

**1. IDENTIFICATION OF THE PARTIES**

**IDENTIFICATION OF THE AGENCY OR BROKER**

NAME OF AGENCY OR BROKER

real estate agency  real estate broker acting on his own account

NAME OF AGENCY OR BROKER

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 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:

DATE

**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:     
YEAR MONTH DAY

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:     
YEAR MONTH DAY

Profession or principal activity: \_\_\_\_\_

1.2 If the LESSOR is represented, indicate:

Nature of relationship between LESSOR 1 and his representative:

RELATIONSHIP TO LESSOR (E.G. MANDATARY)

For LESSOR 1, indicate:

Date of birth: 

YEAR		MONTH		DAY	

Profession or principal activity:

Nature of relationship between LESSOR 2 and his representative:

RELATIONSHIP TO LESSOR (E.G. MANDATARY)

For LESSOR 2, indicate:

Date of birth: 

YEAR		MONTH		DAY	

Profession or principal activity:

1.3  The verification has already been done as part of record \_\_\_\_\_ or of the transaction involving the immovable located at:

## 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 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	CITY	PROVINCE	POSTAL CODE
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NUMBER AND SURFACE AREA OF PREMISES (OR ATTACH LIST)

CADASTRAL DESCRIPTION OF IMMOVABLE

(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 asking base rent is : \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_ )

per month

**OR**

per year  per sq. ft  per sq. m

for a total amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )

for the first year and includes the following costs and expenses:

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

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

**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 prospective lessee.

**4.4 DATE OF OCCUPANCY OF THE PREMISES:** As of \_\_\_\_\_.

**4.5 USE OF THE PREMISES:**

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**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:

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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 and 3 of this clause, as remuneration,

- a lump sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )
- per sq. ft or  per sq. m;

**OR**

a percentage of the rent calculated as follows:

\_\_\_\_\_

1. where an agreement to lease the PREMISES is concluded during the term of the contract, whether through the AGENCY or BROKER or not

- a) once all conditions thereof are fulfilled, except the signing of the lease, a sum representing \_\_\_\_\_ per cent ( \_\_\_\_\_ %) of the total remuneration specified above;
- b) upon occupancy of the premises, a sum representing \_\_\_\_\_ per cent ( \_\_\_\_\_ %) of the total remuneration specified above;
- c) upon signing of the lease, a sum representing \_\_\_\_\_ per cent ( \_\_\_\_\_ %) of the total remuneration specified above;

2. where a leasing agreement for the PREMISES occurs within 365 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, or;

3. where the LESSOR voluntarily prevents the free performance of this contract.

6.2 The LESSOR shall pay to the AGENCY or the BROKER, upon exercise of a lease renewal option or upon leasing of additional space, additional remuneration of \_\_\_\_\_

\_\_\_\_\_

(SUM OR PERCENTAGE AND PAYMENT TERMS)

6.3 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.

6.4 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.

6.5 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.

