

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 Rm411 West City Plaza, #66 West Avenue, Barangay West Triangle, 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. Perform on-site “manning” based on the agreed schedule
 - d. Accompany the Client during demonstration or tripping to the projects using his own transportation service
 - e. Coordinate with the DEVELOPER all matters concerning the marketing of the projects
 - f. Register the information of Client using the DEVELOPER's Customer Information Form
 - g. Explain the reservation process to the Client
 - h. Require the Client to sign the corresponding Reservation Agreement and other related documents
 - i. Close the sale
 - j. Strictly follow the price, specifications, and terms of payment set forth by the DEVELOPER
 - k. 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
 - l. Remind and follow-up from the Client all payments due
 - m. Assist the Client in preparing the documentary requirements of the bank
 - n. Require the Client to submit all documentary requirements to the DEVELOPER strictly within fifteen (15) days from the date of reservation
 - o. Assist the Client and the DEVELOPER during house acceptance
 - p. Assist the Client with their concerns related to the projects
 - q. Maintain good relationship with the Client
 - r. Perform excellent customer service to the Client
 - s. Maintain professionalism at all times
 - t. 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 on a first-come-first-serve basis;

c. The ACCREDITED BROKER shall be entitled for a **FIVE PERCENT (5%) COMMISSION** based on the final contract price, and shall be on the basis of **PERCENTAGE LISTING**, wherein the commission of the ACCREDITED BROKER is based on the final contract price and the ACCREDITED BROKER shall not offer the projects below or above the pre-determined selling price;

d. The COMMISSION shall be subject to corresponding government withholding taxes. The ACCREDITED BROKER shall issue a BIR-registered official receipt and the DEVELOPER shall issue a BIR form for the withheld taxes;

e. The COMMISSION shall be paid in check and shall be released as follows:

Upon Payment of Reservation Fee	P 5,000.00
When Payment Reaches 5% of the TCP:	30% of Commission less P 5,000.00
When Payment Reaches 10% of the TCP:	20% of Commission
When Payment Reaches 15% of the TCP:	20% of Commission
When Payment Reaches 20% of the TCP:	20% of Commission
Upon Receipt of Bank Proceeds:	10% of Commission

f. Upon every payment of the COMMISSION, the ACCREDITED BROKER shall issue a BIR-registered Official Receipt to the DEVELOPER, and the DEVELOPER shall deduct the corresponding withholding tax from the COMMISSION as required by law. The DEVELOPER shall also issue to the ACCREDITED BROKER the corresponding BIR Form for the tax withheld;

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 commission 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 signages, 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 commission 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 commissions due to the ACCREDITED BROKER shall be deemed forfeited;

SECTION 1 – CONFIDENTIALITY

1.1 The parties, unless required to do so by law, hereby undertake that they will not at any time hereafter divulge or communicate to any person, any confidential information concerning the business accounts, financial arrangements, contractual arrangements, or other transactions or affairs of the other which may come to their knowledge and that they will use their best efforts to prevent the publication or disclosure of any confidential information concerning such matters.

SECTION 2 – MISCELLANEOUS

2.1 The parties hereto shall act in utmost good faith and fidelity in the exercise of their rights and obligations herein covenanted and shall mutually lend to one another maximum cooperation and assistance to the end that the objective of this contract be achieved economically, expeditiously and harmoniously.

2.2 No terms, conditions and stipulations in this agreement shall be deemed modified or novated, unless it appears in writing and signed by the parties.

2.3 This agreement shall be binding to the parties' assigns, heirs and successors in interest.

2.4 Words denoting persons shall include individuals and juridical entities, and references to the masculine or feminine gender shall apply equally to all.

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_____.