

**NOTE** – This form must be used when an exclusive brokerage contract for a chiefly residential immovable containing less than 5 dwellings excluding co-ownership is signed with an individual.

The agency or broker identified in clause 1 must read the following text to the seller:

**THIS CONTRACT IS AN EXCLUSIVE BROKERAGE CONTRACT – SALE** whereby the seller retains the services of an agency or broker excluding any other agency or broker to market the immovable. The seller retains the right to market the immovable by himself. If the immovable is sold or an agreement to sell the immovable is reached during the term of the *Exclusive brokerage contract – Sale*, whether or not through the agency or broker, the seller shall pay remuneration to the agency or broker.

There is also a *Non-exclusive brokerage contract – Sale*.

**MANDATORY INFORMATION ON THE NON-EXCLUSIVE BROKERAGE CONTRACT – SALE**

The *Non-exclusive brokerage contract – Sale* is a contract by which the seller markets the immovable through an agency or broker without providing for the exclusivity of the services of this agency or broker. If the immovable is sold during the term of the *Non-exclusive brokerage contract – Sale*, the seller shall pay remuneration to the agency or broker who is the efficient cause of the sale. The agency or broker is considered the efficient cause of the sale if a person purchases a property in which the agency or broker has caused his interest during the term of the *Non-exclusive brokerage contract – Sale*. The seller retains the right to market the immovable by himself. Agencies or brokers with whom the seller enters into a *Non-exclusive brokerage contract – Sale* may show and advertise the property. As soon as the seller signs a *Non-exclusive brokerage contract – Sale*, he shall notify in writing the other agencies or brokers with whom he has already signed such a contract. The seller shall make available to the agencies or brokers with whom he signs a *Non-exclusive brokerage contract – Sale* the form *Declarations by the seller of the immovable – Chiefly residential immovable containing less than 5 dwellings excluding divided co-ownership*, as well as its amendments and the documents supporting his declarations.

SELLER 1	SELLER 2	SELLER 3	SELLER 4

By affixing his initials, the seller acknowledges having been informed by the agency or broker identified in clause 1 of his right to conclude a *Non-exclusive brokerage contract – Sale* and having decided to sign **this Exclusive brokerage contract – Sale**.

**1. IDENTIFICATION OF THE PARTIES**

**IDENTIFICATION OF THE AGENCY OR BROKER**

<p>NAME OF AGENCY OR BROKER</p> <p><input type="checkbox"/> real estate agency    <input type="checkbox"/> real estate broker acting on his own account</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL</p> <p>_____</p> <p>REPRESENTED BY</p> <p>Licence number: <input style="width: 100px;" type="text"/></p>	<p>NAME OF AGENCY OR BROKER</p> <p><input type="checkbox"/> real estate agency    <input type="checkbox"/> real estate broker acting on his own account</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL</p> <p>_____</p> <p>REPRESENTED BY</p> <p>Licence number: <input style="width: 100px;" type="text"/></p>
--	--

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**

Unusable for a transaction

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**

**SELLER 2 or his REPRESENTATIVE**

- Driver's Licence
- Permanent Resident Card
- Other ID document (with photo): \_\_\_\_\_
- Health Insurance Card
- Passport

- Driver's Licence
- Permanent Resident Card
- Other ID document (with photo): \_\_\_\_\_
- Health Insurance Card
- Passport

TYPE OF DOCUMENT

TYPE OF DOCUMENT

Document number: \_\_\_\_\_

Document number: \_\_\_\_\_

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth: 

YEAR	MONTH	DAY			

Date of birth: 

YEAR	MONTH	DAY			

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

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

**SELLER 3 or his REPRESENTATIVE**

**SELLER 4 or his REPRESENTATIVE**

- Driver's Licence
- Permanent Resident Card
- Other ID document (with photo): \_\_\_\_\_
- Health Insurance Card
- Passport

- Driver's Licence
- Permanent Resident Card
- Other ID document (with photo): \_\_\_\_\_
- Health Insurance Card
- Passport

TYPE OF DOCUMENT

TYPE OF DOCUMENT

Document number: \_\_\_\_\_

Document number: \_\_\_\_\_

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth:         
YEAR MONTH DAY

Date of birth:         
YEAR MONTH DAY

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

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

**1.2** If the SELLER is represented, indicate:

Nature of relationship between SELLER 1 and his representative:

