

NOTE – This form is to be used when a written brokerage contract is signed with a natural person.

1. IDENTIFICATION OF THE PARTIES

IDENTIFICATION OF THE AGENCY OR BROKER

NAME OF AGENCY OR BROKER

real estate agency real estate broker acting on his own account

NAME OF AGENCY OR BROKER

real estate agency real estate broker acting on his own account

ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL

ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL

REPRESENTED BY

REPRESENTED BY

Licence number:

Licence number:

carrying on activities within the following business corporation:

carrying on activities within the following business corporation:

NAME OF BUSINESS CORPORATION

NAME OF BUSINESS CORPORATION

(hereinafter called "the AGENCY" or "the BROKER")

IDENTIFICATION OF THE BUYER

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

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

(hereinafter called "the BUYER")

1.1 The BUYER's identity was verified on _____ using the following document for:

DATE

BUYER 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: _____

BUYER 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 BUYER is represented, indicate:

Nature of relationship between BUYER 1 and his representative:

Nature of relationship between BUYER 2 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 1, indicate:

For BUYER 2, 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 BUYER retains the exclusive services of the AGENCY or the BROKER to search for an immovable as described hereunder and obtain an agreement to purchase. This contract expires at 11:59 p.m. on _____.

Failing a stipulation as to the date of expiry, this contract shall expire 30 days after its making.

Unless otherwise stipulated in clause 10.1, this contract can be terminated.

3. ESSENTIAL FEATURES OF THE IMMOVABLE

3.1 _____

(E.G. RESIDENTIAL, LEASE, VACATION PROPERTY, SITE, LOCATION OR ADDRESS OF IMMOVABLE)

(hereinafter called "the IMMOVABLE")

4. ADDITIONAL FEATURES

4.1 _____

(E.G. TYPE OF CONSTRUCTION, YEAR BUILT, NUMBER OF ROOMS, BEDROOMS, BATHROOMS, POWDER ROOMS, LOT SIZE, GARAGE, POOL, WATERFRONT, NEAR SCHOOL OR OTHER SERVICES)

5. DESIRED PRICE AND TERMS OF PURCHASE

5.1 Desired purchase price: _____ dollars

(\$ _____).

Any taxes on Goods and Services, Québec sales tax or other tax that may be imposed as a result of the sale of the IMMOVABLE, as applicable, and to be collected by the seller under applicable tax laws shall be remitted by the BUYER to the seller upon the signing of the deed of sale.

5.2 Cash available: _____ Monthly payments: _____ Other(s): _____

5.3 Desired date or time frame for signing of the deed of sale: _____

5.4 Desired date or time frame for occupancy: _____

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6. REMUNERATION (PLUS TAXES)

6.1 The BUYER shall pay to the AGENCY or the BROKER, in the cases provided in 1, 2 and 3 of this clause, remuneration of:

_____ percent (_____ %) of the price indicated on a promise to purchase, in the cases provided in 1 and 2, or of the desired price indicated in clause 5.1, in the case provided in 3 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 seller's fault, where an agreement relating to the purchase, exchange or lease of an immovable referred to in clause 3.1, to which the BUYER is party, 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;

OR

2. where an agreement relating to the purchase, exchange or lease of an immovable referred to in clause 3.1, to which the BUYER is party, takes place within 180 days following the expiry date of this contract, where the BUYER was interested in this immovable during the term of the contract, unless, during this period, the BUYER concluded in good faith with another agency or another broker a contract stipulated to be exclusive for the purchase, exchange or lease of an immovable referred to in clause 3.1;

OR

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

6.2 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 BUYER to the AGENCY or the BROKER, in accordance with applicable tax provisions.

6.3 The AGENCY or the BROKER undertakes to collect any remuneration due by another agency or broker. The amount of remuneration thus collected by the AGENCY or the BROKER shall be deducted from the remuneration provided for in this contract.

Likewise, if the AGENCY or the BROKER collects remuneration under another brokerage contract to which it is a party, the portion offered as share to another agency or another broker shall be deducted from the remuneration provided for in this contract.

6.4 The AGENCY or the BROKER shall not claim remuneration from the BUYER in the following cases:

1. if the AGENCY or the BROKER or the broker representing the AGENCY sells to the BUYER an immovable in which:

- a) he holds an interest;
- b) a partnership or legal person controlled by him holds an interest.

OR

2. if one of the following persons sells to the BUYER an immovable in which he holds an interest:

- a) the married, civil union, or de facto spouse of the BROKER or of the broker representing the AGENCY;
- b) a legal person or a partnership controlled by the married, civil union or de facto spouse of the BROKER, or of the broker representing the AGENCY.

7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

7.1 During the term of this contract, the BUYER undertakes not to, directly or indirectly:

1. negotiate or take steps on his own, or through a person other than the AGENCY or the BROKER, with the owner of any immovable referred to in clause 3.1;
2. become party to an agreement to purchase, exchange or lease any immovable referred to in clause 3.1, other than through the AGENCY or the BROKER.

