



DMCI Homes Corporate Center 1321 Apolinario Street, Brgy. Bangkal, Makati City

AUTHORITY TO LEASE

This is to formally authorize DMCI Project Developers Inc. - Leasing Services to look for a possible lessee and negotiate the lease for my property best described below, and with the following terms and conditions.

- PROJECT NAME : _____
- BUILDING NAME / UNIT NO. : _____ / Unit _____
- DESCRIPTION (Number of Bedrooms) : _____
- APPROXIMATE FLOOR AREA : _____ sqm. , more or less
- UNIT DRESS-UP : Bare Unit Semi-Furnished Fully-Furnished Unit
- BUILDING / PARKING NO. : _____ / Parking Slot _____
- APPROXIMATE FLOOR AREA : _____ sqm. , more or less

TERMS AND CONDITIONS OF LEASE:

1. The Lease Rental Term may be as follows. You may choose from these terms.
 - Short-term Lease • Medium-term Lease • Long-term Lease
2. Terms of Payment shall be as follows or as otherwise approved by me:
 Payment in the form of Post-Dated Checks
 [UNIT] One (1) month Advance Payment and Two (2) months Security Deposit
 [PARKING] One (1) month Advance Payment and Php500.00 Security Deposit
3. The E-VAT or withholding tax, if any, will be for the account of the lessee.
4. The other terms and conditions of the lease will be as per approved standard Contract of Lease, a copy of which can be given upon request.

LEASE GUARANTEE:

1. DMCI – PDI Leasing Services does not give any guarantee, written or implied, that the Unit Owner/ Lessor’s unit will be leased-out within any specified time.
2. DMCI – PDI Leasing Services will exert all efforts to have the unit leased-out.

SECURITY DEPOSIT (REFUNDABLE):

1. Security Deposit is set by the Unit Owner’s/Lessor and shall ensure the Lessee a timely refund execution upon move out and expiration of contract. The security deposit is held until the determination of condition of content of the rental property after moved out has been verified within the period of 30 days.
2. The security deposit is intended to protect the Unit Owner’s/Lessor from costs incurred due to accidental damages or theft to the leased premises during occupancy. Security deposit will be returned upon check out provided there are no charges pending. Charges are assessed to cover damage and unnecessary service calls, if there is any.

UNPAID BALANCES:

Upon enrolling of the Unit Owner/Lessor to DMCI - PDI Leasing Services, the Property Management Office cannot allow any move in by the tenant, unless all arrears (if there is any) by the Unit Owner/Lessor is settled. In effect the paid security deposit cannot be utilized to settle all or any arrears.

THIRD PARTY LIABILITY:

1. The LESSEE during its occupancy of the LEASED PREMISES shall hold DMCI - PDI Leasing Services and the Property Management Office free and harmless from any damage or liability or responsibility to any person or property arising out of or as a consequence of the use of the LEASED PREMISES by the LESSEE, its agent, employee, domestic helper, guest and visitor.
2. Likewise, DMCI-PDI Leasing Services and the Property Management Office shall be held free from liabilities in cases arising from non-payment or bounced post-dated checks of leased rental or filing of ejection cases.

RESPONSIBILITIES OF DMCI – PDI LEASING SERVICES:

1. Markets the property at their own expense for maximum exposure, online and print ads.
2. Coordinates and conducts viewing of all prospective clients.
3. Represents the lessor during negotiation with the client.
4. Prepares all necessary contracts for the lessor.
5. Assists the lessor in preparing the unit inventory (for furnished units).
6. Coordinates and facilitates signing of contracts.
7. Collects only post-dated checks payment form the Lessee/Tenant, and for proper endorsement to Lessor/ Unit Owner upon signing of contract.
8. Collects facilitation fee from unit owner should be endorsed immediately within twenty four (24) hours to the DHLs Officer and/or deposit to any BDO branch.
9. Making solicitations, receiving donations and the like will be strictly prohibited.
10. Assists in the move-in of the lessee with subscription to utilities such as internet, phone service, and cable TV, and registration with the village / condo association.
11. During renewal— confirms with the lessee his renewal or non-renewal of the contract.
12. Provides assistance with the move-out inspection with the lessee and lessor.
12. Coordinates return of deposit to the lessee after expiration of lease.

