



# ANCHOR LAND

11th Floor LV. Locsin Building, 6752 Ayala Ave. cor. Makati Ave., Makati City Philippines 1228 Tel. Nos.: +63 2 988 7988 ; Fax No.: +63 2 988 7987

## BROKER'S ACCREDITATION AGREEMENT

This agreement executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by and between:

**ANCHOR LAND HOLDINGS INC.**, a corporation duly organized under Philippine Laws, with office address at the 11<sup>th</sup> Floor, L.V. Locsin Condominium, Ayala corner Makati Avenue, Makati City, hereinafter referred to as the "FIRST PARTY"

And

\_\_\_\_\_, Filipino, of legal age, with residence at \_\_\_\_\_  
hereinafter referred to as the "SECOND PARTY"

For and in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the FIRST PARTY and the SECOND PARTY agree as follows:

1. The FIRST PARTY appoints the SECOND PARTY as its selling unit to sell ALL PROJECTS owned, constructed, developed, managed or handled exclusively by the FIRST PARTY. The SECOND PARTY shall be under the group of \_\_\_\_\_.
2. The SECOND PARTY accepts the appointment and agrees to promote, market and sell the said PROJECTS at the prices, terms and conditions declared by the FIRST PARTY.
3. The SECOND PARTY agrees that the prices and terms of payment of any of the units of the PROJECTS may be changed from time to time by the FIRST PARTY. The FIRST PARTY may unilaterally, remove or add certain PROJECTS from its list or change prices and payment terms based on a circulated pricelist. "
4. The FIRST PARTY shall furnish the SECOND PARTY a complete set of all the necessary sales and marketing materials for the PROJECTS. However, it shall be the responsibility of the SECOND PARTY to make the necessary coordination with the FIRST PARTY from time to time to keep himself abreast on any and all developments about the PROJECTS
5. The SECOND PARTY shall exert its best efforts to actively promote/sell all projects of the company in accordance with the trainings given by the FIRST PARTY through sales and marketing programs including personal servicing of clientele/prospective buyers, and provide prompt, efficient and reliable service.
6. The SECOND PARTY shall obtain, at its own expense, all necessary licenses and permits to enable him/her to conduct business as contemplated herein. The SECOND PARTY represents and warrants that it shall conduct business in strict conformity with appropriate laws, rules and regulations.
7. The SECOND PARTY shall provide the FIRST PARTY all the necessary details and information required from the clientele/prospective buyers/buyers in order that the FIRST PARTY may facilitate effectively and efficiently the drafting of the Contract to Sell/Deed of Sale in favor of the buyers. The SECOND PARTY agrees that the payment of its commission in accordance with Article 8 hereof, shall only be made upon until all the necessary information and details required from the buyers are met.
8. The FIRST PARTY shall pay to the SECOND PARTY a commission based on net selling price (net of EVAT and discount).

Commission Scheme would be as follows:

| CLASSIFICATION      | MAYFAIR TOWER<br>CLAIREMONT HILLS<br>ADMIRAL BAYSUITES<br>COPEYON BAYSUITES<br>202 PEAKLANE (Davao) | ANCHOR GRANDSUITES<br>EIGHT ALONZO<br>CORNELL PARKSUITES<br>ONE LEGACY<br>ONE FINANCIAL |
|---------------------|---|---|
| PRC Licensed Broker | 5%  |   |

All taxes accruing on the receipt by the SECOND PARTY on his commission shall be the sole account of the SECOND PARTY. The SECOND PARTY authorizes the FIRST PARTY to withhold the corresponding creditable withholding tax due on the commission and to remit the same to the Bureau of Internal Revenue (BIR) or its successor agency.

