

# PAREB MULTIPLE LISTING SERVICE (MLS)

Official Website PAREBMLS.COM

## Terms and Conditions of Use

**ONLY PAREB MEMBERS 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 MLS WEBSITE, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE.

### DEFINITION OF TERMS:

#### PHILIPPINE ASSOCIATION OF REAL ESTATE BOARDS, INC., (PAREB)

**REGULAR MEMBERS** - Regular Members are natural persons or individuals who are duly licensed Real Estate Service Practitioners (RESPs) and are Members in Good Standing of any Member Board. They are otherwise also referred to as PAREB Members

**MEMBER IN GOOD STANDING (MIGS)** - Refers to a Regular Member of PAREB 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 Regular Membership dues for the current year and, likewise, a Member in Good Standing as certified to by the Member Board insofar as his Board dues to his Board is concerned.

**REGULAR MEMBERSHIP DUES** - Each Regular Member shall pay to PAREB annual membership dues, which shall be determined by the National Directorate, **through** their Member Board, except for Past National Presidents. PAREB shall not receive payment of annual membership dues directly from Regular Members. All collections made during the month shall be remitted by the Local Board to PAREB within ten (10) days of the following month. xxx (**ARTICLE VI - MEMBERSHIP DUES AND FEES, SEC. 1. MEMBERSHIP DUES c.**) PAREB Lifetime Paid Members are exempted from paying annual dues.

**DEADLINE FOR PAYMENT TO BE MIGS** - Both the Member Board dues and Regular Membership dues shall be payable **not later than March 31** of each calendar year, unless otherwise extended and approved by the National Directorate. **ARTICLE VI - MEMBERSHIP DUES AND FEES SEC 2.)**

**BROKER** shall refer to the **MIGS** who is a Real Estate Broker (REB) 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 LISTING SERVICE (MLS)** is sharing of properties information of Listing Brokers with cooperating Brokers or Selling/Leasing Brokers to sell / lease such properties faster.

**MLS SERVER** means the computer server or servers, including both hardware and software, maintained by PAREB 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** means the **MIGS** who is the Principal Broker, or MIGS' office staff, partner, corporate officer, or branch office manager acting on 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; 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.

**RULES** refers to the MLS Rules and Regulations, as amended from time to time. Participant hereby acknowledges to agree to be bound by the Rules of PAREB MLS. The Rules may include terms and limitations in addition to those set forth by the MLS Committee of PAREB. In the event of any inconsistency, the terms of the Rules will govern. MLS Committee may modify the Rules at any time, as it deems necessary to better serve the public and PAREB 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 its authorized employees and staff are allowed to post in this website as Participant;
2. Participant acknowledges that PAREBMLS.COM and its subdomains by members are available to MIGS at no cost to PAREB;
3. Participant acknowledges that PAREBMLS.COM is a service to PAREB wherein its use by members voluntary and not imposed;
4. Participant acknowledges that the MLS Server, together with access to the MLS Listing, may, depending on the server, from time-to-time, may 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 access to 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 shall have no liability of any nature to Participant for downtime or service interruptions, and PAREB and PAREB MLS waive all claims arising out of, any such modifications, interruptions, unavailability, or failure of access
5. Participant is required to upload profile and enter the correct information in website settings. 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.
6. Participant may only post listings in which he is **DIRECT only**.
7. PAREBMLS.COM has a cost. However, Participant may list for FREE up to TWENTY (20) listings and upgrade to PRO account only after the 20th listing regardless whether other listings are sold, rented out or deleted, for one-time set-up fee of Five Thousand Pesos (Php5,000.00) and Php500 monthly maintenance fee paid minimum of one (1) quarter. For upgraded accounts, One Thousand Pesos (Php1,000.00) will go to PAREB and Five Hundred Pesos (Php500.00) will go to the Local Member Board of Participant.
8. Non-payment of PAREB and Local Board dues by March 31 of every succeeding year will prompt deactivation of account and will be reactivated only upon payment of required dues. For non-payment of dues by June 30 of every year, Participant who upgraded to PRO account will need to pay One Thousand Five Hundred Pesos (Php1,500.00) as reactivation fee; no payment required for free users.
9. Participant agrees to networking with fellow MIGS of PAREB on 50-50 sharing and if transaction is closed, must donate to PAREB of at least One Thousand Pesos (Php1,000) for help maintaining the site and for subsidy to future MLS Projects and Events.
10. Participant agrees that PAREB will have its own account PAREBMLS.COM to be promoted and handled by designated PAREB MLS Staff.
11. In case of inquiry through PAREBMLS.COM PAREB account, assigned PAREB staff will forward such inquiry to listing broker directly.
12. Participant agrees to donate 10% of Professional Fee net of taxes to PAREB if closing is through PAREB-promoted account to cover the cost of website promotion, salaries of staff, MLS-related costs, MLS projects and events, and compensation to website company/developer;