Unit Owner / Lessor

RESPONSIBILITIES OF DMCI PROPERTY MANAGEMENT OFFICE:

1. Implement the House Rules and Regulations, adopted by the Board of Directors of the Condominium Corporation pursuant to the Master Deed with Declaration of Restrictions.
2. Ensure prompt meter readings during move-in and move-out procedures as well as timely billing of water, electricity and other utilities.
3. PMO Security personnel must restrict and disallow entry of reported banned individuals by DMCI Leasing services and all those who are deemed trespassing, pose any threat or violations in safety and security of DMCI residents and premises.
4. To properly and promptly coordinate with DMCI Leasing services and inform the same in writing, of any untoward incidents concerning registered lessors and lessees.

RESPONSIBILITIES OF LESSOR:

1. To be present on the date scheduled by DHLS for unit inspection before endorsement of key and enrollment of unit to leasing department. Units must be in good tenantable condition upon turnover to Leasing Dept.
2. Authorize the broker to show the unit to prospective clients at reasonable times and to coordinate with village/condo administration on his behalf when needed.
3. Provide legal documentation on the property when required (certified title or proof of ownership, SPA, etc.)
4. Shoulders the notarization fee (Php300.00).
5. To ensure updated payment in monthly amortization and association dues to prevent cutting of utilities and inconvenience to both owner and tenants.
6. On the duration wherein the unit is still out for leasing and is not yet tenanted, Unit Owners are responsible to pay association dues, utility expenses, cleaning or regular up keep of unit until such time that it is tenanted that the Lessee will then be responsible for electric and water consumption, regular up keep of unit and the association dues (depending on contract agreement). Cleaning assistance is available through DHLS service provider but subject to separate fee from facilitation fee.
7. Make prompt final decision on the lease rate, terms, and contracts; especially if lessee makes an offer below asking price. Issue acknowledgment receipt for payments.
8. In the event of reservation cancelation, the unit owner shall pay Ten Percent (10%) of the total reservation amount paid of the supposed client to DMCI Leasing to cover for the expenses incurred by the specialist during the negotiation.
9. In the event of tenant "MOVE-OUT," Lessor are required to be present to conduct the necessary inspection of unit and sign the move-out permit. Failure of Lessor to be present during move-out schedule will grant full authority to our Leasing Officer/ Leasing Specialist to sign on his/her behalf. Any arising concern after move out of tenant will not be honored by DHLS.
10. Coordinate with DHLS to ensure timely refund execution of security deposit. The Lessor should not handle to the DHLS specialist any kind of monetary disbursement nor cater to any solicitations or donations made by the DHLS Specialist.
11. To shoulder real estate taxes, withholding taxes, other government assessments and association dues under share of common areas for contracts which are inclusive of association dues.
12. The LESSOR is obligated to replace key lock set after termination of contract for long term lease agreements for safety and security purposes.
13. During the duration of Unit Enrolment and Lease Period of unit, Lessor must be contactable always and must update leasing department in case of change of contact numbers and contact information. Lessor can always contact leasing department directly if they need update on the status of their unit or for any concern related to DHLS.
14. For professional and legal advice, DHLS may only refer. Any contract or agreement on our referred contacts is an outside transaction already. Any costs incurred for professional advice or assistance will be on the cost of Lessor/Unit Owner.

Unit Owner / Lessor

BROKER'S COMMISSION / FACILITATION FEE FOR UNIT ONLY:

