|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| FAnb7mm | | | | | | | | | | | | | | | | Annexe A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | Entente particulière concernant les sorties organisées  dans le cadre des activités éducatives | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | **Loi sur la protection du consommateur,** article 206 et suivants  **Règlement sur la contribution réduite,** article 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | Note – La forme masculine utilisée dans ce formulaire désigne aussi bien les femmes que les hommes lorsque le contexte s’y prête. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Entre : | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| Prestataire de services de garde : | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Centre de la Petite Enfance Au Pays des Schtroumpfs | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adresse où les services  seront fournis : | | | | | | | | | | | | | | | | | | Numéro | | | | Rue | | | | | | | | | | | | | | | | | |  | | | | |
| 5200 | | | | Bélanger Est | | | | | | | | | | | | | | | | | | -- | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | Ville, village ou municipalité | | | | | | | | | | | | | | | | | Province | | | | Code postal | | | | | |
| Montréal | | | | | | | | | | | | | | | | | Qc | | | | H1T 1C9 | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Personne autorisée  (le cas échéant) : | | | | | | | | | | | | | | | | | | Nom de famille | | | | | | | | | | | | | | | Prénom | | | | | | | | | | | |
| Paquette | | | | | | | | | | | | | | | Linda | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **ci-après désigné le « PRESTATAIRE »** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Et : | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| Nom du parent : | | | | | | | | | | | | | | | | | | Nom de famille | | | | | | | | | | | | | | | Prénom | | | | | | | | | | | |
|  | | | | | | | | | | | | | | |  | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adresse : | | | | | | | | | | | | | | | | | | Numéro | | | | Rue | | | | | | | | | | | | | | | | | |  | | | | |
|  | | | |  | | | | | | | | | | | | | | | | | |  | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | Ville, village ou municipalité | | | | | | | | | | | | | | | | | Province | | | | Code postal | | | | | |
|  | | | | | | | | | | | | | | | | |  | | | |  | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **ci-après désigné le « PARENT »** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Concernant la garde de : | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| Nom de l’enfant : | | | | | | | | | | | | | | | | | | Nom de famille | | | | | | | | | | | | | | | Prénom | | | | | | | | | | | |
|  | | | | | | | | | | | | | | |  | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **ci-après désigné l’ « ENFANT »** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| **Article 1. Portée de l’entente** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Le **Parent** admissible à la contribution réduite et le **Prestataire** ont conclu une entente pour des services de garde éducatifs (entente principale).  Le **Parent** souhaite que son **Enfant** participe à une (des) sortie(s) organisée(s) par le **Prestataire** dans le cadre d’une activité éducative pour laquelle il encourt des frais. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Article 2. Description de la (ou des) sortie(s) et des frais afférents** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ***Date prévue de la sortie*** | | | | | |  | | | ***Description de la sortie − endroit*** | | | | | | | | | | | | | | | | | | | | | | | | | | |  | ***Frais demandés*** | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | variable | | | | | |  | | | voir selon le programme établit dans le groupe de l'enfant | | | | | | | | | | | | | | | | | | | | | | | | | | |  |  | | | | $ | |  |
|  | |  | | | | | |  | | | prix variable selon la sortie | | | | | | | | | | | | | | | | | | | | | | | | | | |  |  | | | | $ | |  |
|  | |  | | | | | |  | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | |  |  | | | | $ | |  |
|  | |  | | | | | |  | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | |  |  | | | | $ | |  |
|  | |  | | | | | |  | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | |  |  | | | | $ | |  |
|  | |  | | | | | |  | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | |  |  | | | | $ | |  |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | **Somme totale à débourser :** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | 0,00 | | | | $ | |  |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Article 3. Modalité de paiement** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Les frais pour chaque sortie seront payables le jour de la sortie  par chèque  par paiement comptant ou direct | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Article 4. Résiliation de l’entente par le Parent** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Le **Parent** peut mettre fin en tout temps à la présente entente en envoyant un avis au **Prestataire** conformément aux dispositions de la Loi sur la protection du consommateur. Un modèle d’avis est fourni en annexe de la présente.  La présente entente est résolue de plein droit à la date où il est mis fin à l’entente de services de garde conclue entre les parties. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Ministère de la Famille et des Aînés** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FO-0659-01 (06-2008) | | | | | | | | | | | | | | Annexe A − Page 1 de 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FAnb7mm | | | | | | | | | | | | | | | | Annexe A (suite) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | Entente particulière concernant les sorties organisées  dans le cadre des activités éducatives | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Article 5. Résiliation de l’entente par le Prestataire** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| En cas d’imprévu, le **Prestataire** peut annuler la (les) sortie(s) prévue(s) à la présente entente. Le **Prestataire** avisera le **Parent** aussitôt que possible de l’annulation de la (des) sortie(s). