



## WORDING REQUIRED BY THE CONSUMER PROTECTION ACT (Long-term rental contract)

The consumer has no right of ownership to the leased property.

The merchant assumes the risk of loss or deterioration of the property contemplated herein due to a case of force majeure unless the consumer holds the property without right or, as the case may be, the merchant has transferred ownership of the property to the consumer.

The consumer enjoys the same rights and guarantees in relation to the leased property as a consumer who owns such property. If the consumer fails to fulfill the obligations in the manner set out herein, the merchant may:

- A. Require immediate payment of what is past due, or
- B. Retake possession of the property contracted for.

Before retaking possession of the goods, the merchant must give the consumer written notice and thirty (30) days during which the consumer may decide to:

- A. Remedy the fact that he or she is in default, or
- B. Return the goods to the merchant.

The consumer may return the good at any time during the rental, even if he or she has not received a notice of repossession.

When the consumer returns the good to the merchant, the contract is rescinded of right. The merchant is thus not bound to return the amount of the payments due it has already collected to the consumer, and it cannot claim any damages other than those actually resulting, directly and immediately, from the rescission of the contract.

The merchant is bound to minimize its damages.

It is in the consumer's interest to refer to sections 116, 150.10, 150.11, and 150.17 of the Consumer Protection Act (CQLR, c. P-40.1) and, if needed, to contact Office de la protection du consommateur.

## WORDING REQUIRED BY THE CONSUMER PROTECTION ACT (Contract entered by an itinerant merchant)

1. The consumer can cancel this contract within ten (10) days following the one on which each of the parties is in possession of a duplicate of the contract.

2. The merchant cannot receive any payment before the expiry of the ten (10) day period provided above for cancellation, unless the consumer has already received the good contracted for.

3. The consumer can cancel the contract within ten (10) days using one of the following three (3) methods: a) by returning the good to the merchant or its representative; b) by returning to the merchant or its representative the signed and completed cancellation form, which must be attached to the duplicate of the contract; or c) by sending the merchant or its representative written notice stating his or her intention to cancel the contract.

4. The contract is cancelled, without any further formality, from the return of the good or the sending of the form or notice.

5. Within ten (10) days following the cancellation, the consumer and merchant must restore what each has received from the other. The consumer assumes the restitution costs.

6. The merchant assumes the risk of loss or deterioration, even by force majeure, of the good contracted for until the expiry of the ten (10) day period provided above for the restitution of goods.

7. The consumer cannot cancel this contract if, as a result of an act or a fault for which he or she is liable, he or she is unable to restore the good to the merchant in the condition in which it was received. It is in the consumer's interest to refer to sections 58 to 65 of the Consumer Protection Act (CQLR, c. P-40.1) and, if needed, to contact Office de la protection du consommateur.

## RECESSION AND CANCELLATION FORM (LEASE CONTRACT)

To \_\_\_\_\_  
Merchant's name

\_\_\_\_\_  
Merchant's name

Pursuant to Section 59 of the Consumer Protection Act, I cancel contract no. \_\_\_\_\_

Concluded on \_\_\_\_\_  
Day / Month / Year

At \_\_\_\_\_  
Place where the contract was concluded

Date form was sent: \_\_\_\_\_  
Day / Month / Year

\_\_\_\_\_  
Consumer's name

\_\_\_\_\_  
Consumer's signature

\_\_\_\_\_  
Consumer's address

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