7.2 Notwithstanding clause 7.1, the BUYER shall have the right to visit an immovable when it is open to the public without an appointment (Open House). However, the BUYER undertakes to disclose, at the time of the visit, that he is represented by the AGENCY or the BROKER. He also undertakes to disclose to the AGENCY or the BROKER any interest he may have in an immovable, including as a result of such visit.

7.3 The BUYER declares that, unless stipulated otherwise in clause 10.1, he has not concluded any exclusive mortgage brokerage contract or any brokerage contract to purchase, which may still be in effect, with an agency or a broker other than the AGENCY or the BROKER, nor any promise to purchase, exchange or lease, or any lease with a right of first refusal in his favour with the owner of any immovable referred to in clause 3.1.

7.4 The BUYER shall provide to the AGENCY or the BROKER, upon request, a copy of the documents needed to establish his financial capacity to acquire an immovable referred to in clause 3.1, at the price indicated in clause 5.1.

7.5 The BUYER 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. OBLIGATIONS OF THE AGENCY OR THE BROKER

8.1 In accordance with generally accepted practices, the AGENCY or the BROKER undertakes:

1. to perform the object of the contract loyally, diligently and competently;
2. to submit, as soon as possible, any written promise to purchase, lease or exchange received from the BUYER regarding the IMMOVABLE;
3. to make all the usual verifications and to demonstrate the accuracy of the facts or data provided to the BUYER;
4. to inform the BUYER in writing, without delay, of any interest that this AGENCY or BROKER or the broker representing the AGENCY holds in any immovable submitted to the BUYER and to terminate this contract before the BUYER submits a transaction proposal on this immovable;
5. to inform the BUYER in writing, without delay, that he is also representing the prospective seller of the IMMOVABLE, for remuneration, where a brokerage contract with the seller exists;
6. to inform the BUYER in writing, without delay, of any remuneration agreement that could conflict with the interests of the BUYER;
7. to disclose to the BUYER in writing, without delay, the identity of any person or partnership owing him any remuneration in accordance with an agreement disclosed under sub-section 6, the nature of the relationship with such person or partnership, and the nature of the remuneration owed, if it is non-monetary benefit;
8. to use the information contained in this brokerage contract only in accordance with the terms and conditions stipulated in the contract or by law;
9. to notify the BUYER 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 BUYER ceases to act for this AGENCY, or if the identity of the broker representing the AGENCY with the BUYER changes;
 - c) where he is acting as BROKER, whenever he ceases to act on his own account.
10. to honour any specific commitment made in 10.1.

9. CHANGE AFFECTING THE AGENCY OR THE BROKER BOUND BY A BROKERAGE CONTRACT

Clauses 9.1 and 9.2 apply to the BROKER, even if this contract is stipulated to be non-cancellable.

9.1 If the BROKER ceases to carry on brokerage activities on his own account to carry them on instead for an agency, the BUYER 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 BUYER 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, no later than the day on which the BROKER begins to carry on brokerage activities for the agency, this contract shall be terminated.

9.2 This contract is deemed to be terminated when the BROKER ceases his activities or from the time his licence is suspended or revoked.

Clauses 9.3 and 9.4 apply to the AGENCY, even if this contract is stipulated to be non-cancellable.

9.3 If the broker referred to in this contract as the AGENCY's representative ceases to carry on brokerage activities for the agency to carry them on instead on his account or for another agency, the BUYER may elect to continue to do business with the broker or with the AGENCY in accordance with this contract, by sending the AGENCY a notice stating his choice, no later than the day on which the broker ceases to carry on activities for the AGENCY.

If the BUYER 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 BUYER 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, this contract shall be terminated.

9.4 Except on contrary notice from the BUYER, or should the broker referred to in this contract as the AGENCY's representative ceases to carry on activities, if the AGENCY ceases to carry on its activities, this contract shall be terminated on the date on which the AGENCY ceases its activities, and the BUYER shall then be bound to the broker now carrying on activities on his account or to the agency for which the broker now carries on activities, under the same terms and conditions as those provided for in this contract.

In case of notice to the contrary or if the BROKER completely ceases his activities, this contract shall be terminated on the date on which the AGENCY ceases its activities.

10. OTHER DECLARATIONS AND CONDITIONS

10.1 _____

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10. OTHER DECLARATIONS AND CONDITIONS (CONT'D)

11. ANNEXES

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

General Annex AG- [] [] [] [] [] [] Remuneration and Costs Annex RC- [] [] [] [] [] [] Other(s): _____

12. INTERPRETATION

- 12.1 Unless the context dictates otherwise, the masculine form includes the feminine and neutral forms and vice versa, and the singular includes the plural and vice versa.
- 12.2 This contract and the performance thereof are governed by the laws of Québec.

13. CONCILIATION, MEDIATION AND ARBITRATION

13.1 In case of dispute between the AGENCY or the BROKER and the BUYER, 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 BUYER.

14. SIGNATURES

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

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 BUYER acknowledges having read, understood and agreed to this contract, including any Annexes thereto, and having received a duplicate thereof.

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

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

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF BUYER 1 OR HIS REPRESENTATIVE

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

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

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF BUYER 2 OR HIS REPRESENTATIVE