PAREB-PMRB

MULTIPLE LISTING SERVICE (MLS)

Official Website of PAREB-PMRB Members
yourname/realty.pmrb.ph

ONLY PAREB-PMRB MEMBERS IN GOOD STANDING (MIGS) ARE AUTHORIZED TO REGISTER IN THIS SITE

PLEASE READ THESE TERMS AND CONDITIONS OF USE **CAREFULLY**. YOU AGREE TO CHECK FOR UPDATES TO THESE TERMS AND CONDITIONS OF USE. BY USING THIS PAREB-PMRB MLS WEBSITE, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE.

DEFINITION OF TERMS:

PHILIPPINE ASSOCIATION OF REAL ESTATEBOARDS, INC., (PAREB) – PASAY-MAKATI REALTY BOARD, INC. (PMRB) / PAREB-PMRB – Refers to Member Board of PAREB with territorial jurisdiction in Pasay and Makati;

MEMBER IN GOOD STANDING (MIGS) - Refers to a Regular Member of PAREB-PMRB with a valid Real Estate Service Practitioner's PRC (Philippine Regulation Commission) License and who is up to date in the payment of his PAREB and PMRB Regular Membership dues for the current year and those classified according to Sec. 3, Sec 4, Sec. 5 and Sec. 6 of PAREB-PMRB Amended By-Laws of 2011, as well as Elite Members, and with the privilege to sell real estate according to R.A. 9646 to wit:

ARTICLE IV. MEMBERSHIP

Sec. 1. CLASSIFICATION - Members of the BOARD shall be those persons duly approved for membership by the Directorate as hereinafter provided and are classified into six (6) different categories, as follows: Charter Members, Life Members, Regular Members, Associate Members, Affiliate Members, and Honorary Members. (As amended on June 23, 1998. As further amended on August 9, 2007& August 28, 2007).

Sec. 2. CHARTER MEMBERS - The original incorporators and members of the Pasay City REALTORS® Board, Inc. are Antonio C. Doria, Domingo D. Pascual, Ernesto L. Villamil, Delfin C. Eugenio, and Emilio L. Ramos who shall be called Founders and Charter Members. Expect for their titles which are permanent, they shall be accorded the same rights and priviliges as the Life Members. (As amended on June 23, 1998).

Sec. 3. LIFE MEMBERS - Life members shall be past presidents who have served their full term as President. They shall enjoy the rights and privileges of regular members and exemption from the payment of membership dues of the Board. (As amended on June 23, 1998. As further amended on August 9, 2007 & August 28, 2007).

Sec. 4. REGULAR MEMBERS - Regular Members of the BOARD shall be natural persons who are duly licensed real estate brokers. Regular Members shall be allowed to be members of other Member Boards of PAREB and of any other realty association subject to conditions and limitations set by PAREB (As amended on June 23, 1998. As further amended on August 9, 2007 & August 28, 2007).

Sec. 5. ASSOCIATE MEMBERS - An Associate Member shall be a natural person who is licensed real estate salesman (now PRC-Accredited Salespersons) and sponsored to be an associate member by a Regular Member in good standing. He/she shall be given a period of two (2) years from the date of his acceptance and approval as Associate Member by the Directorate within which to pass the licensure examination for real estate brokers and obtain his/her real estate broker's license; otherwise, his/her membership shall be automatically withdrawn unless he/she submits in writing converting his/her membership status to that of an affiliate member. He shall entitled to all the rights and privileges of the regular members except (1) the right to vote or to be voted upon, (2) the right to use the title "REALTOR®", [nil] and (3) such other rights as may be determined by the Directorate. (As amended on June 23, 1998. As further amended on August 9, 2007 & August 28, 2007).

Sec. 6. AFFILIATE MEMBERS - Affiliate Members shall be natural or juridical persons who are not required to be licensed real estate practitioners but whose business interests require them to keep abreast of matters concerning real estate and/or who are supportive of the objectives of the Board. A juridical affiliate member, once approved for acceptance, shall be entitled to nominate its principal and alternate representatives who can participate in the activities and affairs of the Board. Affiliate Members except on the amount of membership dues and the limitations set for Associate Members. (As amended on August 9, 2007 & August 28, 2007).