Nature of relationship between SELLER 2 and his representative:

RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR CORPORATION)

RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR CORPORATION)

For SELLER 1, indicate:

For SELLER 2, indicate:

Date of birth:         
YEAR MONTH DAY

Date of birth:         
YEAR MONTH DAY

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

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

Nature of relationship between SELLER 3 and his representative:

Nature of relationship between SELLER 4 and his representative:

RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR CORPORATION)

RELATIONSHIP TO SELLER (E.G. MANDATARY, LIQUIDATOR OF A SUCCESSION OR CORPORATION)

For SELLER 3, indicate:

For SELLER 4, indicate:

Date of birth:         
YEAR MONTH DAY

Date of birth:         
YEAR MONTH DAY

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

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.

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.

Where this contract is stipulated to be non-terminable, the SELLER may still, in accordance with section 28 of the *Real Estate Brokerage Act* (CQLR, Chapter C-73.2), terminate it at his discretion within three days after receiving a duplicate of the contract signed by the parties. The contract is terminated by operation of law as of the sending or delivery of a written notice to the licence holder.

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 CITY PROVINCE POSTAL CODE

CADASTRAL DESCRIPTION

DIMENSIONS  m  ft AREA  m<sup>2</sup>  ft<sup>2</sup>

(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 provide 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 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 \_\_\_\_\_

Unusable for  
a transaction  
Specimen

Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 (appliances, swimming pool, heat pump, etc.):  
\_\_\_\_\_  
\_\_\_\_\_

## 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, unless written instructions to the contrary are given by the SELLER.

## 7. REMUNERATION

7.1 The SELLER shall pay to the AGENCY or the BROKER, in the cases provided in 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

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 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 its remuneration with another agency or another broker collaborating in the sale, 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 conclusion of the agreement for the sale of the IMMOVABLE, all conditions of which having been fulfilled, except the signing of the deed of sale and the payment of the purchase price.
- 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 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: \_\_\_\_\_ ;
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 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 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.

### 8.3 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, 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.

- 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 for the IMMOVABLE:
- reflecting any operation, amendment or cadastral renovation;
  - reflecting the current physical state of premises (e.g. heat pump, terrace, fence, shed, swimming pool), restrictions of private law (e.g. servitude, real rights or other charges), and restrictions of public law (e.g. municipal by-laws).
- 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, 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.
- 8.7 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 clause 11.1 or any annex forming part of this contract, and subject to any regulations, 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.

## 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 before a notary 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. to inform the SELLER, in writing and without delay, of any remuneration agreement that could conflict with the interests of the SELLER;
  9. 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 sub-section 8, the nature of the relationship with such person or partnership, and the nature of the remuneration owed, if it is a non-monetary benefit;
  10. to disclose to the SELLER, in writing and without delay, any sharing, other than that 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 that share and, in the case of a non-monetary benefit, the nature of the compensation;
  11. to use the information contained in this contract only in accordance with the terms and conditions stipulated in the contract or by law;
  12. 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;
  13. to honour any specific commitment made in 11.1;
  14. 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 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 day 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 Annex Declarations by the seller of the immovable 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. 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.

## 15. SIGNATURES

### 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 \_\_\_\_\_, at \_\_\_\_\_ : \_\_\_\_\_.  
DATE

SIGNATURE OF AGENCY OR BROKER

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

SIGNATURE OF SELLER 1 OR HIS REPRESENTATIVE

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

SIGNATURE OF AGENCY OR BROKER

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

SIGNATURE OF SELLER 2 OR HIS REPRESENTATIVE

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

SIGNATURE OF SELLER 3 OR HIS REPRESENTATIVE

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

SIGNATURE OF SELLER 4 OR HIS REPRESENTATIVE



THE OACIQ DEVELOPS FORMS AS PART OF ITS PUBLIC PROTECTION MISSION.

© Organisme d'autorégulation du courtage immobilier du Québec, 2012, 2017, 2022. No reproduction without written permission.  
INFO OACIQ | Tel.: 450-462-9800 or 1-800-440-7170 | info@oaciq.com | oaciq.com

EBCS 00001

**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.

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

Unusable for  
a transaction  
Specimen

v122\_06/2022