



# NEW LISTING FORM

BROKER'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SELLER'S NAME: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TYPE:  LAND  HOUSE  APARTMENT  CONDO  RANCH  OTHER: \_\_\_\_\_

YEAR BUILT: \_\_\_\_\_

PRICE: \$ \_\_\_\_\_ LISTING START DATE: \_\_\_\_\_

## SHOWING INFORMATION

PROPERTY IS:  OWNER/SELLER OCCUPIED  VACANT  RESIDENT/GUEST OCCUPIED  EMPTY LOT

LOCK CODE# IF ANY: \_\_\_\_\_ LOCATION: \_\_\_\_\_

TYPE OF APPOINTMENT:

A = "ACCESSIBLE"  B = "COURTESY CALL"  C = "APPOINTMENT REQUIRED"

D = "APPOINTMENT BY ASSOCIATION/BUILDING MANAGER"

INSTRUCTIONS: (Special Notes, Alarms, Pets, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Security Alarm:  None  Yes Codes: In \_\_\_\_\_ Out \_\_\_\_\_ Password: \_\_\_\_\_

Pets in Property:  None  Yes Location: \_\_\_\_\_ Pet's Name \_\_\_\_\_

Showing instructions for the showing agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTACT NUMBERS (Please put the numbers in the order that you would like called)

- 1. Name: \_\_\_\_\_ Phone#: \_\_\_\_\_
- 2. Name: \_\_\_\_\_ Phone#: \_\_\_\_\_
- 3. Name: \_\_\_\_\_ Phone#: \_\_\_\_\_
- 4. Name: \_\_\_\_\_ Phone#: \_\_\_\_\_

IF PROPERTY IS INSIDE AN ASSOCIATION, CONTACT DEVELOPER OR ASSOCIATION

NAME OF ASSOCIATION: \_\_\_\_\_ NAME OF CONTACT: \_\_\_\_\_

POSITION: \_\_\_\_\_ CONTACT INFORMATION: \_\_\_\_\_

## AGREEMENT FOR MEDIATION SERVICES TO BUY AND SELL REAL ESTATE

Buyer agrees to buy and Seller agrees to sell, the Property described below under the terms and conditions set forth in this agreement ("the Agreement").

### I. THE AGREEMENT

**1. Parties and Property**

- 2). **Seller, Client or Owner;** Seller \_\_\_\_\_  
*is the current owner of the Property* described below.
- 3). **Buyer or Client;** Buyer, \_\_\_\_\_,  
*will take ownership to the Property* described below as  Joint Ownership  Sole Ownership  
 Other: \_\_\_\_\_
- 4). **Property or "the Property".** *Is the following legally described real estate in the state of* \_\_\_\_\_, Mexico:  
*Also known as* (common address), \_\_\_\_\_  
 State \_\_\_\_\_ County/Municipio \_\_\_\_\_ Zip \_\_\_\_\_
- 5). **"Broker or Agent" or Vacaxions;** *is representing*  the Seller  the Buyer  Both the seller and the buyer, *as mediator for the service to buy and sell real estate* in the state of \_\_\_\_\_, Mexico.
- 6). **This agreement** (the "Agreement") *is entered into by and between one part Vacaxions* represented by \_\_\_\_\_ hereinafter referred to as "The Agent" or "Broker" **and the other part** \_\_\_\_\_ Represented by \_\_\_\_\_ if any, hereinafter referred to as  "The Owner"  "Buyer" **and is for the mediation services of real estate sales (the "Services") in the state of** \_\_\_\_\_, Mexico.

**7. Price and Terms**

- 8). **Price and Terms.** The Purchase Price set forth below is payable in \_\_\_\_\_ by Buyer as follows: (Note: The sale price includes special inclusions, accessories, and/or furniture as described below).
- 9). Sale or Purchase Price: \$ \_\_\_\_\_ (\_\_\_\_\_)
- 10). Payment terms for Buyer if any: \_\_\_\_\_
- 11). Earnest Money/Deposit \$ \_\_\_\_\_ Notes: \_\_\_\_\_
- 12). Assumption Balance if any \$ \_\_\_\_\_ Notes: \_\_\_\_\_
- 13). Private Financing if any \$ \_\_\_\_\_ Notes: \_\_\_\_\_
- 14). Seller Financing if any \$ \_\_\_\_\_ Notes: \_\_\_\_\_
- 15). Balance at Closing \$ \_\_\_\_\_ Notes: \_\_\_\_\_
- 16). TOTAL \$ \_\_\_\_\_ Notes: \_\_\_\_\_

**17. Scope of Service**

- 18). **Vacaxions or "Broker" shall provide the "Client" with mediation services for the sale of real estate in** \_\_\_\_\_ Mexico. Broker will use its best efforts to market and procure the property, solicit and make offers, make any needed counteroffers involving the property, and to negotiate the terms of sale and/or purchase; in accordance with the Seller's or Buyer's instructions and with the highest ethical standards.
- 19). **Broker shall guide "Client"** in relation to the contracts and documentation necessary for handling the transaction and its registration with a public notary.

**20. Compensation**

- 21). **In consideration for the Services,**  the Seller  the Buyer  Other \_\_\_\_\_ shall pay Vacaxions or the Broker a **commission equal to** \_\_\_\_\_% (\_\_\_\_\_ percent) on the closing sales price plus applicable IVA (Mexican TAX).
- 22). **Payment terms for service fees** (choose one)
- 23).  This compensation shall be due and payable to Broker upon the successful closing of the sale of the property.  By delivering to Broker \_\_\_\_\_ (\$ Fee) or (%) at the time of signing the sales contract and \_\_\_\_\_ (\$ Fee) or (%) at the time of signing the deed.  After a 30% or more downpayment has been made towards the principal payment of the Property.

**24. Duration of this Service Contract**

- 25). This **Agreement shall commence** on \_\_\_\_\_ and shall continue until the property is sold or purchased.
- 26). This **Agreement is terminated** by either party upon written notice on or **after 180 days** from the date of signing this contract.

**27. Exclusivity**

- 28).  **"Broker" shall have the exclusive right** to act as an intermediary in the sale/purchase of "the Property", if "Client" sells/purchases it on their own or with the intermediation of third parties, they shall be obligated to pay "Broker" the fees established in this document.
- 29).  **"Broker" does not have the exclusive right** to act as an intermediary in the sale/purchase of "the Property". "Client" will ONLY be obligated to pay "Broker" the fees established in this document if "broker" procures and delivers a willing and able buyer or delivers a property to purchase and the sale is completed by any of the prospected clients or with any of their relatives, family members, friends or co-investors that "broker" introduced to "Client".

**30. Early Termination**

- 31). **If "Client" wishes to terminate this Agreement** prematurely for any reason, **they must communicate it in writing to "Broker" at the latest 30 (Thirty) days before the date of premature termination.** A copy of said communication shall be signed by the Broker as an acceptance of the premature termination of the contract. Nevertheless, if "Client" prematurely terminates this contract without a prior 30 days (Thirty) notice or unilaterally decides to sell/purchase the Property, "Client" shall be obligated to pay "Broker" 50% of the fees agreed upon line 21, taking as a basis for calculation, the price established on line 16 of this agreement.

**32. Date of delivery of the Property from seller to buyer**

- 33). **At the time of signing the deed before a notary or** at the following time and date as specified by the seller/buyer upon mutual consent of the parties: \_\_\_\_\_

**II. DECLARATIONS**

**34. The Broker Declares**

- 35). That Broker **is a legally established company under Mexico legal system** with the ability to provide real estate agency services and with a Federal Taxpayers Registry **MAJA830129KW1**
- 36). That **Broker has its address in Playa del Carmen, Quintana Roo, Mexico,** with telephone number (MEX)+52-984-100-9634 and that its representative, if any, **has the power to enter into this agreement.**

**37. The Owner declares.**

- 38). **To be the legitimate owner of "The Property"** mentioned on this agreement and to have the legal and economic capacity to transfer and deliver it free of any type of lien or any other kind of liability, evidenced by Public Deed No. \_\_\_\_\_ dated: \_\_\_\_\_ registered in the Property Registry of: \_\_\_\_\_, on \_\_\_\_\_, under the real folio No. \_\_\_\_\_.
- 39). That **the owner best contact information is;** Mailing Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_
- 40). That **Owner can freely dispose of or sell "the Property," and that Owner wishes for "the Agent" to promote its sale.**

