

(CONSUMER PROTECTION ACT, S. 150.13)

NOTICE OF FORFEITURE OF BENEFIT OF THE TERM CONCERNING LONG-TERM LEASE

Date:
(date on which notice is sent or given)

.....
(name of merchant)

.....
(telephone number of merchant)

.....
(address of merchant)

hereinafter called the merchant, gives notice to:

.....
(name of consumer)

.....

.....
(address of consumer)

hereinafter called the consumer,

that the consumer is in default to perform the obligation in accordance with the contract

(No.) (contract number, if any) entered into by them

.....(place where contract was entered into)

on (date on which contract was entered into) and that the following payment or payments are due

\$....., (amount of payment)

on (due date of payment)

\$....., (amount of payment)

on (due date of payment)

for a total of \$..... (amount due) at this date.

(or description of another type of default, such as failure to insure goods as provided for in the contract, to the extent that that requirement is allowed under the Act)

Consequently, if the consumer does not remedy the default by paying the amount due (or other remedy, if applicable) within 30 days of receiving this notice, the total amount of payments due and future instalments, in the amount of \$....., shall become payable at that time.

The consumer may, however, apply to the court to change the terms and conditions of payment or to be authorized to return the goods leased to the merchant. In that case, return of the goods authorized by the court entails the extinguishment of the obligation and the merchant is not required to return the amount of instalments he has received.

Such application must be served and filed in the office of the court within 30 days after the consumer receives this notice.

Furthermore, the consumer may also, without the authorization of the court, return the goods to the merchant and thus rescind his contract. In such case, the merchant is not bound to return the amount of the payments due the merchant has already received, and cannot claim any damages other than those actually resulting, directly and immediately, from the resiliation of the contract.

It is in the consumer's interest to examine the contract and, if further information is necessary, to contact the Office de la protection du consommateur.