

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 LESSEE

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

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

(hereinafter called "the LESSEE")

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

DATE

LESSEE 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: _____

LESSEE 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 LESSEE is represented, indicate:

Nature of relationship between LESSEE 1 and his representative:

Nature of relationship between LESSEE 2 and his representative:

RELATIONSHIP TO LESSEE (E.G. MANDATARY)

RELATIONSHIP TO LESSEE (E.G. MANDATARY)

For LESSEE 1, indicate:

For LESSEE 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 THE CONTRACT

2.1 The LESSEE retains the exclusive services of the AGENCY or the BROKER to offer for sublease and obtain an agreement for the subleasing of the PREMISES 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 10.1, this contract can be terminated.

3. SUMMARY DESCRIPTION OF THE PREMISES

3.1 The immovable is designated as follows:

NUMBER STREET APPARTMENT CITY PROVINCE POSTAL CODE

CADASTRAL DESCRIPTION OF IMMOVABLE OR PRIVATE PORTION OF PARKING SPACE OF STORAGE SPACE

DIMENSIONS OF THE IMMOVABLE OR THE PRIVATE PORTION m ft AREA OF THE IMMOVABLE OR THE PRIVATE PORTION IN THE CADASTRAL PLAN m² ft²

The immovable held in divided co-ownership includes:

_____ parking space(s), number(s) _____ private portion common portion for restricted use other: _____ indoor outdoor
_____ storage space(s), number(s) _____ private portion common portion for restricted use other: _____ indoor outdoor

and all related rights in common portions: _____
SHARE OF COMMON PORTIONS CADASTRAL DESCRIPTION OF COMMON PORTIONS

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

(E.G. ADDRESS, APARTMENT OR SUITE NO., 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 m² ft²

(hereinafter called "the PREMISES")

4. RENT AND SUBLEASING CONDITIONS

4.1 The asking rent is: _____ dollars
(_____ \$) per week per month other: _____,
for a total amount of _____ dollars (_____ \$) for
the entire term of the sublease in case of a fixed-term lease.

4.2 TERM OF THE SUBLEASE OF THE PREMISES: _____ month year(s)

4.3 DATE OF OCCUPANCY OF THE PREMISES: As of _____
DATE

4.4 USE OF THE PREMISES (e.g. residence only or other): _____

4.5 INCLUSIONS – Included in the sublease are the following items: _____

Which must be in good working order for the term of the sublease.

4.6 EXCLUSIONS – Excluded from the sublease are the following items: _____

4.7 Indicate below the service fees or taxes to be assumed by the prospective sublessee (e.g. connected alarm system, snow removal contract, electricity, heating, water tax, etc.):

5. INFORMATION LISTING SERVICES

5.1 The LESSEE authorizes the AGENCY or the BROKER to send the information concerning the PREMISES, the information contained in this contract and the Annexes thereto, and all interior and exterior photographs of the PREMISES, without delay and according to generally accepted practices, to subscribers of information listing services for agencies and brokers such as MLS, Centris, or any similar service listed below:

including for the purpose of marketing the PREMISES and establishing comparables and statistics.

OR

The LESSEE acknowledges having been informed of his right to use an information listing service and having waived his right to do so.

5.2 The AGENCY or the BROKER shall begin the marketing of the PREMISES and the performance of this contract only once the PREMISES are listed on these services, unless written instructions to the contrary are given by the LESSEE.

