

**BROKER ACCREDITATION FORM (v16)**

Nickname:		
Last Name:	First Name:	Middle Name:
Date of Birth:	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	Company Name (if applicable):
Business Address:	Telephone No.:	Mobile No.:
	Email Address:	
PRC License No.:	Registration Date:	Valid Until:
<b>Bank Details where Professional's Fee will be deposited:</b>		
Bank:	Account Name:	Account Number:
Broker:	Approved By:	
<hr/> Signature Over Printed Name / Date <b>BROKER</b>	<hr/> <b>Michael Paolo S. Bellosillo</b> Signature Over Printed Name / Date <b>DEVELOPER</b>	

**REQUIREMENTS**

1. Duly-accomplished **Broker Accreditation Form** (this form)
2. Duly-accomplished and signed **Sales Agency Agreement** (attached)
3. Copy of Valid PRC License of Broker
4. Copy of SEC / DTI Certificate of Registration (if applicable)
5. Copy of BIR Form 2303 / Certificate of Registration
6. Copy / Picture of Sample BIR-Approved Official Receipt
7. Copy of Notarized Income Payee's Sworn Declaration of Gross Receipts/Sales

## SALES AGENCY AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This SALES AGENCY AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in Quezon City, Philippines, by and between:

**AZTALA CORPORATION**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Unit 1-T Tara Residences, #398 Tandang Sora Avenue, Bgy. Culiati, Quezon City, herein represented by its President, **Michael Paolo S. Bellosillo**, hereinafter referred to as the “**DEVELOPER**”;

and

\_\_\_\_\_, of legal age, Filipino, single / married, with residential address at \_\_\_\_\_, a Licensed Real Estate Broker with PRC License No. \_\_\_\_\_, hereinafter referred to as the “**ACCREDITED BROKER**”;

### WITNESSETH:

1. WHEREAS, the ACCREDITED BROKER has offered to provide sales agency services, and the DEVELOPER has confirmed his acceptance, for the sale and marketing of all projects of the DEVELOPER;
2. WHEREAS, the ACCREDITED BROKER hereby undertakes and binds himself to do the following scope of works:
  - a. Pre-qualify the Client
  - b. Market the projects according to the specifications and pre-determined selling price only
  - c. Accompany the Client during viewing or tripping to the projects
  - d. Coordinate with the DEVELOPER all matters concerning the marketing of the projects
  - e. Register the information of Client using the DEVELOPER's Customer Information Form
  - f. Explain the reservation process to the Client
  - g. Require the Client to sign the corresponding Reservation Agreement and other related documents
  - h. Strictly follow the price, specifications, and terms of payment set forth by the DEVELOPER
  - i. Secure from the DEVELOPER all necessary sales documents such as Reservation Agreement, Contract to Sell, Deed of Absolute Sale, Certificate of Acceptance, and all other necessary documents to finalize the sale
  - j. Remind and follow-up from the Client all payments due
  - k. Assist the Client in preparing the documentary requirements of the bank
  - l. Require the Client to submit all documentary requirements to the DEVELOPER strictly within fifteen (15) days from the date of reservation
  - m. Assist the Client and the DEVELOPER during house acceptance
  - n. Assist the Client with their concerns related to the projects
  - o. Maintain good relationship with the Client
  - p. Perform excellent customer service to the Client
  - q. Maintain professionalism at all times
  - r. Abide by the terms and conditions set forth by the DEVELOPER
3. NOW, THEREFORE, for and in consideration of the foregoing premises, the parties have mutually agreed as follows:
  - a. This AGREEMENT shall be valid for **TWELVE (12) MONTHS** from \_\_\_\_\_ until \_\_\_\_\_, and can be renewed according to the terms and conditions of the DEVELOPER and subject for re-approval by the DEVELOPER;

- b. This AGREEMENT shall be a **NON-EXCLUSIVE AND OPEN LISTING AGENCY** and shall be open to all ACCREDITED BROKERS of the DEVELOPER. Sale shall be honored on a first-come-first-serve basis;
- c. The ACCREDITED BROKER shall be entitled for a **PROFESSIONAL'S FEE (PF)** based on the final contract price of the house **EXCLUDING** the 12% VAT, Transfer Fees, Move-in Fees, Bank Fees, and the price of all included furniture and finishings, in the following manner:

