

SECURITY IN THE FORM OF A PLEDGE OF MONEY (AGENCY)

This form is mandatory when an enterprise wishes to provide a security by pledging a sum of money in order to comply with the *Private Security Act* (CQLR, c. S-3.5) and its regulations.

The original of this form and the pledge must be sent to the Bureau de la sécurité privée at the following address:

1611 Crémazie Boulevard East, Suite 500, Montreal, Quebec H2M 2P2

SECTION A: AGENCY'S IDENTIFICATION

Legal entity name			
Québec Enterprise Number (NEQ)		BSP File No. or Agency Licence No.	
Number	Street	Suite	
City		Province	Postal code

SECTION B: DESCRIPTION OF THE PLEDGE

The amount of the pledge is \$10,000.00 Canadian.

Identify the security method used:

- Certified cheque payable to the Bureau de la sécurité privée
- Postal money order payable to the Bureau de la sécurité privée
- Bank draft or money order payable to the Bureau de la sécurité privée

SECTION C: UNDERTAKING OF THE AGENCY AS SURETY

WHEREAS the Agency identified in Section A (the "**Agency**") has applied to the Bureau de la sécurité privée (the "**Bureau**") for the issuance or renewal of a private security agency licence pursuant to the *Private Security Act* (CQLR, c. S-3.5) (the "**PSA**") and its regulations;

WHEREAS pursuant to Section 9(4) of the PSA, an enterprise that requires an agency licence must provide a security to guarantee the performance of its obligations in the amount and form determined by regulation;

WHEREAS the *Regulation under the Private Security Act* (r.1) (the "**Regulation**"), stipulates in its section 2(4°) that the application for an agency licence must be accompanied by a proof of the security required in Section 6 of the said Regulation;

WHEREAS the Regulation provides in Section 6 that the holder of an agency licence shall provide the Bureau with a security by pledge of money or bonds or by insurance policy in the amount of \$10,000.00;

WHEREAS the Agency chooses to fulfill this obligation by tendering to the Bureau the pledge described in Section B (the "**Pledge**");

IT IS UNDERSTOOD AND AGREED that the Agency, as surety, agrees to pay the Bureau, as beneficiary of this security, the principal, interests and costs awarded by any irrevocable judgment in favor of the Bureau obtained as a result of the exercise of a civil remedy with respect to a monetary obligation fixed by the PSA or any of its regulations, when the Agency fails to pay an amount due to the Bureau;

IT IS UNDERSTOOD AND AGREED that the Agency, as surety, undertakes to pay to the Bureau, as beneficiary of this security, any amount due under a settlement between the Bureau and the Agency pursuant to the exercise of a civil remedy concerning a monetary obligation fixed by the PSA or any of its regulations, when the Agency fails to pay an amount due to the Bureau;

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IT IS UNDERSTOOD AND AGREED that the Agency, together with its respective directors, legal representatives, successors and assignees, shall be solidarily liable to the Bureau as the principal debtor and surety for the amount of the Pledge;

IT IS UNDERSTOOD AND AGREED that the Agency hereby waives the benefits of discussion and division;

IT IS UNDERSTOOD AND AGREED that this security is valid and effective for the duration of any Agency licence, including the renewal of any such licence, if any, even if any such licence is suspended;

NOTWITHSTANDING THE FOREGOING, it is understood and agreed that the surety may terminate the security upon no less than ninety (90) days written notice, which notice shall be delivered by certified or registered mail to the address of the Bureau de la sécurité privée's head office;

IT IS UNDERSTOOD AND AGREED that notwithstanding the revocation or non-renewal of the Agency's licence, the Bureau will retain this Pledge for a period of ninety (90) days from the date of the revocation or the non-renewal of the licence. Beyond this period, the Bureau may retain the Pledge when informed of a monetary obligation for which this security could guarantee payment. Otherwise, the Bureau shall remit the full amount by check;

THIS SECURITY IS EFFECTIVE at the time the payment is debited in favor of the Bureau.

IN WITNESS WHEREOF the Agency has signed this security in (city) _____

on (date) _____.

SIGNATURES

WITNESS

Signature (witness)

Name of the witness (print)

Address of the witness

THE AGENCY

Signature by an authorized signatory* of the Agency

Name of the signatory (print)

Capacity or function of the signatory

Address of the signatory

***A. Authorized person ex officio:** A natural person who, by virtue of his status alone, may sign documents on behalf of the agency. This status may differ depending on the legal form of the enterprise. In the case of:

Corporation: They are the President, Vice-President, Secretary or Treasurer on the Board of Directors.

Individual enterprise: It is the sole proprietor.

Partnership: It is one of the partners.

Limited partnership: It is one of the general partners.

OR

B. Other person duly authorized to sign documents on behalf of the Agency: In the case of a corporation, it is a person duly authorized to sign this form under the by-laws of that corporation or a resolution of its board of directors. In the case of an individual enterprise or a partnership, it is a person duly authorized to sign this form under a procuration signed by one of the persons authorized to act ex officio. The procuration, the by-laws or the resolution authorizing the signatory in this matter must be attached to this form.