

NOTE – This form is to be used when a brokerage contract 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	
<input type="checkbox"/> real estate agency	<input type="checkbox"/> real estate broker acting on his own account	<input type="checkbox"/> real estate agency	<input type="checkbox"/> real estate broker acting on his own account
ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL		ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL	
REPRESENTED BY		REPRESENTED BY	
Licence number: [][][][][][]		Licence number: [][][][][][]	
<input type="checkbox"/> carrying on activities within the following business corporation:		<input type="checkbox"/> 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	
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(hereinafter called "the SELLER")

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

SELLER 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: _____

SELLER 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 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 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: _____

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 obtain an agreement for the sale of the immovable 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 clause 11.1, this contract can be terminated.

3. SUMMARY DESCRIPTION OF THE IMMOVABLE

3.1 A _____ % share of the immovable held in undivided co-ownership, is designated as follows:

NUMBER STREET CITY PROVINCE POSTAL CODE

with exclusive use of: _____

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

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

CADASTRAL DESCRIPTION OF IMMOVABLE HELD IN CO-OWNERSHIP

m ft

m² ft²

DIMENSIONS OF IMMOVABLE HELD IN CO-OWNERSHIP

m² ft²

AREA OF IMMOVABLE HELD IN CO-OWNERSHIP

AREA OF SHARE

gross net as per 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. Consequently, any tax that may be imposed as a result of the sale and to be collected by the SELLER, under applicable tax laws shall, upon the signing of the deed of sale, be remitted by the buyer to the SELLER for this purpose.

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 to the repayment of this loan and to the cancellation of any hypothec shall be borne by the SELLER.

The costs relating to repayment include any penalty payable for early repayment.

Any promise to purchase conditional to a loan secured by hypothec must indicate that the BUYER undertakes to obtain such loan from the following financial institution: _____

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 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: _____

4.7 Items covered by an instalment sales contract, trial sales contract, sales contract with right of redemption, sales contract with resolutive clause, or leasing contract, and obligations of the SELLER to be assumed by the buyer: _____

4.8 There will be no adjustment relating to the contingency fund or other co-ownership fund. There will be adjustments relating to common expenses payable monthly or 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 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 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, unless written instructions to the contrary are given by the SELLER.

7. REMUNERATION (PLUS TAXES)

7.1 The SELLER shall pay to the AGENCY or the BROKER, in the cases provided in 1, 2, 3 and 4 of this section, remuneration of:

_____ percent (_____ %) of the sale price or of the price stipulated in 4.1, in the case provided in 4 or for any transaction involving the SELLER's share capital;

OR

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

1. except if no deed of sale is signed through the buyer's fault, where an agreement concerning the sale of the IMMOVABLE is accepted 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; 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 following the expiry 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 free performance of this contract.

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

7.3 The SELLER recognizes the AGENCY's or the BROKER's right to share its remuneration with another agency or another broker collaborating in the transaction, even though such agency or broker has no link with the SELLER. The AGENCY or the BROKER shall be deemed to have assigned all or part of its claim to a collaborating agency or broker as of the date of acceptance of the agreement for the sale of the IMMOVABLE, all conditions of which having been fulfilled, except the signing of the deed of sale.

7.4 The AGENCY or the BROKER agrees to collaborate with any other agency or broker upon request, including by sharing its remuneration, according to the following conditions, in order to ensure the successful completion of the transaction referred to in this contract.

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

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

_____ percent (_____ %) of the sale price;

OR

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

7.5 The AGENCY or the BROKER shall not claim remuneration from the SELLER 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 acquires 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.

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 accept any agreement for the sale of the IMMOVABLE;
2. the IMMOVABLE is not the subject of a brokerage contract with another broker, another agency or of an agreement to sell, exchange or lease it, or of a pre-emptive right in favour of a third party, excluding the other undivided co-owners;
3. 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;

4. he is a Canadian resident within the meaning of the Income Tax Act and the Taxation Act and does not intend to change this residence, otherwise the tax provisions concerning the issuance of a certificate or the withholding of a portion of the sale price shall be applied.
- 8.2 During the term of this contract, the SELLER undertakes not to, directly or indirectly:
1. offer the IMMOVABLE for sale on his own or through a person other than the AGENCY or BROKER;
 2. become party to an agreement for the sale, exchange or lease of the IMMOVABLE other than through the AGENCY or the BROKER.
- 8.3 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, tax statements and receipts, insurance documents, indivision agreement, minutes of meetings of undivided co-owners, insurance policy of the immovable held in co-ownership, financial statements, by-law of the immovable held in co-ownership, deeds of amendment, leases and documents pertaining to the dwellings allowing the income and expenses of the IMMOVABLE to be calculated, documents pertaining to appliances and equipment, deed 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, the SELLER gives the express mandate to the AGENCY or the BROKER to obtain from 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.
- 8.4 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.
- 8.5 The SELLER shall supply to the AGENCY or the BROKER, as soon as possible, a certificate of location describing the current state of the immovable held in co-ownership and, if applicable, reflecting any cadastral renovation.

- 8.6 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, upon request, either a document evidencing his spouse's consent and, where applicable, his spouse's concurrence, and an undertaking by the latter 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 his spouse's consent and concurrence.

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- 8.7 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.
- 8.8 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 11.1 or any annex forming part of this contract and subject to any regulation or 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.
- 8.9 The SELLER shall supply the prospective buyer with a valid title of ownership and with the titles in his possession.

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 the 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 brokerage 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 accepted and all the conditions, except the signing of the deed of sale before a notary, have been fulfilled. It is understood that any sign posted on the IMMOVABLE shall be removed as soon as this contract expires;
 7. to inform the SELLER in writing, without delay, of any interest that this AGENCY or this BROKER plans to acquire in the IMMOVABLE referred to in this contract and, before submitting a transaction proposal, to terminate this contract;
 8. 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, without delay, of any remuneration agreement that could conflict with the interests of the SELLER;
 10. to disclose to the SELLER in writing, without delay, the identity of any person or partnership owing him any remuneration in accordance with an agreement disclosed under sub-section 9, the nature of the relationship with such person or partnership, and the nature of the remuneration owed, if it is a non-monetary benefit;
 11. to use the information contained in this brokerage contract only in accordance with the terms and conditions stipulated in the contract or by law;
 12. to notify the SELLER 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 SELLER ceases to act for this AGENCY or if the identity of the broker representing the AGENCY with the SELLER 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 11.1.

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-cancellable.

- 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 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 SELLER shall then be bound to the agency under the same terms and conditions as those provided 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.

- 10.2 This contract is deemed to be terminated when the BROKER ceases his activities or from the time his license is suspended or revoked.

12. ANNEXES

12.1 The provisions set forth in the Annex-Declarations by the seller DS- [] and those set forth in the Annexes identified below form an integral part of this contract:

General Annex AG- [] 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. The OACIQ may also arbitrate between the AGENCY or the BROKER and the SELLER.

15. SIGNATURES

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

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

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

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

The AGENCY or the BROKER acknowledges having read, understood and agreed to this contract, including any Annexes thereto, and having received a duplicate thereof.

The SELLER 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 SELLER 1 OR HIS REPRESENTATIVE

Signed in _____,

Signed in _____,

on _____, at _____ : _____.

on _____, at _____ : _____.

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF SELLER 2 OR HIS REPRESENTATIVE

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

Signed in _____,

on _____, at _____ : _____.

SIGNATURE OF SELLER'S SPOUSE