the lease, of any defect or irregularity whatsoever affecting the declarations and obligations of the LESSOR contained herein, the LESSOR shall, within twenty-one (21) days following receipt of a written notice to that effect, notify the LESSEE, in writing, that he has remedied that defect or irregularity at his expense or that he will not remedy it.

The LESSEE may, within a period of five (5) days following receipt of a notice from the LESSOR 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 LESSOR, in writing:

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

**OR**

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

Where the LESSEE has not availed himself of the provisions of paragraphs a) or b) above within the time period stipulated, this promise to lease shall become null and void. Consequently, the LESSEE and the LESSOR shall each bear the fees, expenses and costs incurred by them respectively.

- 7.5 **DAMAGES** – In the event that, through the LESSOR's fault, no agreement is signed, the LESSOR undertakes to compensate directly the agency or the broker, bound to the LESSEE by brokerage contract, in accordance with the ordinary rules of law, by paying damages equal to the remuneration that the LESSEE would otherwise have had to pay.

- 7.6 **INSURANCE** – The LESSOR undertakes to take out and maintain, for the entire term of the lease, the following insurance policies:

\_\_\_\_\_  
\_\_\_\_\_  
(e.g. liability insurance, property insurance).

**8. DECLARATIONS AND OBLIGATIONS COMMON TO THE LESSEE AND THE LESSOR**

8.1 LEASE – The LESSEE and the LESSOR shall sign the lease on or before : \_\_\_\_\_ DATE

8.2 USE OF THE PREMISES:

Exclusivity clause:

8.3 DATE OF OCCUPANCY OF THE PREMISES:

8.4 The LESSEE and the LESSOR agree to preserve the confidentiality of this agreement and of any document pertaining thereto, and not to disclose the content thereof, except to their respective legal representatives or financial institutions involved in this transaction.

**9. CREDIT CHECK**

9.1 The LESSEE agrees to sign any document required to verify his credit.

9.2 This promise to lease is conditional upon the LESSOR being able to perform a credit check of the LESSEE within seven (7) days following the acceptance of this promise to lease.

If the LESSOR is not satisfied with the results of this check, he shall notify the LESSEE in writing within the seven (7) days following the expiry of the time period mentioned above.

This promise to lease shall become null and void from the time this notice is received by the LESSEE. Should the LESSOR fail to notify the LESSEE within the time period mentioned above, he shall be deemed to have waived this condition.

**10. OTHER DECLARATIONS AND CONDITIONS**

10.1 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## 11. ANNEXES

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

General Annex AG-       Other(s) : \_\_\_\_\_

## 12. CONDITIONS OF ACCEPTANCE

12.1 The LESSEE and the LESSOR hereby declare that their consent is not the result of any representation or condition not contained herein.

The LESSEE is irrevocably committed until \_\_\_\_\_ : \_\_\_\_\_ , on \_\_\_\_\_ DATE

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

## 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. 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.

**LESSEE** – The LESSEE acknowledges having read, understood and agreed to this promise to lease, including any Annexes thereto, and having received a duplicate thereof.

**LESSOR'S REPLY** – The LESSOR acknowledges having read and understood this promise to lease, including any Annexes thereto, and having received a duplicate thereof.

The LESSOR \_\_\_\_\_ this promise  
"ACCEPTS" OR "REFUSES"

to lease or submits counter-proposal CPC-\_\_\_\_\_.  
| | | | |

Signed in \_\_\_\_\_,

Signed in \_\_\_\_\_,

on \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.  
DATE

on \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.  
DATE

\_\_\_\_\_  
SIGNATURE OF LESSEE 1

\_\_\_\_\_  
SIGNATURE OF LESSOR 1

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

Signed in \_\_\_\_\_,

Signed in \_\_\_\_\_,

on \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.  
DATE

on \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.  
DATE

\_\_\_\_\_  
SIGNATURE OF LESSEE 2

\_\_\_\_\_  
SIGNATURE OF LESSOR 2

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

**ACKNOWLEDGEMENT OF RECEIPT** – The LESSEE acknowledges having received a copy of the LESSOR's reply.

Signed in \_\_\_\_\_,

on \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.  
DATE

\_\_\_\_\_  
SIGNATURE OF LESSEE 1

\_\_\_\_\_  
WITNESS

Signed in \_\_\_\_\_,

on \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.  
DATE

\_\_\_\_\_  
SIGNATURE OF LESSEE 2

\_\_\_\_\_  
WITNESS