

SERVICE AGREEMENT

I. PACKAGE DETAILS

1. Preferred Package	Basic 5
2. Package Inclusions	5 listing with 6 images per property
3. Other Conditions	
4. Preferred Duration	6 months
5. Package Price	1,000.00
6. Net Package Price	1,000.00
7. Gross Package Price	1,000.00
8. Mode of Payment <i>Payment Instruction</i>	
9. Preferred Term	One time payment

II. TERMS AND CONDITIONS

1. The Client has manifested intent to engage the service of Philres Mandaue City Chapter-MLS, an advertising online portal, by joining its online directories and database services of online properties website.
2. Selling and leasing properties are approved for posting in Philres Mandaue City Chapter-MLS.
3. The Client approves that a service fee shall be paid to Philres Mandaue City Chapter in Exchange of the foregoing services for the duration of the stipulated period. In no event shall payment of any amount due abate or cease to be payable. Client further agrees on the non-availability of a pre-termination option in this Agreement. However, should the client opt to de-list or terminate the Agreement, a penalty fee equivalent to the amount of the remaining contract price shall be paid to Philres Mandaue City Chapter. Any amount already paid be forfeited and any checks issued shall remain valid and in effect for commercial transactions.
4. The Client agrees to pay the amount, in an acceptable cash, check or online payment scheme. Philres Mandaue City Chapter may accept post-dated checks representing the full payment for the contract price and shall be non-withdrawable upon the issuance, unless replaced or substituted to any other modes of payment acceptable to Philres Mandaue City Chapter.
5. The online payment scheme shall be done through the BPI Account of Philres Mandaue City Chapter Inc. Account No. 2943 1066 41, where the client has the option to do straight payment or auto-debit for periodic payments.
6. A late payment fee for overdue accounts shall be imposed at the rate of 10% every month until deemed fully paid, if applicable.
7. Upon expiration of the term, this Agreement will automatically end unless renewed. Provided that packages signed under special promotions shall be renewed under normal package rates.
8. Client shall be informed at least Thirty (30) days prior to its renewal date if package signed is subject to an annual rate increase.
9. The Client warrants that he or she is authorized to list, sell, advertise the properties he or she is posting.
10. The Client assumes all responsibilities for all the properties he or she has caused to be posted on the platform of Philres Mandaue City Chapter.
11. Client warrants that the properties posted are sufficiently described in good faith, without malice or misrepresentation.
12. Unless otherwise indicated, Philres Mandaue City Chapter, its affiliates, subsidiaries, its directors, and officers, do not own, nor are liable, nor related to the properties subject of the advertisements.
13. The Client warrants that all properties posted are compliant with Philippine Laws and are not subject to legal proceedings or are from the proceeds of illegal activities. Should a property or listing be proved to be non-compliant with Philippine Laws, the Client holds Philres Mandaue City Chapter, Inc., its

- affiliates, subsidiaries, directors, and officers free from any and all legal liability.
14. Other than the immediately preceding clause, the Client holds Philres Mandaue City Chapter, Inc., its affiliates, subsidiaries, directors, and officers, free from any and all liability and legal proceedings arising from all advertisements and postings.
 15. Any transaction of real property arising with the use of the platform of Philres Mandaue City Chapter, Inc. will be strictly between the Client and the property-seeker. Philres Mandaue City Chapter Inc., is affiliates, subsidiaries, directors, and officers, are not compensated to any sum of money by reason of any sale, lease, transfer of conveyance of any property listed through the platform of Philres Mandaue City Chapter-MLS.
 16. Given that the transaction of any property through the platform of Philres Mandaue City Chapter-MLS will strictly be between the Client and the property-seeker, the responsibility of the entire process is between the Client and the property-seeker. The Client and customer shall be responsible for compliance with the duly constituted authorities in the registrations, payment of taxes and charges, and other compliance processes.
 17. Clients warrant that copies of this Agreement sent and received by Philres Mandaue City Chapter Inc., is a printout and scanned output reflecting the date accurately. The Client further warrants that the signature of the Client appearing hereat is made freely and voluntarily and a faithful reproduction of the original if sent electronically.
 18. This Agreement when executed constitutes a valid and binding obligation on the parties and shall be enforceable in accordance with the terms and conditions as agreed upon.
 19. It is understood that all legal actions that may be brought on or by virtue of this Agreement shall be in the proper courts of Mandaue City, to the exclusion of all other venues.
 20. If any provisions of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or void, such provision shall not affect the other provisions of this Agreement, and all provisions not affected thereby shall remain in full force and effect.

PHILRES MANDAUE CITY CHAPTER, INC.
MLS Provider

Subscriber

By:

President