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Article 6. Dispositions diverses** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| La présente entente doit être signée en double exemplaire et les obligations du Parent ne débutent que lorsque ce dernier en a reçu une copie signée. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **MENTION EXIGÉE PAR LA LOI SUR LA PROTECTION DU CONSOMMATEUR** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (Contrat accessoire de louage) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Le présent contrat est accessoire du contrat de louage de services à exécution successive conclu le | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | *(insérer ici la date de signature de l’entente de services de garde par le parent).* | | | | | | | | | | | | | | | | | | | | | | | | | |
| « Le consommateur peut résilier le présent contrat à tout moment en envoyant la formule ci-annexée ou un autre avis écrit à cet effet au commerçant.  Le contrat est résilié, sans autre formalité, dès l’envoi de la formule ou de l’avis.  Si le consommateur résilie le présent contrat avant que le commerçant n’ait commencé à exécuter son obligation principale, le consommateur n'a aucuns frais ni pénalité à payer.  Si le consommateur résilie le contrat après que le commerçant ait commencé à exécuter son obligation principale, le consommateur n’a à payer que :   1. le prix de location du bien ou des services qui lui ont été fournis, calculé au taux stipulé dans le contrat; et 2. la moins élevée des deux sommes suivantes : soit 50 $, soit une somme représentant au plus 10 % du prix des services qui ne lui ont pas été fournis ou du prix de la durée de location non écoulée.   Dans les 10 jours qui suivent la résiliation du contrat, le commerçant doit restituer au consommateur l'argent qu'il lui doit.  Le consommateur aura avantage à consulter les articles **190** à **196** et **207** de la Loi sur la protection du consommateur (L.R.Q., c. P-40.1) et, au besoin, à communiquer avec l’Office de la protection du consommateur ». | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Signatures** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | |  | | | MOntréal | | | | | | | | | | | | | | | | | |  | | |  | | | | | | | | |
| Date | | | | |  | | | Lieu | | | | | | | | | | | | | | | | | |  | | | Signature du **Parent** | | | | | | | | |
|  | | | |  | | | Montréal | | | | | | | | | | | | | | | | | | |  | | |  | | | | | | | | |
| Date | | | |  | | | Lieu | | | | | | | | | | | | | | | | | | |  | | | Signature du **Prestataire** (personne autorisée) | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Ministère de la Famille et des Aînés** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FO-0659-01 (06-2008) | | | | | | | | | | | | | | Annexe A − Page 2 de 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FAnb7mm | | | | | | | | | | | | | | | | | Entente particulière concernant les sorties organisées  dans le cadre des activités éducatives | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Formule de résiliationLoi sur la protection du consommateur, article 190 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **À :** | | | | | Centre de la Petite Enfance | | | | | | | | | | | | | | | | | | | |  | | **Date de l’envoi :** | | | | | | | |  | | | | | | | | |  | |
|  | | | | | Au Pays des Schtroumpfs | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | |
|  | | | | | 5200 Bélanger ESt | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | |
|  | | | | | Montréal, Qc H1T 1C9 | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | *Nom et adresse du prestataire de services de garde* | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| En vertu de l’article 193 de la Loi sur la protection du consommateur, je résilie l’Entente particulière concernant les | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| sorties organisées dans le cadre des activités éducatives pour | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | *Prénom et nom de famille de l’****Enfant*** | | | | | | | | | | | | | | |
| conclue le | | | | | | |  | | | | | | | | | | | | | | à | Montréal | | | | | | | | | | | | | | | **.** | | | | | | | | |
|  | | | | | | | *Date* | | | | | | | | | | | | | |  | *Endroit* | | | | | | | | | | | | | | |  | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Nom du Parent : | | | | | | | | | | | | | | | | | | Nom de famille | | | | | | | | | | | | | | | Prénom | | | | | | | | | | | |
|  | | | | | | | | | | | | | | |  | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adresse : | | | | | | | | | | | | | | | | | | Numéro | | | | Rue | | | | | | | | | | | | | | | | | | Appartement | | | | |
|  | | | |  | | | | | | | | | | | | | | | | | |  | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | Ville, village ou municipalité | | | | | | | | | | | | | | | | | Province | | | | Code postal | | | | | |
|  | | | | | | | | | | | | | | | | |  | | | |  | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2014 | | | | |  | Montréal | | | | | | | | | | | | | | | | | |  | | | | |  | | | | | | | | |
| Date | | | | |  | Lieu | | | | | | | | | | | | | | | | | |  | | | | | Signature du **Parent** | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Ministère de la Famille et des Aînés** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FO-0659-01 (06-2008) | | | | | | | | | | | | | | Annexe A − Page 3 de 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |