

PROFESSIONAL FEES, SERVICES AGREEMENT AND INSTRUCTIONS

Date: _____

Between:

Bergeron Renaud, huissiers de justice Inc.
168, Freeman Road
Gatineau, QC, J8Z 2B5
(819) 595-9262
execution@bergeronrenaud.com

And the customer

Name(s) / Company: _____
Number, street, app.: _____
City, prov., PC: _____
Phone: _____
Email: _____

BASIC FILE INFORMATION:

District: _____ Court: _____

File number: _____ T.A.L. number: _____

Date of judgment: _____ Notice of judgment: ☐ Yes ☐ No ☐ To verify

Appeal period: ☐ 10 days ☐ 20 days ☐ 30 days

Executable from _____

IDENTIFICATION OF THE PARTIES

Name(s): _____ _____ _____ Plaintiff(s)	Name(s) : _____ _____ _____ Defendant(s)
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Client's initials

- ☐ The client has provided a certified copy of the judgement to be executed;
- ☐ The customer confirms that no partial payment of the debt has been received as of this date;
- ☐ The customer confirms to have received _____ in partial payments of the debt on _____ as of this date.

INFORMATION ABOUT THE DEFENDANT :

The customer provides the information about the defendant that is useful to enforce the judgment:

Date of birth _____ (if known (art. 684, al. 1 C.c.p.. ¹))

Home address: _____

Other places where the defendant could be reached: _____

Home phone: _____ Office phone : _____

Cell phone: _____ Email: _____

OBLIGATION OF VERIFICATION WITH SOQUIJ

- ☐ Verification if an execution has already begun against this defendant
- ☐ No ➔ The bailiff accepts the mandate ☐ 2 defendants
- ☐ Yes ➔ The bailiff will check with the bailiff in charge of the file in the other bailiff firm
 - ☐ The bailiff suggests that the customer sends his file to the bailiff responsible for execution in the other bailiff firm
 - ☐ The customer accepts
 - ☐ The client refuses and chooses not to immediately exercise the right resulting from the judgment (article 2924 C.c.Q)

Client's initials

¹ The other information required under this article will be obtained from the debtor, if applicable, upon service of the notice of execution.

FOLLOWING THE INFORMATION AND DISCUSSIONS, THE CUSTOMER INSTRUCTS TO:

☐ Evict the defendant;

Locksmith? Yes / No	Movers? Yes / No	Animals? Yes / No Type : _____
Size of app : _____	Rented Goods? Yes / No Copy of lease given? Yes / No	Known mental health issues of the tenant? Yes / No
Is the door identified? Yes / No Specify: _____		
Where is the door located? Specify: _____		
What is the door code? Specify: _____		
Do we need a key? Yes / No ☐ The customer has provided an identified key: _____		

☐ Seize the movable property of the defendant (Art. 702 C.c.p.);

List of movable property? ☐ Yes ☐ No Note: If yes, see Appendix

☐ Seize goods on the individual of the defendant (Art. 722 C.c.p.);

☐ Seize technological supports (Art. 727 C.c.p.);

☐ Seize goods in a safe deposit box (Art. 729 C.c.p.);

☐ Seize a registered road vehicle (Art. 730 C.c.p.);

☐ Seize cash

☐ Seize the defendant's bank account (Art. 711 C.c.p.);

Name: _____ Account number: _____

Address: _____

☐ Seize the defendant's remuneration (Art. 711 C.c.p.);

Employer's name: _____

Address: _____

☐ Put the customer in possession of the following goods:

List of movable property? ☐ Yes ☐ No Note: If yes, see Appendix

☐ Seize the defendant's goods that are in the possession of a third party:

Name: _____

Address: _____

Client's initials

☐ Seize the defendant's immovable property and disposing of it to satisfy the debt (art. 702 C.c.p.) (If there are several properties, see Appendix);

Lot number: _____ Registration division: _____

Address: _____

☐ Obtain the voluntary enforcement by means of installment payments (Art. 663 C.c.p.).

WHEN THE BAILIFF ACCEPTS THE MANDATE

The customer will give the sums necessary for the execution (art. 680 al. 2 C.c.p.)

1st deposit : _____ 2nd deposit : _____
(Beginning of the file) (Day before the execution)

GENERAL TERMS OF THE PROFESSIONAL SERVICES AGREEMENT

EXTENT OF OUR WORK

We will always act for you to the best of our ability. It is with our best professional judgment that we will advise you as to the eventual outcome of the file that you entrust to us. You assure us of your full cooperation and agree to promptly provide us with all information you know and can obtain that is relevant to the file we are handling for you.

The bailiff identified as responsible for the client in the professional services agreement is available to discuss with you any question related to your file.

FEES & EXPENSES

The new Code of Civil Procedure provides that the creditor transmits to the bailiff, with instructions, the sums necessary for the enforcement (art. 680 al. 3 C.c.p.). Thus, our fees paid by you but claimed from the debtor are provided for in the *Tariff of fees of court bailiffs* (L.R.Q, chapter H-4.1, r. 13.1) adopted under the authority of section 13 of the Court Bailiffs Acts (L.R.Q, c. H-4-1) or any other regulation adopted by the government under the authority of any other law.

Our fees that are **assumed solely by you and that are not claimed from the debtor** are suggested by the Chambre des huissiers de justice du Québec pursuant to a resolution of the Board of Directors under the authority of paragraph 12 of article 86.0.1 of the Professional Code (L.R.Q., c. C-26). These fees are previously agreed upon with you in this professional services agreement, such as:

- 1) Opening file fee of \$150.00 + tax
- 2) Management fee of \$17.50 + tax
- 3) Telephone discussions, emails and various follow-ups fee of \$153.00 + tax
- 4) Travel to the courthouse to obtain the case number at the appropriate court fee of \$49.76 + tax
- 5) SOQUIJ research fee of \$15.00 + tax
- 6) transfer of your file to another bailiff firm fee of \$25.00 + tax

Client's initials

The expenses incurred in carrying out the mandate you entrust to us include certain services such as photocopies, faxes, special mailing costs, long-distance telephone calls, as well as legal or publication expenses.

Our invoices will clearly distinguish between the two categories of fees and expenses. Upon request, we will be pleased to estimate the fees and expenses related to a file. However, it is often difficult to predict the amount of work required as well as the steps necessary to carry out a mandate and the ultimate cost may be more or less than anticipated. Consequently, unless otherwise agreed in writing, we do not give any assurance as to the maximum amount of fees and expenses required to complete a file and the payment of our fees and expenses is not conditional on the result obtained.

All fees and expenses may be paid from advances deposited in trust with us.

EMAIL

☐ You authorize us to use email, an unsecured means of communication, to communicate information to you. You may withdraw this authorization upon five days written notice to us.

DISTRIBUTION OF SUMS RECEIVED, SEIZED OR COLLECTED

It is expressly agreed that the quarterly distribution (art. 772 C.c.p.) following the order of collocation, by analogy with articles 776 C.c.p. and 2651 C.C.Q., of the sums received, seized or collected.

TERMINATION OF THE AGREEMENT

Each of us may terminate this agreement at any time for a serious motive, subject to, as for us, the ethical rules relevant to professional conduct. For your information, these rules are notably but not exclusively provided for in articles 12 and 13 of the Code of Ethics of Bailiffs:

12. No bailiff can cease or refuse to act for a client except for a serious cause. The following serious cause:

- 1° the loss of trust from the customer;
- 2° the lack of cooperation from the customer;
- 3° the bailiff is in a conflict of interest or in a situation in which the bailiff's professional independence could be questioned;
- 4° inducement by the client to perform unlawful, unfair or fraudulent acts; or
- 5° the customer does not pay the bailiff's fees and disbursements on a regular basis.