1. **Yearly Lease** = Facilitation Fee / Commission equivalent to one (1) month's rent for every year of lease, less association dues if there's any.
2. **Monthly Lease**
Lease Term 11-6 months = facilitation fee (pro-rated commission).
Example: monthly lease rate – P20,000, lease term – 6 months
Computation: pro-rated commission (P20,000 x 6/12 = P10,000)
Total commission/Facilitation Fee: **P10,000.00**
Lease Term 5-1 months = facilitation fee (P2,000 fixed rate + pro-rated commission).
Example: monthly lease rate – P20,000, lease term – 2 months
Computation: P2,000 fixed rate + pro-rated commission (P20,000 x 2/12 = P3,333.33)
Total commission/Facilitation Fee: P2,000+P3,333.33 = **P5,333.33**
3. **Renewal**
One (1) Year Lease Contract = facilitation fee is equivalent to 80% of one (1) month rent. A 20% discount of one (1) month rent is given to unit owners.
Lease Term 11-6 months = facilitation fee (pro-rated commission).
Example: monthly lease rate – P20,000, lease term – 6 months
Computation: pro-rated commission (P20,000 x 6/12 = P10,000)
Total commission/Facilitation Fee: **P10,000.00**
Lease Term 5-1 months = facilitation fee (P2,000 fixed rate + pro-rated commission).
Example: monthly lease rate – P20,000, lease term – 2 months
Computation: P2,000 fixed rate + pro-rated commission (P20,000 x 2/12 = P3,333.33)

Total commission/Facilitation Fee: P2,000+P3,333.33 = **P5,333.33**

4. **Extension** – Less than one (1) month, Facilitation Fee is 20% of the total net rent price.

BROKER'S COMMISSION / FACILITATION FEE FOR PARKING ONLY:

1. **Yearly Lease** – Facilitation Fee / Commission equivalent to one (1) month's rent for every year of lease, less association dues if there's any.
2. **Monthly Lease**
Lease Term 1-5 months = facilitation fee (P500 fixed rate + pro-rated commission).
Example: monthly lease rate – P3,000, lease term – 2 months
Computation: P500 fixed rate + pro-rated commission (P3,000 x 2/12 = P500)
Total commission/Facilitation Fee: P500+P500 = **P1,000.00**
Lease Term 6-11 months = facilitation fee (pro-rated commission).
Example: monthly lease rate – P3,000, lease term – 6 months
Computation: pro-rated commission (P3,000 x 6/12 = P1,500)
Total commission/Facilitation Fee: **P1,500.00**
3. **Renewal**
One (1) Year Lease Contract = facilitation fee is equivalent to 80% of one (1) month rent.
A 20% discount of one (1) month rent is given to unit owners.
1-5 Months Contract = facilitation fee is 8.5% from the total net rent price multiply to number of months.
For renewal of contracts with less than one (1) year term, Facilitation Fee computation is similar as to new accounts.
6-11 Months Contract = facilitation fee (pro-rated commission).
Example: monthly lease rate – P3,000, lease term – 6 months
Computation: pro-rated commission (P3,000 x 6/12 = P1,500)
Total commission/Facilitation Fee: **P1,500.00**
4. **Extension** – Less than one (1) month, Facilitation Fee is 20% of the total net rent price.

Leasing Officers and Leasing Specialists will no longer be allowed to accept or collect any cash payments from tenant and unit owners. DMCI PDI will require tenants to issue one check payable to DMCI Project Developers Inc. for upfront payment of Facilitation Fee upon every closed contract. NO CASH PAYMENTS will strictly be implemented for the security of everyone.

Automatically, all RENEWALS and EXTENSIONS that shall take place from the original contract will bind DMCI Homes Leasing and the owner for the same provisions set herein, including the commission schemes. Contracts entered through DHLS (tenants) are official client of DHLS. Collection of facilitation fees for renewal, in the event that rental has an increase in rate, security deposit will be adjusted accordingly.

All leasing Contracts must be accompanied with Statement of Account prepared by the Leasing Officer and verified by Leasing Manager which will be the basis for issuance of Post Dated Checks by the Tenant.

In such case of PRETERMINATION, DMCI PDI will not adjust any payments on the facilitation fee if DHLS Specialist or Officer was able to find a replacement of tenant in two (2) months period covered by the forfeiture of two (2) months Security Deposit. However, in the premise wherein replacement was over two (2) months, Facilitation Fee charges will have prorated-adjustments.

I hereby certify that I am the OWNER (or Owner's Representative with SPA). The said property and that said property is free and clear from any liens or encumbrances other than those annotated in the original copy of the title on file with the proper Registry of Deeds.

IN WITNESS WHEREOF, the parties hereto have hereunto signed this _____ day of _____, 20__ in _____.

UNIT OWNER / LESSOR

Signature over printed name

Date: _____

DMCI HOMES LEASING SERVICES

Signature over printed name

Date: _____