Please Sign Here

9. This agreement shall be in effect from \_\_\_\_\_ to \_\_\_\_\_. This agreement may be unilaterally terminated by the FIRST PARTY in the event the SECOND PARTY shall fail to perform any obligation imposed upon it by this agreement or the GUIDELINES set by the FIRST PARTY; or if the performance of the SECOND PARTY is below the declared selling standards; or if the SECOND PARTY commits such act or acts prejudicial to or detrimental to the interest, name and /or reputation of the FIRST PARTY, as may be determined by the FIRST PARTY such as but not limited to misrepresentation or deceitful acts committed against clients or prospective clients; or if the SECOND PARTY assigns any right/s under this agreement, without written application and without the FIRST PARTY'S prior written consent.
10. The SECOND PARTY is an independent contractor and nothing contained in this Agreement shall be deemed or interpreted to constitute the SECOND PARTY as a partner or employee of the FIRST PARTY, nor shall either party have any authority to bind the other in any respect, it being understood and agreed that all applications submitted by the SECOND PARTY are subject to acceptance by the FIRST PARTY in its sole discretion.
11. The SECOND PARTY in the performance of his/her responsibilities under this Agreement shall keep the FIRST PARTY and of its officers free from liability or loss that may arise from any act or omission or misrepresentation that the SECOND PARTY may commit or occasion.
12. It is also agreed and understood between the parties that there are no other agreement and understanding between them relating to the subject matter of this agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of the agreement shall be valid unless the same be in written and signed by the parties. However, the SECOND PARTY agrees that the Guidelines may be unilaterally amended from time to time by the FIRST PARTY, particularly with regard to business practice, to promote effectively and increase sales performance.
13. This agreement shall not be assigned nor transferred to another person or entity by the SECOND PARTY without prior written consent of the FIRST PARTY.
14. The SECOND PARTY is strictly prohibited from advertising or publishing in magazines, radio, television, websites or purchasing domains, or any form of media on any information about the ALHI PROJECTS without the permission from the FIRST PARTY. All expenses for the advertisement, when approved by the FIRST PARTY, shall be for the sole account of the SECOND PARTY. Should the SECOND PARTY not seek approval for the advertisement made by him through print, TV or any form of media, the SECOND PARTYS' shall be a ground for the automatic cancellation of the erring broker's accreditation including the forfeiture of commissions in favor of the FIRST PARTY. In addition, the SECOND PARTY shall be made to bear any/all legal consequences arising from such unauthorized advertisement or publication.
15. Upon termination of this agreement, all rights and obligation of the parties under this agreement shall be extinguished except rights and obligations accruing prior to the effective date of termination. Each party shall make full settlement with the other whatever may be found due and owing. The commissions, if any, to be received by the SECOND PARTY for any uncompleted sales, i.e. sales that has not completed the required full down-payment and /or documents, and/or post-dated checks (PDC's), will become due and payable upon the completion of such. In the event the SECOND PARTY fails or cease to serve any uncompleted sales, said commission for that particular transaction shall be forfeited in favor of the FIRST PARTY.  
Provided however, that all commissions of the SECOND PARTY shall be forfeited if the cause for termination shall be the commission of any act prejudicial and inimical to the interest of the FIRST PARTY such as but not limited to the following:
  - a. Misrepresentation of any kind whatsoever to the buyers and falsification of buyer's documents and other machinations, for the purpose of generating a sales/s;
  - b. Conniving with employee(s)/personnel of the FIRST PARTY to enable acceptance of buyers and/or documents in order to complete a sale;
  - c. Falsification of accountable documents such as Acknowledgment Receipt, Provisional Receipt, Reservation Documents and other machination tantamount to estafa or resulting in damage to the FIRST PARTY;
  - d. Pirating an account of other Sales People or Sales Team;
  - e. Disseminating exclusive and confidential information to competitor;
  - f. Non-remittance of any money or amount collected from prospective and/or existing buyers;
16. All notices required or permitted to be given hereunder, shall be in writing and shall be sufficiently given when sent by registered mail to the address of each party as set forth in of this agreement. The address of either party may be changed by giving written notice of such change to other party. Notices may also be given by such other means as are acceptable by law.

**INTENDING TO BE LEGALLY BOUND**, the parties hereto have caused this Agreement to be executed as of the date first above written.

**FIRST PARTY:**

**SECOND PARTY:**

**ANCHOR LAND HOLDINGS INC.**

\_\_\_\_\_  
**ALHI Representative**

\_\_\_\_\_  
**Broker**

*Signed in the presence of:*

**CHRIS ALBERT MIGUEL, MBA**  
Real Estate Broker License # 0004021  
\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Witness**

**ACKNOWLEDGMENT**

**REPUBLIC OF THE PHILIPPINES)**  
**)S.S.**

BEFORE ME, a Notary Public in and for the City of \_\_\_\_\_ this \_\_\_\_\_  
day of \_\_\_\_\_.

| <b>Personally appeared:</b><br>Name | CTC NO./ | Date/Place Issued |
|-------------------------------------|----------|-------------------|
| _____                               | _____    | _____             |
| _____                               | _____    | _____             |

all known to me and to me known to be the same person who executed the foregoing Accreditation Agreement and acknowledged to me that the same is their own free and voluntary act and deed.

The FIRST PARTY'S representative further acknowledges to me the same is the free act and deed of the corporation he represents.

IN WITNESS WHEREOF, I have hereunto affixed my seal this \_\_\_\_\_ day of \_\_\_\_\_.

NOTARY PUBLIC