Client's initials

13. Before ceasing to act on behalf of a customer, the bailiff must give prior notice to the customer of the reason and the time when the services will cease to be rendered. The notice must be given within a reasonable time under the circumstances and the necessary measures must be taken by the bailiff to prevent serious and foreseeable prejudice to the customer.

Should we unilaterally terminate this agreement, we will notify you in writing in accordance with the article 13 above.

GENERAL INFORMATION

☐ The customer acknowledges having received the general information sheet of the procedure and fees applicable to their file.

CONFIDENTIALITY AND DISCLOSURE

The information you communicate to us will be kept confidential in accordance with our ethical obligations and this agreement, unless you instruct us otherwise, or unless there is a legal obligation to disclose.

We owe the same obligation of confidentiality to all our customers.

You agree that we may disclose any relevant information to protect and/or defend ourselves in any current or potential legal proceedings, and that we may also disclose any relevant information on a confidential basis to the Chambre des huissiers de justice du Québec, our insurers and our professional advisors.

We may also be required to disclose your information under applicable law. You agree that we do this when necessary and that we consider that our general duty of confidentiality does not allow us to avoid this obligation.

For you to benefit from the most effective and efficient services possible, certain activities may be entrusted to people who are not employees of BERGERON RENAUD, HUISSIERS DE JUSTICE INC. In these cases, your information may be disclosed to third party organizations, including outside of the province of Quebec, to the extent that this is necessary for the performance of our services, including Quebec bailiff office, trainee bailiff, movers or locksmith. We take appropriate precautions to ensure the confidentiality of your information, including agreements with our third-party service providers and appropriate physical, administrative and technical security measures.

PROTECTION OF PERSONAL INFORMATION

To the extent that the information communicated contains personal information, we will comply with all obligations under applicable laws relating to the protection of personal information, including *the Act respecting the protection of personal information in the private sector*, when collection, use and communication of said personal information.

Client's initials

We only collect personal information that you transmit directly to the bailiff or our team as part of this agreement, including during any interaction with you by any means whatsoever. You acknowledge that any personal information you provide to us is accurate, complete and up to date, and, if it does not directly concern you, that you have obtained the consent of the person concerned.

Please limit the personal information you provide to us to those which are necessary to fulfill these purposes. If we require additional personal information, we will notify you.

We will use personal information for the purposes of this agreement, notably to perform our services, manage your file, respond to your requests, ensure billing and pay fees.

Subject to applicable laws, you can view your personal information at any time, request that it be corrected, and withdraw your consent to its use or disclosure.

ACCEPTANCE OF THE MANDATE

You wish to retain our professional services for the above-mentioned file.

The firm BERGERON RENAUD, HUISSIERS DE JUSTICE INC, by its representative and/or employee will be both the bailiff responsible for the client as well as the bailiff responsible for the file, i.e., responsible for rendering the required services.

In the absence of any other written agreement between us, this agreement will govern the professional services we may provide to you in this file (*as well as with regard to any other file that you may entrust to us subsequently*).

You will confirm your acceptance of the terms of the Professional Fees and Services Agreement by signing where indicated for acceptance and returning the attached copy of this letter, initialled on each page.

This agreement is in force upon signature

We thank you for the trust you have placed in us, and we extend to you our best regards.

Bergeron Renaud, huissiers de justice Inc.
168. Freeman Road
Gatineau, QC, J8Z 2B5
(819) 595-9262
execution@bergeronrenaud.com

Accepted this _____
(Date)

(Client's signature)

APPENDIX

Description of the movable property:

Descriptions of the immovable property:

Lot number: _____ Registration division: _____

Address: _____

Lot number: _____ Registration division: _____

Address: _____

Lot number: _____ Registration division: _____

Address: _____

Lot number: _____ Registration division: _____

Address: _____

Information on the bank accounts :

Name of bank: _____ Account number: _____

Address: _____

Name of bank: _____ Account number: _____

Address : _____

Name of bank: _____ Account number : _____

Address : _____

Client's initials