**41. The Buyer Declares**

- 42). **To be of legal age and to have the mental capacity** to enter into this purchasing agreement.
- 43). **No Assignability; This Contract Is Not assignable by Buyer** unless otherwise specified in writing by mutual agreement of the parties involved in the transaction.
- 44). **Buyer represents that Buyer, as of the date of this Contract,**  Does  Does Not; **Have funds that are immediately verifiable and available** in an amount not less than the amount stated as the Total Sale Price (line 16) on this agreement.
- 45). **Buyer represents and understands that all amounts payable to the Seller at Closing,** including any loan proceeds, Cash at Closing and closing costs if any, must be in funds that comply with all applicable Mexican laws, including electronic transfer funds, certified bank checks, savings and loan teller's check and cashier's check (Good Funds).
- 46). **Available Funds;** All funds, including the Purchase Price to be paid by Buyer, **must be paid before or at Closing at the Notary** or as otherwise agreed in writing between the parties to allow disbursement at Closing **OR BUYER WILL BE IN DEFAULT.**

III. CLAUSES

47. Inclusions, Personal Property, Exclusions and Leased Items

48). *The Purchase Price includes the following items (Inclusions):*

49). *Inclusions - Attached.* If attached to the Property on the date of this Contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, air conditioning units, Ceiling fans, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including \_\_\_\_\_ remote controls).

50). *If checked, the following are owned by the Seller and included (leased items should be listed under lease items):*  None  Solar Panels  Water Softeners  Security Systems  Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

51). *Not Attached.* If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under Exclusions: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

52). *Personal Property - Conveyance.* Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except, if any \_\_\_\_\_.

53). Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

54). *Other Inclusions.* The following items, whether fixtures or personal property, are also included in the Purchase Price:

55): \_\_\_\_\_  
56): \_\_\_\_\_

57. Parking and Storage Facilities.

58).  Use Only  Ownership of the following *parking facilities:* \_\_\_\_\_

59).  Use Only  Ownership of the following *storage facilities:* \_\_\_\_\_

60. Exclusions. The following items are excluded (Exclusions)

61): \_\_\_\_\_  
62): \_\_\_\_\_  
63): \_\_\_\_\_  
64): \_\_\_\_\_  
65): \_\_\_\_\_

66. Leased Items

67): \_\_\_\_\_  
68): \_\_\_\_\_  
69): \_\_\_\_\_  
70): \_\_\_\_\_  
71): \_\_\_\_\_

72. Seller Concession

73). *At Closing, Seller will credit to Buyer \$\_\_\_\_\_ (Seller Concession).* The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Seller.

74). *Examples of allowable items to be paid for by the Seller Concession include,* but are not limited to: Buyer's closing costs, loan discounts, prepaid items, service or legal fees and other fees, costs, charges, expenses or expenditures related with the purchase of the Property. *Seller Concession is in addition to any sum monetary or not that Seller has agreed to pay or credit Buyer elsewhere in this Agreement.*

75. Earnest/Deposit Money

76). *The Earnest/Deposit Money set forth in this agreement,* in the form of a \_\_\_\_\_, will be payable to and held by \_\_\_\_\_ (Earnest/Deposit Money Holder), in its trust/escrow account, on behalf of \_\_\_\_\_ & \_\_\_\_\_, both Seller and Buyer. The Earnest/Deposit Money *deposit must be tendered, by Buyer, with this Agreement* unless the parties mutually agree to an Alternative Earnest/Deposit Money Deadline for its payment.

77). *The Buyer authorizes delivery of the Earnest/Deposit Money* deposit to the property Earnest/Deposit Money Holder account, on closing date or by no later than \_\_\_\_\_.

**78. Return of Earnest/Deposit Money**

79). *If buyer has a Right to Terminate and timely terminates, buyer is entitled to the return of Earnest/Deposit Money unless specified by seller in advance under writing instructions, Seller agrees to execute and return Earnest/Deposit with written instructions within three days of receipt of such notice to Buyer.*

**80. Loan and/or payment limitations**

81). *Buyer may purchase the Property using ONLY any of the following types of instruments or loans:* \_\_\_\_\_

**82. Assumption Balance if applicable**

83). *Buyer agrees to assume and pay an existing loan on the Property in the approximate amount of the Assumption Balance set forth presently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal and interest presently at the rate of \_\_\_\_\_% per annum, and also including escrow for the following as indicated:  Real Estate Taxes  Property Insurance Premium  Mortgage Insurance Premium and  Other \_\_\_\_\_ as applicable. Buyer has the Right to Terminate the Agreement on or before Closing Date, based on the total amount of the actual principal balance.*

**84. Seller or Private Financing**

**WARNING: "Broker" is not to prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law. Buyers are responsible to find their own financing options as needed.**

**85. Seller Financing**

86). *If Buyer is to pay all or any portion of the Purchase Price with Seller financing,  Buyer  Seller will deliver the proposed Seller financing documents to the other party on or \_\_\_\_\_ days after acceptance of the offer.*