REGULAR MEMBERSHIP DUES - Each Regular Member shall pay to PAREB-PMRB annual membership dues, which shall be determined by the Directorate, except for Past Presidents and valid for the calendar year.

DEADLINE FOR PAYMENT TO CONTINUE USE OF THIS WEBSITE - Regular Membership dues shall be payable **not later than March 31** of each calendar year to continue use of this website. Non-payment of PAREB-PMRB Board dues by March 31 of every succeeding year will prompt deactivation of account and will be reactivated only upon payment of required dues.

BROKER as used in this Agreement shall refer to the **MIGS** who is a Real Estate Broker (REB);

RES as used in this Agreement shall refer to the PRC-Accredited Real Estate Salesperson (RES) under a PAREB-PMRB MIGS authorized to service a client under R.A. 9646.

CLIENT shall refer to the Seller or Lessor or prospective Buyer or Lessee,as the case may be.

LISTING BROKER - Broker of Seller or Lessor;

SELLING BROKER - Broker of Buyer or Tenant;

MULTIPLE LISTINGSERVICE (MLS) is sharing of properties information of Listing Brokers with cooperating Brokers or Selling/Leasing Brokers to sell / lease such properties faster. This may be extended to the **RES of the MIGS - BROKER.**

MLS SERVER- the computer server or servers, including both hardware and software maintained by PAREB-PMRB MLS and/or its contractors which contains the MIGS MLS Listing Information and provides or provide the means for PAREB MIGS to access the MLS Listing Information.

PARTICIPANT - the **MIGS** who is the Principal Broker/subdomain owner, or MIGS' office staff, partner, corporate officer, or branch office manager actingon behalf of a MIGS who participates in the MLS using said MIGS' account by agreeing to conform to the Rules and Regulations thereof. For purposes of this Agreement, a "Participant" may also be a non-principal Broker or sales licensee or Salesperson affiliated with a MIGS who participates in this PAREB MLS with the Principal Broker's consent and accountability; the Participant is the MIGS or individual whose name and contact information appear on the Signature of every posting or corresponding designated section in the MLS website. Participants must comply with R.A. 9646 on those allowed to practice real estate selling.

RES using this website – Real Estate Salespersons using this website should be under **direct supervision and accountability of the Real Estate Broker of PAREB-PMRB** and with updated PRC registration for both RES and supervising Real Estate Broker.

RULES - refers to the PAREB-PMRB MLS Rules and Regulations, as amended from time to time. Participant hereby acknowledges to agree to be bound by the Rules of PAREB-PMRB MLS. The Rules may include terms and limitations in addition to those set forth by the MLS Committee of PAREB-PMRB. In the event of any inconsistency, the terms of the Rules will govern. PAREB-PMRB MLS Committee may modify the Rules at any time, as it deems necessary to better serve the public and PAREB-PMRB Members. MLS agrees to deliver to Participant any modification or addition to the Rules, and Participant shall comply with such modification or addition not later than five (5) business days after receipt of the same.