6. REMUNERATION (PLUS TAXES)

6.1 The LESSEE shall pay to the AGENCY or the BROKER, in the cases provided in 1, 2, 3 and 4 of this clause, remuneration of:

_____ percent (_____ %) of the total amount of the rent established for the sublease or the total amount of the rent indicated in 4.1;

OR

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

1. except if no lease is concluded through the sublessee's fault, or if the lessor refuses to consent the sublease, where an agreement to sublease the PREMISES is concluded during the term of the contract, whether through the AGENCY or BROKER or not, and all conditions thereof are fulfilled, except the conclusion of the lease; or
2. where a promise to sublease conforming to the conditions of lease provided for in this brokerage contract is submitted to the LESSEE during the term of this contract and the LESSEE refuses it; or
3. where a subleasing agreement for the PREMISES occurs within 180 days following the expiry date of this contract with a person who was interested in the PREMISES during the term of the contract, unless, during that period, the LESSEE concluded in good faith with another agency or broker a contract stipulated to be exclusive for the subleasing of the PREMISES;
4. where the LESSEE 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 LESSEE to the AGENCY or the BROKER in accordance with applicable tax provisions.

6.3 The LESSEE recognizes the AGENCY's or the BROKER's right to share his remuneration with another agency or broker collaborating in the transaction, even if such agency or broker has no link with the LESSEE. The AGENCY or the BROKER shall be deemed to have assigned all or part of his claim to a collaborating agency or broker as of the date of acceptance of the agreement for the leasing of the PREMISES, all conditions of which having been fulfilled, except the signing of the lease.

6.4 The AGENCY or the BROKER agrees to collaborate with any other agency or broker upon request, including by sharing his 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 PREMISES 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 total amount of the rent established;

OR

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

6.5 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 PREMISES, including the subleasing thereof, or if the broker representing the AGENCY for the purpose of this contract acquires an interest in the PREMISES, including the subleasing thereof:
 - a) for himself;
 - b) for a partnership or legal person controlled by him.

OR

2. if one of the following persons acquires an interest in the PREMISES, including the subleasing thereof:
 - 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 LESSEE

7.1 The LESSEE declares that, unless stipulated otherwise in 10.1 or in any Annex forming an integral part of this contract:

1. he is responsible, together with the lessor of the PREMISES, for checking the payment habits of any prospective sublessee;
2. he is not aware of any restriction relating to the subleasing of the PREMISES;
3. 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;
4. he has not received any notice of non-compliance from a competent authority or an insurer with which he has not complied;
5. the PREMISES or the immovable where they are located are serviced by and connected to municipal water and sewer services;
6. he is duly authorized to sign this contract and to accept any agreement to sublease the PREMISES;
7. the PREMISES or the immovable where they are located are not the subject of another brokerage contract with another broker or agency, of any agreement to sell, lease, sublease or exchange the PREMISES, or of a lease containing a right of first refusal in favour of a third party;
8. there is no exclusivity clause which could harm the use of the PREMISES mentioned in 4.4;
9. the PREMISES may be used for the purpose for which they are subleased and he will maintain them as such for the entire term of the lease.

7.2 During the term of this contract, the LESSEE agrees not to, whether directly or indirectly:

- 1) offer the PREMISES for sublease on his own or through a person other than the AGENCY or the BROKER;
- 2) become party to an agreement concerning the sublease of the PREMISES other than through the AGENCY or the BROKER.

7.3 The LESSEE shall supply to the AGENCY or the BROKER, as soon as possible, the following documents in his possession: LESSEE'S lease, any service contract to be assumed by the sublessee, any proxy, declaration of co-ownership, by-law of the immovable regarding rules on enjoyment, use and maintenance of the dwellings and the common portions where such a by-law exists and, generally, any document concerning the PREMISES.

7.4 If the PREMISES or a portion thereof are used as a family residence by the LESSEE, the LESSEE shall remit to the AGENCY or the BROKER, either a document evidencing his spouse's consent to and, where applicable, concurrence in this contract, and an undertaking by the latter spouse to intervene in the lease for the same purpose, or a copy of a judgment authorizing the LESSEE to sublease the immovable where the PREMISES are located without his spouse's consent and concurrence.

7.5 The LESSEE agrees to notify the lessor, as soon as the promise to sublease is signed, of his intention to sublease and provide him with the name and address of the person to whom he intends to sublease the PREMISES and to obtain the consent of the lessor to the sublease.

