

## NON-EXCLUSIVE LISTING AGREEMENT FOR RENT CONTRACT CORPORATION - INDIVIDUAL

This Non-Exclusive Listing Agreement for Rent contract, hereinafter known as LISTING AGREEMENT, is made between:

(LEGAL ENTITY): PARTY ONE: \_\_\_\_\_, \_\_\_\_\_ (first name, last name) \_\_\_\_\_ (nationality) \_\_\_\_\_ (profession), bearer of the Costa Rica identity number or passport number \_\_\_\_\_ (ID/Passport #), \_\_\_\_\_ (exact address) located in the city of \_\_\_\_\_ (city), \_\_\_\_\_ (province) of \_\_\_\_\_ (country), in my capacity as \_\_\_\_\_ (title of the guarantor on the board of the company), with powers of attorney to act on the behalf of \_\_\_\_\_, (corporation name) CORPORATION, with corporate identification number \_\_\_\_\_, established in \_\_\_\_\_ (year), which is registered in the Mercantile Section of the Public Registry, Volume \_\_\_\_\_, page \_\_\_\_\_, and for the purposes of this authorization, the OWNER, and

BY THE OTHER PARTY: \_\_\_\_\_, \_\_\_\_\_ (first name, last name) \_\_\_\_\_ (nationality), \_\_\_\_\_ (profession), bearer of the Costa Rica identity number or passport number \_\_\_\_\_ (ID/Passport#) \_\_\_\_\_, \_\_\_\_\_ (exact address) located in the city of \_\_\_\_\_ (city), \_\_\_\_\_, \_\_\_\_\_ (province) in the country of \_\_\_\_\_ (country), and for the purposes of this authorization, the BROKER, do agree to the following terms, in accordance with the following clauses:

The OWNER does own the property, which is described as follows:

FOLIO REAL NUMBER: \_\_\_\_\_

LOCATION: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (Province, Canton, District)

EXACT ADDRESS: \_\_\_\_\_

REGISTERED BOUNDARIES:

North: \_\_\_\_\_

South: \_\_\_\_\_

East: \_\_\_\_\_

West: \_\_\_\_\_

CONTRUCTION AREA: \_\_\_\_\_ (in square meters)

LAND AREA : \_\_\_\_\_ (in square meters)  
 BUILDING AREA: \_\_\_\_\_ (in square meters)  
 CATASTRADO NUMBER: \_\_\_\_\_  
 PROPERTY TYPE: \_\_\_\_\_ (house, warehouse, office, etc.)  
 # of floors: \_\_\_\_\_  
 AGE: \_\_\_\_\_ (in years)  
 Current use: \_\_\_\_\_  
 Possible use: \_\_\_\_\_  
 ARCHITECTURAL DESCRIPTION: \_\_\_\_\_ (construction materials)  
 # of Bedrooms: \_\_\_\_\_ # of BATHROOMS: \_\_\_\_\_  
 Other (Overview): \_\_\_\_\_

PRICE: (list all prices in USD)

Low Season Daily Rate: \_\_\_\_\_

Low Season Weekly Rate: \_\_\_\_\_

Low Season Monthly Rate: \_\_\_\_\_

High Season Daily Rate: \_\_\_\_\_

High Season Weekly Rate: \_\_\_\_\_

High Season Monthly Rate: \_\_\_\_\_

Easter Week Weekly Rate: \_\_\_\_\_

Christmas Week Weekly Rate: \_\_\_\_\_

1. OWNER authorizes BROKER to place sign on the PROPERTY to promote the rental of the PROPERTY: Yes \_\_\_\_\_ No \_\_\_\_\_

2. a) If the property is rented to a client, OWNER will pay the BROKER a commission in the amount of money equivalent to: \_\_\_\_\_ (agreed commission)

b) The commission shall be paid unconditionally at the time payment is received from client.

3. It is understood that "client" may include relatives or heirs to him/herself, or to professional Associates of the BROKER.

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4. LISTING AGREEMENT expires on \_\_\_\_\_ (day) \_\_\_\_\_ (month) of \_\_\_\_\_ (year) and is automatically renewed for periods of \_\_\_\_\_ days. Should either party desire to terminate this agreement, that party should communicate this in writing at least 5 days prior to LISTING AGREEMENT expiration date.

5. The OWNER retains the right to rent the property directly on his or her own behalf with no rental commission to BROKER, so long as the BROKER did not provide this client. The OWNER further has the right to list the property with other parties.

6. If property is rented within \_\_\_\_\_ months after this agreement terminates to parties provided by the BROKER during the term of this agreement, the OWNER shall pay BROKER the commission specified above.

7. If a deposit of money is forfeited by a client provided by BROKER, \_\_\_\_\_ percentage of deposit is due to BROKER, provided it does not exceed the full commission amount.

8. **RESOLUTION OF CONFLICTS:** Conciliation and Arbitration Agreement. Any and all disputes, claims, differences or controversies arising out of or in connection with any aspect of this Agreement, its business matter, performance, liquidation, interpretation, validity or any breach thereof, shall be submitted in first instance to conciliation pursuant to the rules of the International Center for Conciliation and Arbitration of the Costa Rican-American Chamber of Commerce ("CICA"). The parties hereby submit voluntarily and unconditionally to its rules. The conciliation hearings shall take place at the CICA in San José, Republic of Costa Rica. The conciliation hearings shall be directed by a conciliator appointed by the CICA. If the controversy is not settled after three conciliation sessions or in the event of unresolved issues in the conciliation process, the conflict shall be resolved by arbitration of law pursuant to the rules of the International Center for Conciliation and Arbitration of the Costa Rican-American Chamber of Commerce ("CICA"). The parties hereby agree to submit voluntarily and unconditionally to its rules. The conflict shall be governed by the substantive laws of Costa Rica. The arbitration shall take place at the CICA in San José, Republic of Costa Rica. An arbitration tribunal of three arbitrators shall decide the matters subject to the arbitration procedure. The arbitrators shall be appointed by the CICA. The award rendered pursuant to such arbitration shall be in writing, shall be final, binding and conclusive between the parties. The award shall have no further recourse, except for those provided for review and nullity. Once the award is rendered and is final, it will produce the effects of res-judicata and the parties shall comply with the award without delay. Whoever acts as a conciliator cannot form part of the arbitration tribunal in the same case. The proceedings and their content shall be absolutely confidential. The costs related to the conciliation and arbitration procedures as well as the conciliators and arbitrators' fees shall be borne by the parties in equal proportion, unless the

conciliation agreement or the Tribunal decides otherwise. Each party will bear the fees of the attorneys, advisors or consultants, this shall not preclude the obligation of the losing party to reimbursed costs to the prevailing party. To this effect, the award shall order the losing party to pay all costs, including any and all legal fees due to legal counselors, attorneys and barristers.

9. All changes relating to this LISTING AGREEMENT shall be formalized in writing.

10. Service address:

BROKER is to receive communications at the following address:

\_\_\_\_\_ (exact address)  
\_\_\_\_\_ (city), \_\_\_\_\_ (province), \_\_\_\_\_ (country)

Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ E-mail: \_\_\_\_\_

Tel. Office: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Tel. Home: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

SELLER is to receive communications at the following address

\_\_\_\_\_ (exact address)  
\_\_\_\_\_ (city), \_\_\_\_\_ (province), \_\_\_\_\_ (country)

Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ E-mail: \_\_\_\_\_

Tel. Office: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Tel. Home: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_  
BROKER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
DATE

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