Closed Sale	PF	Closed Sale	PF
1 <sup>st</sup>	5.0 %	6 <sup>th</sup>	5.5 %
2 <sup>nd</sup>	5.1 %	7 <sup>th</sup>	5.6 %
3 <sup>rd</sup>	5.2 %	8 <sup>th</sup>	5.7 %
4 <sup>th</sup>	5.3 %	9 <sup>th</sup>	5.8 %
5 <sup>th</sup>	5.4 %	10 <sup>th</sup> & up	6.0 %

- d. The PROFESSIONAL'S FEE shall be subject to corresponding government withholding taxes. The ACCREDITED BROKER shall issue, upon every payment of the PROFESSIONAL'S FEE, a BIR-registered official receipt and the DEVELOPER shall issue the corresponding BIR form for the withheld taxes;
- e. The PROFESSIONAL'S FEE shall be deposited directly to the Bank Details stated in the Accreditation Form, less the corresponding withholding taxes if any, and shall be released upon every payment of the Client covering only the price of the house, computed as follows:

Milestone	PF Released
Upon reservation	Cash Incentive direct to the agent / direct seller
Every payment of the down payment	$\frac{\text{Payment}}{\text{Total DP}} \times 80\% \text{ of PF}$
Upon full payment	20% of PF

- f. The ACCREDITED BROKER shall not offer the projects below or above the selling price set forth by the DEVELOPER;
- g. The ACCREDITED BROKER shall pay for their own transportation expenses, transportation expenses during trippings, photocopy of documents for their own perusal, representation expenses with the Client, and salaries and commissions of their brokers, agents and referrals;
- h. The DEVELOPER and Client shall share in the payment of all expenses relative to the marketing and sales, including notarial fees and photocopy of documents required in marketing and sales;
- i. The ACCREDITED BROKER shall not collect from the Client any additional payments such as processing fees, facilitation fees, and commissions, as these payments are deemed covered in the PROFESSIONAL'S FEE of the ACCREDITED BROKER from the DEVELOPER;
- j. The ACCREDITED BROKER shall not collect any payments from the Client without the written authorization from the DEVELOPER. In case the ACCREDITED BROKER is authorized, it is the obligation of the ACCREDITED BROKER to issue to the Client an acknowledgement receipt as proof of their receipt of payment from the Client, and it is the responsibility of the ACCREDITED BROKER to secure an acknowledgement receipt from the DEVELOPER as proof of conveyance of the Client's payment to the DEVELOPER;
- k. The ACCREDITED BROKER is not authorized to make their own brochures, leaflets, flyers, on-site tarpaulins and signage, and other marketing and advertising materials of the projects. Only the marketing and advertising materials prepared by the DEVELOPER shall be used at all times;

- l. In the event that the Client voluntarily cancels the purchase of the property, the ACCREDITED BROKER shall ensure that a Cancellation Request Letter duly signed by the Client is secured and submitted to the DEVELOPER;
- m. In the event that the sale with the Client is cancelled due to his non-compliance with the Reservation Agreement and Contract to Sell, wherein all payments of the Client is forfeited, the DEVELOPER shall pay the ACCREDITED BROKER the same PROFESSIONAL'S FEE percentage based only on the payments received by the DEVELOPER;
- n. In the event that the ACCREDITED BROKER fails to comply with any of the terms and conditions set forth under this Agreement, the DEVELOPER reserves the right to terminate this Agreement, in which case all PROFESSIONAL'S FEE due to the ACCREDITED BROKER shall be deemed forfeited;

**IN WITNESS WHEREOF**, the parties hereto have executed this Sales Agency Agreement on the date and at the place first above-written.

**AZTALA CORPORATION**  
**Represented by Michael Paolo S. Bellosillo**  
 DEVELOPER  
 TIN: 008-754-318

\_\_\_\_\_  
 ACCREDITED BROKER  
 TIN: \_\_\_\_\_

Signed in the presence of:

\_\_\_\_\_

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
 \_\_\_\_\_) SS.

**BEFORE ME**, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared the following:

Name	IDs Presented / No.	Issued at / on
Michael Paolo S. Bellosillo	PRC ID No. 0113414	Manila / 05/29/2009
_____	PRC ID No. _____	_____

This instrument, consisting of \_\_\_ page(s), including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

**IN WITNESS WHEREOF**, I have hereunto set my hand the day, year, and place above written.

Notary Public  
 Doc. No. \_\_\_\_\_;  
 Page No. \_\_\_\_\_;  
 Book No. \_\_\_\_\_;  
 Series of 20 \_\_\_\_\_.