1. Only MIGS or his authorized employees and staff are allowed to post in this website as Participant;
2. Participant acknowledges that PMRB.PH and its subdomains are available to PAREB-PMRB MIGS at no cost to such MIGS.
3. Each MIGS is allowed to create **strictly only one (1) account**.
4. Participant acknowledges that PMRB.PH is a service to PAREB-PMRB MIGS wherein its use by members is voluntary and not imposed;
5. Participant is aware that all properties listed on this website appears to be listing of the owner of the subdomain or to the PAREB-PMRB who registers and participates in the program.
6. Participant expressly allows cooperating MIGS to offer properties as his own on this PMRB.PH platform and consequently will also allow cooperating MIGS to offer and promote on his own websites and any onlineplatforms same listingsposted, and share50/50 of Professional Fee in case of sale. In case the sale is made by a RES through acquisition of a subdomain, the sharing will be 50/50 between the BROKERS involved, with RES sharing internal between his BROKER and concerned RES.
7. Participant acknowledges that the MLS Server, together with access to the MLS Listing, may, depending on the server, from time-to-time, be unavailable, whether because of technical failures or interruptions, unintentional downtime for service or changes to the MLS Server, or otherwise. Participant agrees that any modification of the MLS Server, any interruption or unavailability of accessto the MLS Server, or access to or use of the MLS Listing Information shall not constitute a default under the Rules of this Agreement. PAREB-PMRB shall have no liability of any nature to Participant for downtime or service interruptions, and PAREB-PMRB and PAREB-PMRB MLS Committee waive all claims arising out of, any such modifications, interruptions, unavailability, or failure of access.
8. Participant is required to upload profile picture and enter the correct information in website settings. Suggested profile picture uploaded must be 2 x 2 recent colored photo against white background with men in coat and tie and women in corporate attire preferably white top with black blazer for uniformity. Participant must look “corporate” with men with kempt hair and women with a light make up or touch of color to lips and cheeks for a professional look.
9. Participantmay only post listings in which he is **DIRECT only** and with or if he warrants that he can get ATS/ATL when sale is imminent.
10. Property owner giving listing to more than one (1) MIGS will not prevent PARTICIPANT to list same listing on this site as long as he can show such authority from the property owner in case of sale and cooperating MIGS must deal from whom he saw such listing;
11. PMRB.PH has a cost and consumes bandwidth, therefore, Participant may list for FREE only those listings he is familiar with or up to FIFTY (50) Direct listings, according to Section 9 of this Agreement. .
12. Participant agrees to networking with fellow MIGS of PAREB-PMRB on a 50-50 sharing and if transaction is closed, must donate to PAREB-PMRB at **least Two Thousand Pesos (PhP2,000) for SALE and 0.1% or Two Thousand Pesos (PhP2,000.00) for LEASE**, whichever is lower, to help in maintaining the website and for subsidy to future MLS Projects and Events, payable within seven

(7) business days upon payment of Participants' Professional Fees.

13. Participant who closes his own listing through this PMRB.PH website agrees to donate to PAREB-PMRB at least Four Thousand Pesos (PHP4,000) to cover for Selling and Listing side, for Sale or 0.1% or Two Thousand Pesos (PHP2,000) for each side for Lease and deposit such donation to PAREB-PMRB bank account or GCash No.
14. LISTING BROKER shall inform SELLING BROKER when a RES has an ongoing transaction with him and conform with sharing agreement of 50/50.
15. When a sale or lease is consummated, Selling Broker must be paid promptly by Listing Broker as soon as Professional Fee is released, which ideally should be upon signing of the Deed of Absolute Sale (DOAS) or Lease Agreement; if check is issued, when such check clears or within seven (7) business days after payment of Professional Fees.
16. Participant agrees that promotion of his own subdomain or website is to his own account and his own efforts through link sharing in different social media sites and online platforms;
17. Participant must not post any listing with Professional Fee below 3% on for "FOR SALE" and one (1) month for twelve (12) months for "FOR LEASE" properties.
18. Participant must not post NET Listings or those properties wherein owners will pay Professional Fees based on NET proceeds. Listings must only be at their GROSS Price.
19. Participant agrees to updatelistings by way of price changes
    or removing Listingsthat are no longer available.
20. Participant agrees to listings being auto-deleted by the system every ninety (90) days and should they still be available before expiry date, they must edit and re-publish before such expiry date;
21. Participant may opt to upgrade subscription to use preferred domain name subject to payment as may be decided by the web designers, to be announced once finalized;
22. Selling Broker warrants that he has pre-qualified his Client for the propertyinquired so as not to waste Listing Broker's time.
23. Listing Broker must be ready to reply to other Participants' Clients' and share Listings
    information should there be matching requirements. If they cannot reply to other Participants' / Clients about their Listings, they should not list on this website.
24. Client Registration is a MUST – To avoid any conflict later on, website owner- Participant must promptly e-mail Listing Broker for Client Registration by forwarding email inquiry or SMS message as evidence of inquiry or if inquiry is through phone call, by simply emailing name of client with screenshot of call details, to establish Client Ownership, before calling the Listing Broker, to avoid dispute later on. Burden of proof of ownership is on the Selling Broker.
25. Participant who is on the SELLING side shall not use any other BROKER other than the one he inquired from regarding property he found from the LISTING Broker.
26. In case of non-MIGS or non-PAREB-PMRB member or MIGS who is non-Participant inquiring on a property in a Participant's website where he is not the Listing Broker, it will be the prerogative of Participant-website owner whether or not to entertain such inquiry and be a Referrer (standard Referrer Fee is 20% of
    Professional Fee, practiced internationally, or in this case 10% from each side of transaction) only with the consent of the Listing Broker. Therefore, the Selling Broker-Participant should ask Listing Broker first whether the latter agrees to a 40%-20%-40% sharing, 40% to Direct to Clients. Otherwise the Selling Broker should only get Referral Fee from Broker who inquired, which is 10%.
27. Listing Broker-Participant warrants that all information he puts about the propertyare accurate and correct to the best of his knowledge.
28. Listing Broker-Participant warrants that he has verified all documents of all properties For
    Sale or For Lease he will list and that such properties have titles that can readily be transferred to the Buyer's names or that the property is not a "sublease".
29. Listing Broker-participant warrants that he has proper Authority to Sell or Authority To Lease for properties posted and must be ready to show such Authority to any cooperating broker, when requested if sale or lease is imminent.
30. Listing Broker-participant is not obligated to e-mail soft copy nor give hard copy to cooperating MIGS such Authorities they have secured from his owners but may just bring to show during property

