

AUTHORITY TO SELL

Agreement between a property owner and a licensed real-estate broker

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KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this _____ day of _____, 20____, at _____, Philippines, by and between:

THE OWNER/VENDOR, _____, of legal age, _____, Filipino, with address at _____ (the “Owner”); and

THE BROKER, _____, of legal age, Filipino, with address at _____, duly licensed by the Professional Regulation Commission (PRC License No. _____) and registered with the Department of Human Settlements and Urban Development (DHSUD Registration No. _____), (the “Broker”).

THE PROPERTY

The Owner owns a parcel of land together with all improvements thereon, more particularly described as follows: Transfer Certificate of Title (TCT) No. _____, covering Lot No. _____, with an area of _____ square meters, situated at _____, and declared for taxation purposes under Tax Declaration No. _____ (the “Property”).

- 1. Appointment.** The Owner hereby appoints the Broker as the Owner’s _____-exclusive selling broker for the Property, with authority to market, advertise, and introduce prospective buyers under the terms of this Agreement.
- 2. Asking Price.** The Property is offered for sale at the price of ₱_____ Philippine Pesos (the “Asking Price”). The Broker shall not accept any offer below the Asking Price without the Owner’s prior written consent.
- 3. Term.** This Agreement takes effect on the date first written above and remains in force for a period of _____ (_____) days, unless earlier terminated under Section 7.
- 4. Obligations of the Broker.** The Broker shall: (a) exert best efforts to market the Property through lawful channels; (b) pre-qualify prospective buyers; (c) conduct or coordinate property viewings; and (d) perform reasonable due diligence, including verification of the Owner’s title with the Register of Deeds, real property tax status, and outstanding association dues or utility charges.
- 5. Obligations of the Owner.** The Owner shall: (a) make available true copies of the title, tax declaration, and other Property documents; (b) disclose fully any known encumbrance, lien, adverse claim, tenancy, or structural defect; and (c) refrain from selling the Property directly to any buyer introduced by the Broker within the term of this Agreement, including a carry-over period of _____ days after expiry.
- 6. Commission.** The Owner shall pay the Broker a commission of _____% of the final gross selling price, payable upon execution of the Deed of Absolute Sale or upon issuance of the buyer’s equivalent payment, whichever occurs first. Should the sale be consummated with a buyer introduced by the Broker within the carry-over period, the commission shall remain due and demandable.

7. **Termination.** Either party may terminate this Agreement by written notice for a material breach by the other that remains uncured within ten (10) days from notice. Termination does not affect the Broker's commission on sales already consummated or under negotiation with introduced buyers within the carry-over period.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and may be amended only in writing signed by both parties. It shall be governed by the laws of the Republic of the Philippines, with the courts of _____ having exclusive venue.

THE OWNER / VENDOR — Signature over printed name

THE BROKER — Signature over printed name, PRC License No.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

S.S.

City/Municipality of _____)

Before me, a Notary Public for and in the above jurisdiction, this _____ day of _____, 20_____, personally appeared the above-named persons, who exhibited to me their competent evidence of identity, and who acknowledged that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

Doc. No. _____; Page No. _____; Book No. _____; Series of 20_____

Notary Public — Name, PTR No., IBP No., Roll of Attorney's No., MCLE Compliance No., Commission expiry date