**87. Buyer May Select Financing**

88). *Buyer may pay in cash or select financing appropriate and acceptable to Seller, including a different loan than initially sought by Buyer*

**89. Loan Limitations**

90). *Buyer may purchase the Property using any of the following types of loans:* \_\_\_\_\_

**91. Lender Property Requirements**

92). *If the lender imposes any requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (i.e., roof repair, repainting), beyond those matters already agreed to by Seller under this Agreement, Seller has the Right to Terminate Agreement, on or before three days following Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion. This termination does not apply if, on or before any termination by Seller; (1) the parties enter into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.*

**93. Seller May Terminate**

94). *If Seller is to provide Seller financing, this Agreement is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost and compliance with the law. Seller has the Right to Terminate this agreement, if such Seller financing is not satisfactory to the Seller, in Seller's sole subjective discretion.*

**95. Buyer May Terminate**

96). *If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Agreement is conditional upon Buyer determining whether such financing is satisfactory to the Buyer, including its availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate this agreement, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.*

**97. Appraisal**

98). *Cost of the Appraisal if any, must be timely paid by  Buyer  Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, a lender's agent or all three.*

**99. Damage, Inclusions and Services**

100). *Should any Inclusion or Service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (i.e. plumbing), fail or be damaged between the date of this Agreement and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit*

of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association.

101). **If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate the Agreement on or before Closing Date, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price.**

102. Walk-Through and Verification of Condition

103). **Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.**

104. Seller Guarantees

105). If any, Seller offers the following guarantee(s) in the Property:

- 106). \_\_\_\_\_
- 107). \_\_\_\_\_
- 108). \_\_\_\_\_
- 109). \_\_\_\_\_

110. Owner's Association

111). **The Property  is  is not located within an Owner's Association Community.**

112). **The sections below are only applicable if the Property is located within a Common Interest Community and subject to such declaration.**

113). **Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS, RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY; INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN OR SIMILAR ENCUMBRANCE ON THE PROPERTY AND POSSIBLY FIND REMEDIATION TO PAY THE DEBT. THE DECLARATION, BYLAWS, RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. **PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY, AND THE BYLAWS RULES AND REGULATIONS OF THE ASSOCIATION.**

114. Owners' Association Documents

115). **Owners' Association Documents (Association Documents) consist of some or all of the following:**

116). **Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements;**

117). **Minutes of most recent annual owners' meeting;**

118). **Minutes of any directors' or managers' meetings during the six-month period immediately preceding the date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (collectively, Governing Documents); and;**

119). **The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).**

120. Association Documents to Buyer

121). **Seller to Provide Association Documents.** Seller is obligated to provide to Buyer the Association Documents, at Seller's expense, on or before \_\_\_\_\_. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

122. Conditional on Buyer's Review

123). **Buyer has the right to review the Association Documents.** Buyer has the Right to Terminate based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after the assigned date above, Buyer, at Buyer's option, has the Right to Terminate by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents.

124). **If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller, Buyer's Notice to Terminate must be received by Seller 15 days or longer before Closing Date.** If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any Right to Terminate under this provision.

## 125. Prorations

- 126). **Rents.** Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.
- 127). **Association Assessments if Any.** Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to Closing Date by the Association will be the obligation of  Buyer  Seller.

## IV. GENERAL PROVISIONS

### 128. Promotion

- 129). **"Broker" shall promote "the Property"** using the most appropriate means of dissemination, taking into account its characteristics, and shall provide information to interested buyers upon request. "Seller" shall stay out of the property demonstrations and negotiations and shall only participate when required by "Broker".
- 130). **"Seller" authorizes "Broker" to register "the Property" on Vacaxion's website** as well as other real estate websites that "Broker" considers appropriate to reach the greatest number of prospective clients.

### 131. Mediation

- 132). **"Broker" shall perform intermediation tasks for "Client(s)"** in order to achieve the signing of the appropriate contract to formalize the purchase and sale transaction, adhering to the Ethical Code of the Mexican Association of Real Estate Professionals and in accordance with legal regulations.

### 133. Information

- 134). **"Broker" shall provide "Client" with a monthly report** on the results of the tasks performed including but not limited to prospects and interests towards the Property as well as reports regarding the search of prospects or units to buy and sell the property.

### 135. Documents

- 136). **"Seller" shall be obligated to give "Broker" copies of** the Deed or Property Title, recent Property Tax Slip, recent Water Bill, Official Identification, Marriage Certificate (if applicable), and any others required to prove the legitimate ownership of "the Property" and to give the corresponding Notice of compliance with the established in the Federal Law of Prevention and Identification of Illicit Origin Operations in case the property is sold. Also, "Seller" commits to give the original versions of said documents or any other related documents when requested by the Notary or "Broker" for the corresponding registration.