viewings.

31. Only when the transaction of a Sale is imminent can the cooperating broker demand copy of the Authority to Sell/ Lease.
32. Selling Broker after being shown the Authority must NOT contact the Listing Broker's owner to list the property as his own or solicit Authority for other possible properties.
33. Listing Broker must, to the best of his ability, try to close deal on specific property inquired from PMRB.PH. He must refrain from offering to the Client of Selling Broker-Participant for the purpose of offering to provide, or entering into a contract to provide, a different real estate property other than what is currently being inquired. In case the Client prefers a different property other than one originally offered, he must immediately inform
    Selling Broker and be authorized to offer anotherproperty and when deal is made, the Selling Broker must likewise be compensated on a 50/50 basis.
34. Participant shall not engage in any practice or take any action inconsistent with exclusive brokerage relationship agreements or Client-Listing/Selling Broker agreement that other Participants have with clients.
35. Participants recognize as unethical solicitations of owners whose information may be gathered by listings herein:
36. Telephone or personal solicitations of property owners who have been identified by a Participant through pictures or information posted herein, real estate sign, multiple listing compilation, or other information service as having listed their property with another Participant; and
37. Mail or other forms of written solicitations of prospects whose properties are identified
    as available as listed with another Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, "for sale" or "for rent" signs, or other sources of information required by Multiple Listing Service rules to be made available to other Participants under offers of MLS cooperation.
38. Any information received through this PMRB.PH or any other PAREB-PMRB MLS platform offer of cooperation may not be used to target clients of other Listing Broker-Participants to whom such offers to provide services may be made.
39. Participant shall not deliberately solicit a listing from this site which is currently listed with another Broker.
40. Listing Broker-Participant shall not knowingly provide substantive services concerning a prospective transaction derived from PAREB-PMRB MLS to clients of Buyer's / Leasing Broker-
    Participant who was endorsed, except with the consent of the clients'Broker or at the direction of clients, subject to presentation of proof of such direction of Client, when required.
41. Participant, acting as Listing Broker or as cooperating brokers of listing brokers, shall disclose that relationship to buyers/ lessees as soon as practicable not later than execution of any purchase or lease agreement.
42. All dealings concerning property listed or inquired about, normally should be carried on with the Client's Broker, and not with the Client, except with the consent of the Client's broker. In this MLS platform PMRB.PH, Buyer's/ Lessee's Broker-Participant expressly gives consent to Listing Broker in case inquired property is too far from for his convenience. In this case Listing Broker-Participant must regularly update Selling Broker-Participant on transaction. It is still the prerogative of the Selling Broker to authorize the Listing Broker to deal directly with his client.
43. Participants, acting as cooperating brokers, shall not use the terms of an offer to
    purchase/lease to attempt to modify the Listing Broker'soffer of compensation to cooperating brokers nor make the submission of an executed offer to purchase/lease contingent on the Listing Broker's agreement to modify the offer of compensation.
44. Any deviation from standard sharing agreements in PAREB-PMRB MLS shall be between Selling and Listing Broker as mutually agreed upon.
45. Participants, acting as cooperating brokers, shall not attempt to extend a Listing Broker's offer
    of cooperation and/or compensation to other brokers without the consent of the Listing Broker.
46. Any dispute among cooperating brokers must be made in writing to the MLS Committee through PAREB-PMRB's official email address pasaymakatirealtyboard@gmail.com

