

Unusable for  
a transaction

**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 SELLER**

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 1 AND HIS REPRESENTATIVE,  
IF APPLICABLE

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 2 AND HIS REPRESENTATIVE,  
IF APPLICABLE

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 3 AND HIS REPRESENTATIVE,  
IF APPLICABLE

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF SELLER 4 AND HIS REPRESENTATIVE,  
IF APPLICABLE

(hereinafter called "the SELLER")

1.1 The SELLER's identity was verified on \_\_\_\_\_ using the following document for:

DATE

**SELLER 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: \_\_\_\_\_

**SELLER 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: \_\_\_\_\_

**SELLER 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: \_\_\_\_\_

**SELLER 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 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 \_\_\_\_\_ .  
Failing a stipulation as to its end date, this contract shall end 30 days after its making. DATE

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.

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, with building erected or to be erected thereon, if applicable, is designated as follows:

NUMBER	STREET	APARTMENT OR SUITE	CITY	PROVINCE	POSTAL CODE
CADASTRAL DESCRIPTION OF IMMOVABLE OR PRIVATE PORTION		OF PARKING SPACE	OF STORAGE SPACE		
		<input type="checkbox"/> m <input type="checkbox"/> ft	<input type="checkbox"/> m <sup>2</sup> <input type="checkbox"/> ft <sup>2</sup>		
DIMENSIONS		AREA			

The immovable held in divided co-ownership includes:

If **one** share of the immovable is held in divided co-ownership, see below:

_____ parking space(s), number(s) _____	<input type="checkbox"/> private portion	<input type="checkbox"/> common portion for restricted use
	<input type="checkbox"/> other: _____	<input type="checkbox"/> indoor <input type="checkbox"/> outdoor
_____ storage space(s), number(s) _____	<input type="checkbox"/> private portion	<input type="checkbox"/> common portion for restricted use
	<input type="checkbox"/> other: _____	<input type="checkbox"/> indoor <input type="checkbox"/> outdoor

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

**OR**

If **more than one** share of the immovable is held in divided co-ownership, see completed Annex General AG- \_\_\_\_\_ .

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

\_\_\_\_\_

\_\_\_\_\_

(E.G. ADDRESS, APARTMENT OR SUITE 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

(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 good 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, sale 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 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.

## 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 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 for any transaction involving the SELLER's share capital;

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 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 in the case of the sale of a chiefly residential immovable containing less than 5 dwellings, including an immovable held in co-ownership or where a sale takes place within 365 days in other cases 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 his remuneration with another agency or 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 a 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: \_\_\_\_\_ 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 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 (5<sup>th</sup> 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 The SELLER also declares:

to have completed the Annex Declarations by the seller of the immovable DS- \_\_\_\_\_ OR  to make the following declarations:

- 1. that he is not aware of any factor relating to the IMMOVABLE that is liable to significantly reduce the value, reduce the income generated thereby or increase the expenses related thereto, except:

---

2. that he has not received any notice from a competent authority indicating that the IMMOVABLE does not conform to the laws and regulations in force, or any notice from an insurer, following which he has not fully remedied the defect declared in either notice, except:

3. that the leases detailed in Annex \_\_\_\_\_ bring in rents of at least \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per  year/  month;

4. that he has not received any notice from a lessee or from the spouse of a lessee to the effect that the IMMOVABLE or part thereof is used as a family residence, except:

5. that no notice liable to amend the existing leases has been sent by either of the parties (notice of termination, abandonment of a dwelling, sublease), except:

6. that no current lessee benefits from advantages that are not specifically indicated in writing in the leases, except:

7. that there are no proceedings pending before the Administrative Housing Tribunal or any other tribunal relating to the IMMOVABLE, except:

8. that the IMMOVABLE:

- a)  is part **OR**  is not part of a "housing complex" within the meaning of the *Act respecting the Administrative Housing Tribunal* (CQLR, Chapter T-15.01);
- b)  does constitute a portion that has been detached from a housing complex within the meaning of the *Act respecting the Administrative Housing Tribunal* following an alienation without first having obtained the authorization of the Administrative Housing Tribunal and, if applicable, undertakes to obtain it;

**OR**

- does not constitute a portion that has been detached from a housing complex within the meaning of the *Act respecting the Administrative Housing Tribunal* following an alienation without first having obtained the authorization of the Administrative Housing Tribunal;
- c)  is subject **OR**  is not subject to the *Act respecting the preservation of agricultural land and agricultural activities* (CQLR, Chapter P-41.1);
- d)  is classified or recognized cultural property **OR**  is not classified or recognized cultural property and is not situated in a historic or natural district, on a classified historic site or in a protected area provided for in the *Cultural Heritage Act* (CQLR, Chapter P-9.002);
- e)  does conform **OR**  does not conform to the laws and regulations relating to environment protection;
- f)  is serviced **OR**  is not serviced by water and sewer services;
- g)  is connected **OR**  is not connected to water and sewer services;
- h)  is serviced **OR**  is not serviced by power utilities and/or natural gas services;
- i)  is connected **OR**  is not connected to power utilities and/or natural gas services;
- j)  is **OR**  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;

9. that to his knowledge, an insurance company  has refused **OR**  has not refused to insure the IMMOVABLE in whole or in part;

10. that the IMMOVABLE shall be sold free of any real right or other charges, other than the usual and apparent servitudes of public utility, and that the SELLER shall be warrantor towards any potential 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 prospective buyer, and except:

8.5 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 the 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.

**8.6** 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, 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, in the case of an immovable held in divided or undivided co-ownership, the seller shall also supply to the AGENCY or the BROKER, as soon as possible, the following documents in his possession: 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, where 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, indivision agreement, minutes of meetings of undivided co-owners.

Also, the SELLER gives the express mandate to the AGENCY or the BROKER to obtain from the syndicate of co-owners or 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.

**8.7** 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 IMMOVABLE or, in the case the IMMOVABLE is held in of divided co-ownership, 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), the restrictions of private law (e.g. servitude, real rights or other charges), and the restrictions of public law (e.g. municipal by-laws).

**8.9** 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, 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 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.

To this effect, the SELLER agrees to take any necessary step with the syndicate of co-owners or the manager of co-ownership.

## **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. in the case of the sale of an immovable other than a chiefly residential immovable containing less than 5 dwellings, including an immovable held in co-ownership, to inform the SELLER in writing, without delay, that he is also representing the prospective buyer of the IMMOVABLE, for remuneration, where a brokerage contract with the buyer exists;
9. to inform the SELLER, in writing and without delay, of any remuneration agreement in his favour related to the object of the contract;
10. 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 subsection 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 disclose to the SELLER, in writing and without delay, any sharing, other than the one 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 the share and, in case of a non-monetary benefit, the nature of the compensation;
12. to use the information contained in this contract only in accordance with the terms and conditions stipulated in the contract or by law;
13. 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;
14. to honour any specific commitment made in 11.1;
15. 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 on 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

Unusable for  
a transaction

**12. ANNEXES**

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

General Annex AG- \_\_\_\_\_

Annex Declarations by the seller of the immovable DS- \_\_\_\_\_

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.

(v20\_06/2024)



**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'autorégulation 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 \_\_\_\_\_ DATE \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.

SIGNATURE OF AGENCY OR BROKER

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

SIGNATURE OF SELLER 1 OR HIS REPRESENTATIVE

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

SIGNATURE OF AGENCY OR BROKER

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

SIGNATURE OF SELLER 2 OR HIS REPRESENTATIVE

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

SIGNATURE OF SELLER 3 OR HIS REPRESENTATIVE

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

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.

# Unusable for a transaction

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

Specimen