### 137. Price

- 138). **"Client" states that it is his/her intention to sell/buy "the Property," including special installations,** accessories and/or furniture described in this agreement of this contract, at the price and payment conditions specified in this agreement and "Broker" is obligated to present all offers or counteroffers received until acceptance of one of them.
- 139). **The conditions of the listed sale specified in this contract may only be modified in writing and signed by both parties,** as long as an offer has not been received under the previously agreed upon sale conditions.

### 140. The Agreement

- 141). **The duration of this Contract shall be as specified in this agreement; If at the end of said period** there is no contrary manifestation in writing by any of the parties, the Contract shall be deemed to have been automatically extended for a term of successive periods of 30 days, in which case, the same terms and conditions shall be maintained.
- 142). **Upon the expiration of this agreement,** "Broker" shall deliver to "Seller" the record of potential buyers that have been dealt with, with the latter committing to cover the agreed-upon fees in the event that the sale is completed within 90 natural days with any of them or with any of their relatives, family members, friends or co-investors.

### 143. Confidentiality

- 144). **"Broker" agrees to maintain the confidentiality of all information received** from the "Client" in connection with this Agreement and the sale/purchase of the property, and shall not disclose such information to any third party without the prior written consent of the "Client".

### 145. Attachments

- 146). **The "New Listing Form" is an attachment to this agreement.**

**147. Commission/Compensation**

- 148). *The contracting parties agree that "Broker" shall charge as commission for the services provided the amount stated in this Agreement plus the corresponding Value Added Tax, with "Broker" being responsible for the ordinary expenses made on the advertising and search of the Property. Any extraordinary marketing expenses will be paid by seller and or Buyer if applicable.*
- 149). *In case "Client" does not promptly pay "Broker" the earned commission as stated in this agreement, he/she shall pay as compensation 10% (ten percent) monthly calculated on the total commission until the payment of both concepts. The compensation shall not exceed 100% of the commission.*
- 150). *If "Broker" does not promptly comply with any money delivery obligation towards "Client," he/she shall pay a compensation calculated by applying the same mechanism and also maximum of 100% of the nondelivered amount in time.*

**151. Events**

- 152). *If "Client" decides to reject any written purchase or selling offers received by "Broker" at the price and conditions established in this Agreement, or if "Client" withdraws from carrying out and continuing with the purchase and/or sale operation once he/she has expressly accepted any offer, he/she shall pay "Broker" the commission agreed in this agreement according to the sale price stated in it or based on the purchase price offered in the second case.*
- 153). *If the purchase and sale operation does not take place once the preliminary contract has been signed with the "Client", "Broker" shall have the right to charge his/her commission for the services provided, regardless of which party is responsible for the breach.*

**154. Property Maintenance**

- 155). *It will be "Seller's" responsibility to keep "the Property" clean, well-maintained, and secure, as well as paying for all services such as water, electricity, property taxes, gas, maintenance, and/or telephone, if applicable, during the entire time this contract is in effect and until possession of the property is delivered to the buyer.*

**156. Others**

- 157). *The Seller shall be responsible for all expenses related to the property, including but not limited to extraordinary advertising channels or signage, and maintenance.*
- 158). *If "the Property" is uninhabited it should not contain high-value items that could become a point of controversy.*

**159. Jurisdiction**

- 160). *For the interpretation and fulfillment of this Agreement, the parties agree to submit to the jurisdiction of the courts of \_\_\_\_\_, Mexico, explicitly waiving any present or future jurisdiction of their residence.*
- 161). *This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ Mexico, and any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts located in the Territory of Mexico.*
- 162). *IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.*

**SELLER(S) (Check Box if Legal Entity)**

**BUYER(S) (Check Box if Legal Entity)**

Full Name(s) \_\_\_\_\_

Full Name(s) \_\_\_\_\_

Signature(s) \_\_\_\_\_

Signature(s) \_\_\_\_\_

Title if signing on behalf of legal entity: \_\_\_\_\_

Title if signing on behalf of legal entity: \_\_\_\_\_

Date of Signing: \_\_\_\_\_

Date of Signing: \_\_\_\_\_

**VACAXIONS BROKER**

Broker/Agent Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Agent Phone Number: \_\_\_\_\_

Date of Signing: \_\_\_\_\_