7.6 The LESSEE grants the AGENCY or the BROKER the exclusive right:

1. to show the PREMISES at any reasonable time, with appointments to be arranged directly with the occupant at least twenty-four (24) hours in advance. 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 10.1 or any Annex forming part of this contract, and subject to any regulation, to use any advertising and any signage he considers appropriate. The AGENCY or the BROKER may allow other agencies or brokers to exercise this right in whole or in part.

For this purpose, the LESSEE agrees to take all necessary steps with the lessor, the building manager, the Syndicate of co-owners or the Manager of the co-ownership.

7.7 The LESSEE shall deliver the PREMISES to the potential sublessee in good repair in all respects, clean and habitable, and shall provide him with peaceable enjoyment of the PREMISES for the entire term of the lease. The LESSEE will not deliver PREMISES that are unfit for habitation. A dwelling is unfit for habitation when its condition represents a serious threat to the health or safety of its occupants or the public, or if when it has been declared unfit by the court or by a competent authority.

7.8 The LESSEE declares that the information contained in this contract has been given in good faith and to the best of his knowledge. He shall provide to the AGENCY or the BROKER representing it and, if applicable, the potential sublessee, in writing, any additional information relating to the PREMISES as soon as he becomes aware of it.

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 to the LESSEE, as soon as possible, any written promise received regarding the sublease or assignment of the lease of the PREMISES;
3. to make the usual verifications, including regarding the information contained in any document used to describe the PREMISES;

4. to send to the LESSEE without delay a copy of any document containing the information used to describe the PREMISES referred to in this brokerage contract;
5. to perform any normal marketing activity;
6. not to use the word "subleased" in any advertising, including advertising on a sign, unless an agreement for the sublease of the PREMISES has been accepted and all the conditions, except the signing of the lease, have been fulfilled, and a written agreement has been obtained from the lessor. It is understood that any sign posted on the PREMISES shall be removed within five (5) days following the signing of the sublease or as soon as this contract expires, whichever first occurs;
7. to inform the LESSEE in writing, without delay, of any interest that this AGENCY or this BROKER plans to acquire in the PREMISES referred to in this contract and, before submitting a transaction proposal, to terminate this contract;
8. to inform the LESSEE in writing, without delay, that he is also representing the sublessee, for remuneration, where a brokerage contract with the sublessee exists;
9. to inform the LESSEE in writing, without delay, of any remuneration agreement that could conflict with the interests of the LESSEE;
10. to disclose to the LESSEE in writing, 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 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 LESSEE 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 LESSEE ceases to act for this AGENCY or if the identity of the broker representing the AGENCY with the LESSEE 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 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 LESSEE 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 LESSEE shall then be bound to the agency under the same terms and conditions as those set out 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.

9.2 This contract is deemed to be terminated from the ceasing of the BROKER'S activities or from the suspension or revocation of his licence.

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 LESSEE 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 LESSEE 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 LESSEE 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 LESSEE, or should the broker referred to in this contract as the AGENCY's representative cease 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 LESSEE shall then be bound to the broker now carrying on activities on his account or, as the case may be, 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.

10.1

Unusable for
a transaction

Specimen

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 LESSEE, the Organisme d'autorégulation 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 LESSEE.

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 (3) 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 LESSEE acknowledges having read, understood and agreed to this contract, including any Annexes thereto, and having received a duplicate thereof.

Signed in _____, Signed in _____,

on _____ DATE, at _____ : _____ . on _____ DATE, at _____ : _____ .

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF LESSEE 1 OR HIS REPRESENTATIVE

Signed in _____, Signed in _____,

on _____ DATE, at _____ : _____ . on _____ DATE, at _____ : _____ .

SIGNATURE OF AGENCY OR BROKER

SIGNATURE OF LESSEE 2 OR HIS REPRESENTATIVE

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

Signed in _____,

on _____ DATE, at _____ : _____ .

SIGNATURE OF LESSEE'S SPOUSE