

# 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 / BUILDING / UNIT NO. : \_\_\_\_\_
- DESCRIPTION (Number of Bedrooms): \_\_\_\_\_
- APPROXIMATE FLOOR AREA : \_\_\_\_\_ sq.m., more or less
- UNIT DRESS-UP : ☐ Bare Unit ☐ Semi-Furnished Unit ☐ Fully-Furnished Unit

**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
  - One (1) month Advance Payment and Two (2) months 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. The security deposit is held until the determination of condition of content of the rental property after moved out has been verified.
- 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:**

- 1. 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

**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 ejectment 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 post-dated checks payment form the Lessee/Tenant.
8. Remittance to the Lessor/Unit Owner of the collected PDCs from Lessee/Tenant.
9. 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.
10. During renewal— confirms with the lessee his renewal or non renewal of the contract.
11. Provides assistance with the move-out inspection with the lessee and lessor.
12. Coordinates return of deposit to the lessee after expiration of lease.

**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 (Php 300.00).
5. 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.
6. 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.
7. Assumes full responsibility for accepting a lease offer/contract. Consult own legal advice as needed.
8. 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.
9. 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 1-5 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**

**Lease Term 6-11 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**

- 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 – P20,000, lease term – 6 months  
Computation: pro-rated commission (P20,000 x 6/12 = P10,000)  
Total commission/Facilitation Fee: **P10,000.00**

- 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.

Said commission will be collected from the Unit Owner through Check issued by Tenant. Settlement will be as follows: one (1) month advance will be payable to DMCI Project Developers Inc. Please see sample computation below:

Example 1. For Lease Inclusive of Association Dues

One (1) Month Advance	P20,200.00
Less: Association Dues	<u>2,500.00</u>
<b>Net Facilitation Fee</b>	<b><u>P17,500.00</u> – Payable to DMCI Project Developers Inc.</b>
Two (2) Months Security Deposit	P40,000.00
Plus: Association Charges	<u>2,500.00</u>
<b>Total Amount to be Issued by Tenant</b>	<b><u>P42,500.00</u> – Payable to Unit Owner</b>

Example 2. For Lease Exclusive of Association Dues

One (1) Month Advance = Net Facilitation Fee	<b>P20,000.00 – Payable to DMCI Project Developers Inc.</b>
Two (2) Months Security Deposit	<b>P40,000.00 – Payable to Unit Owner</b>

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 promise 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.

UNIT OWNER / LESSOR  
Signature over printed name  
Date: \_\_\_\_\_

DMCI-PDI Leasing Services  
Signature over printed name  
Date: \_\_\_\_\_