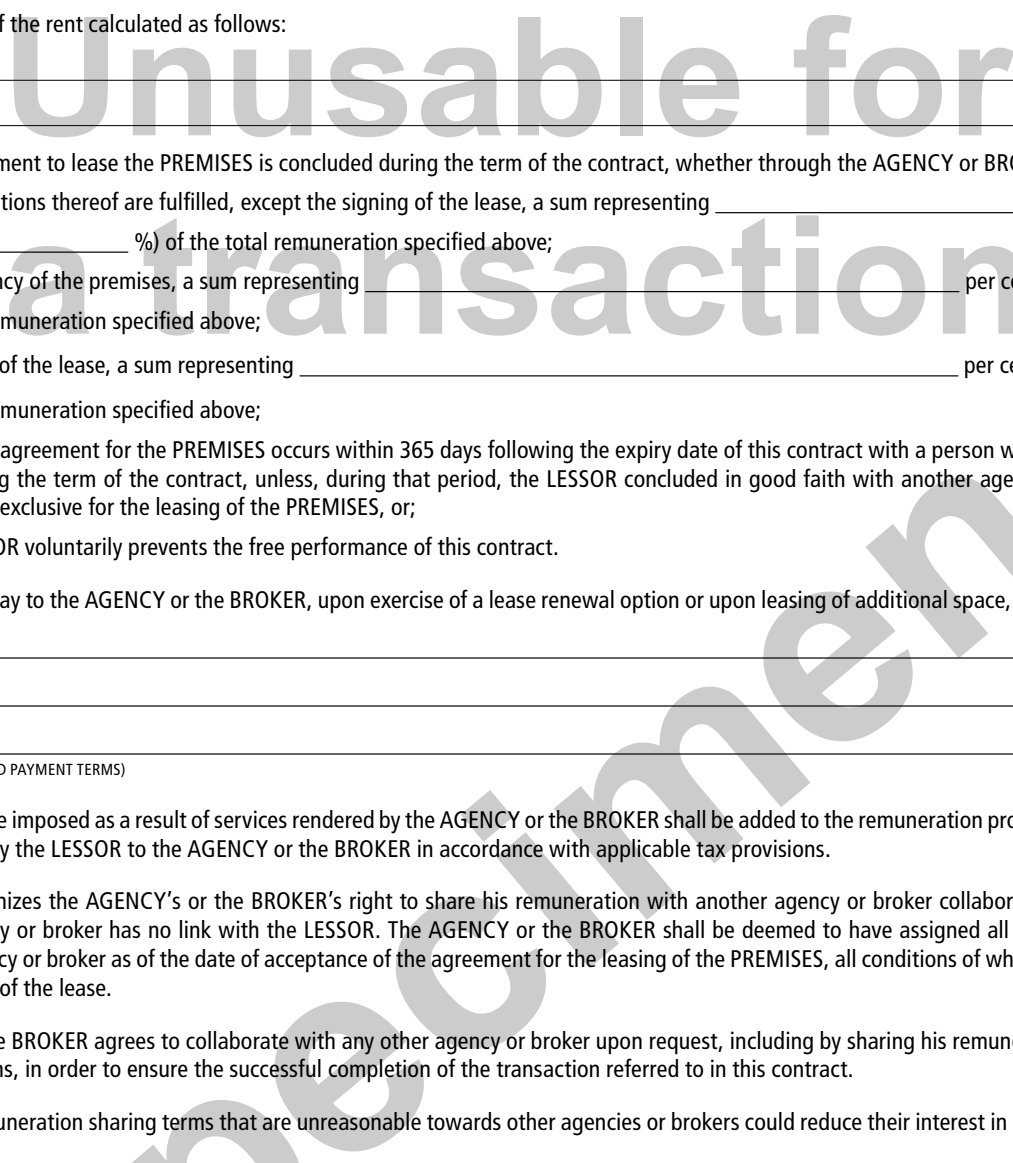
In this regard, remuneration sharing terms that are unreasonable towards other agencies or brokers could reduce their interest in proposing the PREMISES to their clients.

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:

\_\_\_\_\_ per cent ( \_\_\_\_\_ %) of the total amount of the remuneration specified in 6.1;

**OR**

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



6.6 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 clause 10.1 or in any Annex forming an integral part of this contract:

1. he is solely responsible for the lessee's credit check;
2. he is not aware of any restrictions relating to the leasing of the 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 4.5;
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: draft lease, any service contract to be assumed by the lessee, 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 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 \_\_\_\_\_  hours or  days 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.

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

7.6 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 him 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 in accordance with the 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 clause 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 the 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. OTHER DECLARATIONS AND CONDITIONS**

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'autoréglementation 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.

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 \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.

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

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF LESSOR 1 OR HIS REPRESENTATIVE

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

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

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

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

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF LESSOR 2 OR HIS REPRESENTATIVE