and at the MLS Committee's discretion, may be referred PAREB-PMRB's Grievance Committee, as applicable.

1. In the event of disputes between Participants, they shall submit the dispute to arbitration in accordance with the regulations of PAREB-PMRB and litigate the matter in court as a last resort.
2. In the event Clients of Participants wish to arbitrate disputes arising out of real estate transactions, Participants shall arbitrate those disputes in accordance with the regulations of PAREB-PMRB, provided the Clients agree to be bound by the decision. Participants hold PAREB-PMRB free and harmless and not be a party from any losses, damages, or liabilities arising out of conflict among parties to the transaction.
3. Participants to both sides of the transactions allow PAREB-PMRB MLS information on closed transaction for data gathering on sold and leased out properties to help the real estate industry in general and PAREB-PMRB members in particular.
4. PAREB-PMRB through the MLS Committee may, by delivery of written notice to Participant to terminate this agreement effective immediately upon the occurrence of any of the following events:
5. PAREB-PMRB giving notice to Participant written notice of suspension or termination due to violations of any MLS Rules or by ceasing to become PAREB MIGS;
6. Participant giving notice to PAREB-PMRB through the MLS Committee that he no longer intends to display his MLS Listing on the MLS website.
7. PAREB-PMRB acknowledges and agrees that it may not suspendor terminate Participant's privilege to post his listings for reasons other than those that would allow PAREB-PMRB to suspend or terminate Participant's privilege to post, or without giving the Participant prior notice of the process set forth in the applicable provisions of the Rules for suspension or termination of Participant's access.
8. Fees, portion of the Fees, or other fees payable by Participant under this Agreement will not be refunded to Participant upon termination of this Agreement for any reason.
9. Non-payment of other fees payable by Participant under this Agreement may be ground to suspension of posting privileges to PMRB.PH and will remain under his dues and payables and until paid will not be able to renew his membership to PAREB-PMRB.
10. PAREB-PMRB is still entitled to its donation under Section 13 and 49 of this Agreement when a sale / lease has been closed due to prior transaction emanating from this website even after termination of this Agreement.
11. Participant shall not post non-real estate industry related to the "News" Section of his site, nor publish any article that will be detrimental to PAREB-PMRB or its members, or to the real estate industry.
12. No Warranties. Permission granted under this Agreement, including access and display of the MLS listing information is provided "as is". PAREB-PMRB disclaims any and all warranties, whether express or implied, including, without limitation, any implied warranties of closings on any particular property listed herein.
13. Indemnification. Participant indemnifies and holds harmless the PMRB MLS Committee, PAREB-PMRB Directors and employees, and DMS.PH from and against any and all claims, demands, liabilities, and actions, including the payment of all legalexpenses, reasonable attorneys' fees and costs, arising out of or connected with any breach by Participant of any of the Terms and Conditions of this Agreement, including any breach of representation or warranty set forth in this Agreement, and the use and displayof the MLS Listings postedherein. PAREB-PMRB shall have the right to control its own defense and engage legal counsel should the need arise to the account of the Participant.

We may amend this Agreement and Terms and Conditions from time to time as the need arises, to account for developments under the law, or for any other reasonable cause. Future performance by PAREB-PMRB MLS Committee of our obligations under this Agreement is sufficient consideration for any such amendment. Any amendment will only become effective upon notification to you by email.

By checking the box next to the "I Agree" button on the sign-up page, by logging in to your PMRB.PH account,by accessing this or by accessing any of the Listings, you accept this Agreement and Rules set herein on behalf of yourself and any business or organization you represent (collectively, "you", PAREB-PMRB MIGS, Broker, Participant).