13. Participant agrees that promotion of his own subdomain or website is his own lookout and PAREB will only promote PAREBMLS.COM account to help all listings brokers on the site;
14. Participant must not post any listing with Professional Fee below 3% on for "FOR SALE" and one (1) month for the first twelve (12) months for "FOR LEASE" properties.
15. 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.
16. Participant agrees to update listings by way of removing Listings that are already sold and/ or no longer available.
17. 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;
18. Selling Broker warrants that he has pre-qualified his Client for the property inquired so as not to waste Listing Broker's time.
19. 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.
20. **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.**
21. In case of non-MIGS or non-PAREB member or MIGS who is non-Participant inquiring on a property in a Participant's website, it will be the prerogative of Participant-website owner whether to entertain or not the 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%.
22. Listing Broker-Participant warrants that all information he puts about the property are accurate and correct to the best of his knowledge.
23. 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".
24. 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.
25. Listing-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.
26. Only when the transaction of a Sale is imminent can the cooperating broker demand copy of the Authority to Sell/ Lease.
27. 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.
28. Listing Broker must, to the best of his ability try to close deal on specific property inquired from PAREB MLS platforms. 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 another property and when deal is made, the Selling broker must likewise be compensated on a 50/50 basis.
29. When a sale or lease is consummated, Selling Broker must be paid promptly by Listing Broker as soon as Professional Fee is released, which should be upon signing of the Deed of Absolute Sale (DOAS) or Lease Agreement, or if check is issued, when such check clears.

30. Participants in both sides of the transaction must donate at least One Thousand Pesos (Php1,000.00) to PAREB for every successful transaction payable within seven (7) business days upon payment of Participants' Professional Fees, except for PAREB account-generated sale/lease.
31. 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.
32. Participants recognize as unethical solicitations of owners whose information may be gathered by listings herein:
  1. 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
  2. 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.
33. Any information received through this PAREBMLS.COM or any other PAREB 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.
34. Participant shall not deliberately solicit a listing from this site which is currently listed with another broker.
35. Listing Broker-Participant shall not knowingly provide substantive services concerning a prospective transaction derived from PAREB 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.
36. 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.
37. Participant expressly allows cooperating Broker to offer properties as his own on this PAREBMLS.COM platform and will also allow cooperating broker to offer and promote on his own websites and any online platforms and share 50/50 of Professional Fee in case of sale.
38. 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 PAREBMLS.COM, 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.
39. Participants, acting as cooperating brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the Listing Broker's offer 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.
40. 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.
41. Any dispute among cooperating brokers must be made in writing to the MLS Committee of the local Board they belong to, if from the same board and the PAREB MLS Committee, if from different Boards and at the MLS Committee's discretion, may be referred to Local Board or PAREB Grievance Committee, as applicable.
42. In the event of disputes between Participants they shall submit the dispute to arbitration in accordance with the regulations of their Board or Boards rather than litigate the matter.

43. 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 their Board, provided the Clients agree to be bound by the decision.
44. Participants to both sides of transaction is requested to e-mail MLS Director-In-Charge at makatibroker@gmail.com or any future designated e-mail and parebph@yahoo.com for any closed transaction for data gathering on sold and leased out properties to help the real estate industry in general and PAREB members in particular.
45. PAREB 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:
  1. PAREB giving notice to Participant written notice of suspension or termination due to violations of any MLS Rules or by ceasing to become PAREB MIGS;
  2. Participant giving notice to PAREB through the MLS Committee that he no longer intends to display his MLS Listing on the MLS website.
46. PAREB acknowledges and agrees that it may not suspend or terminate Participant's privilege to post his listings for reasons other than those that would allow PAREB 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.
47. Fees, portion of the Fees, or other fees payable by Participant under this Agreement will be refunded to Participant upon termination of this Agreement for any reason.
48. PAREB is still entitled to its donation of at least One Thousand Pesos (Php1,000.00) when a sale has been closed due to prior transaction emanating from this website even after termination of this Agreement.
49. No Warranties. Permission granted under this Agreement, including access and display of the MLS listing information is provided "as is". PAREB disclaims any and all warranties, whether express or implied, including, without limitation, any implied warranties of closings on any particular property listed herein.
50. Indemnification. Participant indemnifies and holds harmless the MLS Committee, PAREB Directors and employees from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including 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 display of the MLS Listings posted herein. PAREB shall have the right to control its own defense and engage legal counsel should the need arise.

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 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 or by posting on our Team PAREB and PAREB MLS Facebook Groups.

By checking the box next to the "I Agree" button on the sign-up page, by logging in to your PAREBMLS.COM 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 MIGS, Broker, Participant).