

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 LESSOR 1 AND HIS REPRESENTATIVE,
IF APPLICABLE, RELATIONSHIP TO LESSOR (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 2 AND HIS REPRESENTATIVE,
IF APPLICABLE, RELATIONSHIP TO LESSOR (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF LESSEE 3 AND HIS REPRESENTATIVE,
IF APPLICABLE, RELATIONSHIP TO LESSEE (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF LESSOR 3 AND HIS REPRESENTATIVE,
IF APPLICABLE, RELATIONSHIP TO LESSOR (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF LESSEE 4 AND HIS REPRESENTATIVE,
IF APPLICABLE, RELATIONSHIP TO LESSEE (E.G. MANDATARY)

NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF LESSOR 4 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 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

(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:

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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.

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 that may be specified in clause 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 – If the LESSEE chooses to pay a deposit, he shall remit to the broker identified in clause 2.1 (hereinafter called the "TRUSTEE"), as a deposit on the lease, a sum of _____ dollars (\$ _____), as well as bank fees, if applicable. The deposit can be remitted ☐ with this promise to lease OR ☐ within 72 hours following fulfilment of the conditions outlined in the promise to lease, excluding the signing of the lease and the payment of the first rental term, if applicable:

☐ by cheque "payable to the order of _____ NAME OF AGENCY OR BROKER TRUSTEE in trust."

☐ by electronic transfer from _____ COUNTRY . It is understood that the sum in Canadian dollars deposited in the trust account of the TRUSTEE, after deduction of the exchange rate and banking fees, if applicable, shall be the amount of the deposit paid.

☐ by bank draft "payable to the order of _____ NAME OF AGENCY OR BROKER TRUSTEE in trust."

Upon receipt, the amount shall be deposited without delay in the trust account of _____ NAME OF AGENCY OR BROKER TRUSTEE until the signing of the lease or until the LESSEE begins occupancy of the PREMISES, whichever occurs first, whereupon that sum shall be applied to the rent. As soon as this sum is deposited 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 shall 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.

If the deposit is to be paid within 72 hours and the LESSEE does not remit this sum within the above-mentioned period, the LESSOR shall notify the LESSEE, in writing, within five (5) days following the expiry of this period, that he grants the LESSEE an additional period, failing which the promise to lease shall become null and void. Should the LESSOR fail to notify the LESSEE within the time period and in the manner specified above, he shall be deemed to have waived this condition.

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 clause 10.1 and to the declarations by the LESSOR, the LESSEE has visited the PREMISES on _____ and declares himself satisfied therewith. DATE

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 no lease is signed for the PREMISES through the LESSEE's fault, the LESSEE acknowledges that, in addition to the damages he may have to pay to the LESSOR, he may have 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 that can be equivalent 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 to lease 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 PREMISES or the immovable where they are located are serviced by and connected to municipal water and sewer services and that they are serviced and connected to power utilities;
5. he is duly authorized to accept this promise and to conclude 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 pre-emptive right 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, following the fulfilment of conditions, but 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.

Unless the LESSEE has already been informed in writing, 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 specified time period, this promise to lease shall become null and void, in which case, 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 lease is signed for the PREMISES, the LESSOR acknowledges that, in addition to the damages he may have to pay to the LESSEE, he may have to compensate directly the agency or the broker, bound to the LESSEE by a brokerage contract, in accordance with the ordinary rules of law, by paying damages that could be equivalent 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:**

DATE OF OCCUPANCY OF THE PREMISES:

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8.3 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 _____ . If the LESSOR
DATE
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

ORGANISME D'AUTORÉGLÉMENTATION DU COURTAGE IMMOBILIER DU QUÉBEC

The AGENCY or the BROKER declares being duly registered with the Organisme d'autoréglementation du courtage immobilier du Québec (OACIQ).

The mission of the OACIQ is to protect the public. In particular, it ensures that brokerage transactions are carried out in compliance with the *Real Estate Brokerage Act*. It oversees the activities of real estate brokers and agencies and enforces the rules of professional conduct. The OACIQ issues licences to real estate brokers and agencies. Consumers may contact the OACIQ to submit a request for assistance or investigation regarding a real estate broker or agency or to get information on real estate transactions and the oversight of licence holders.

Initials of BROKER identified in clause 2.1.

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.

Signed in _____,

on _____, at _____ : _____.
DATE

SIGNATURE OF LESSEE 1 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,

on _____, at _____ : _____.
DATE

SIGNATURE OF LESSEE 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,

on _____, at _____ : _____.
DATE

SIGNATURE OF LESSEE 3 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

Signed in _____,

on _____, at _____ : _____.
DATE

SIGNATURE OF LESSEE 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

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 to lease or submits counter-proposal CPC - _____.

"ACCEPTS" OR "REFUSES"

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

DATE

DATE

SIGNATURE OF LESSOR 1 OR HIS REPRESENTATIVE

SIGNATURE OF LESSOR 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

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

DATE

DATE

SIGNATURE OF LESSOR 3 OR HIS REPRESENTATIVE

SIGNATURE OF LESSOR 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

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

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

DATE

DATE

SIGNATURE OF LESSEE 1 OR HIS REPRESENTATIVE

SIGNATURE OF LESSEE 2 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

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

DATE

DATE

SIGNATURE OF LESSEE 3 OR HIS REPRESENTATIVE

SIGNATURE OF LESSEE 4 OR HIS REPRESENTATIVE

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

WITNESS: FIRST NAME AND LAST NAME (PLEASE PRINT)

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