

**RESIDENTIAL REAL ESTATE ACQUISITION AND SALE INTERMEDIATION SERVICES STANDARD FORM  
AGREEMENT**

This **RESIDENTIAL REAL ESTATE ACQUISITION AND SALE INTERMEDIATION SERVICES STANDARD-FORM AGREEMENT**, hereinafter referred to as the **"AGREEMENT"**, is herein entered into by **ACCESS LAKE CHAPALA, S.C.**, who appears to celebrate this legal act represented by its Legal Representative **MARIO GARCIA ROMERO**, **HEREINAFTER REFERRED TO AS "INTERMEDIARY"**, and by \_\_\_\_\_, who appears as a legal actor in its own right, hereinafter referred to as the **"CLIENT"**, both being parties to this agreement, who together are herein referred to as **"THE PARTIES"**, subject to the following Statements, Clauses, and Appendixes:

**STATEMENTS**

- I. a) The **"INTERMEDIARY"** ACCESS LAKE CHAPALA, S.C., is an incorporated company as attested by the means of Public Instrument number 5924 dated March 6, 2012, executed before Notary Public N° 4 of Ocotlán, Jalisco, Jorge Luis Ramos Uriarte, registered before the Property Public Registry with electronic Folio number 436 1, RFC (Mexican Tax Registration Number) ALC1703071Y1.  
b) Its Legal Representative is legally authorized to enter into this Agreement according to Public Instrument 15,141 dated June 26, 2023, executed before Notary Public N° 4 of Ocotlán, Jalisco, Jorge Luis Ramos Uriarte.  
c) His address is Bugambilias Street number 57, Subdivision Mirasol, Municipality of Chapala, Jalisco, Z.C. 45907; email: info@accesslakechapala.com and phone number 376 766 3654.  
d) Its business hours are from 09:00 a.m. to 5:00 p.m. Monday to Friday and 10:00 a.m. to 2:00 p.m. on Saturdays. During Holidays, please contact info@accesslakechapala.com.  
e) The **"CLIENT"** was provided with the documents and information provided in Appendix A herein.  
f) The **"INTERMEDIARY"** renders intermediation services.

- II. a) The **"CLIENT"** herein declares to be \_\_\_\_\_ Citizen, of legal age, with phone number \_\_\_\_\_, RFC (Tax Registration Number) \_\_\_\_\_, identifies itself by \_\_\_\_\_ number \_\_\_\_\_, email: \_\_\_\_\_ with address \_\_\_\_\_ at \_\_\_\_\_, marital status \_\_\_\_\_, regime \_\_\_\_\_, and to have legal capacity to enter into this Agreement.

b) To be the legal owner of the property subject to this Agreement according to Public Instrument (Deed) number \_\_\_\_\_, dated \_\_\_\_\_, c) That the **"CLIENT"** is herein bound to deliver the property's necessary documents to prove its ownership, d) That he has been provided with the Information concerning Appendix B herein, e) That the property is under condominium regime  YES  NO, according to Public Instrument number \_\_\_\_\_ dated \_\_\_\_\_, f) That he has all the property's structural drawings  YES  NO, g) The Client declares that the property has the necessary conditions and facilities to be provided with all basic services.

- III. Information concerning the property:



Residential Documentation	Does the Client have the following documents/info?	
	YES	NO
Authorizations, licenses, and permits related to the property's construction, its technical specifications, building materials, security, land use, condominium regime, rules and regulations, and basic services.		
Structural, architectural, and facilities drawings or, if it applies a certificate of the property's structural condition.		
Civil Protection Program		
Existing liens affecting the property		
Tax, rights, and services payments current situation.		

### CLAUSES

**1.- Subject.** Pursuant to this Agreement, the "INTERMEDIARY" as an expert regarding real estate transactions is herein bound to undertake the following activities according to the "CLIENT'S" requirements in order to find a buyer for the residence located at \_\_\_\_\_, described as follows: \_\_\_\_\_ NEW \_\_\_\_\_ PRE-OWNED, \_\_\_\_\_

- I. **CONSULTING.** The "INTERMEDIARY" will analyze the property to determine its market value and the best way to sell it, considering its physical and urban characteristics and tax obligations according to any applicable law, the approximate market value of \$\_\_\_\_\_ (printed amount). Furthermore, the "SERVICE PROVIDER" will advise the "CLIENT" concerning any procedures and legal paperwork required to handle the transaction and its title transfer before a Notary Public.
- II. **PROMOTION.** To promote the "property" in the "CLIENT'S" representation using the appropriate media according to its characteristics. The property will be advertised through \_\_\_\_\_.
- III. **INTERMEDIATION.** To undertake intermediation activities with potential buyers in the CLIENT'S representation in order to formalize the sell and purchase transaction pursuant to this agreement at the best-selling conditions.
- IV. **OFFER.** Deliver within \_\_\_\_\_ days each and all the offers he may receive from potential buyers, to allow the "CLIENT" to analyze them and determine if he/she accepts or negotiates them.
- V. **INFORMATION.** The "INTERMEDIARY" must inform the "CLIENT" through text or email with regards to the results of its activities and the offers that have been received.





**VI. ADDITIONAL INDICATIONS FROM THE "CLIENT":**

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

**2.- Selling Price.** The price of the aforementioned property is \$ \_\_\_\_\_.

The "CLIENT" stipulates that he desires to offer the property and receive its payment as follows:

1.- The amount of \_\_\_\_\_ equivalent to % of the purchase price at the time of the deed transfer, that is \_\_\_\_\_ ( \_\_\_\_\_ ) minus expenses, real state commissions and taxes.

The "CLIENT" is entitled to accept different methods of payment according to the offers received.

The "CLIENT" will receive the payments by check or wire transfer to the Bank Account Number \_\_\_\_\_ Clabe (Standardized Bank Code) \_\_\_\_\_, Bank \_\_\_\_\_.

**3.- Term.** The Term of this agreement starts on \_\_\_\_\_ and ends on \_\_\_\_\_ and will be subsequently renewed for 30 days periods if the "CLIENT" does not give notice in writing at the date of the aforementioned ending term.

**4.- Financial obligations payable to the "INTERMEDIARY".** The "CLIENT" shall pay the "INTERMEDIARY" 6% (six percent) plus IVA (Value added tax) of the amount of the transaction and shall be 100 % covered by the "CLIENT" at the date on which the property's deed is transferred before the Notary Public, such amount shall be paid to the "INTERMEDIARY" by the "THE CLIENT" by check or wire transfer to the "INTERMEDIARY'S" Bank Account number 167991830024, Clabe 13632400000067444, Bank INTERCAM. The "INTERMEDIARY" will issue the relative invoice.

**5.- Conventional Penalties.-** "THE PARTIES" herein agree that in the event of non-compliance with any of the obligations contracted herein, the party that fails to comply must pay a conventional penalty of 10% (one percent) of the consideration for the service agreed in clause 4 of this "AGREEMENT".

**6.- Causes for Termination.-** The following will be causes for termination of this agreement:

**Attributable to the "CLIENT":**

- A. If during the term of this Agreement, the sale is formalized directly by the "CLIENT", owner, or third parties.
- B. If the "CLIENT" refuses to accept an offer without justified cause attributable to the "INTERMEDIARY" in accordance with the price and conditions indicated in this contract.
- C. If after reaching an agreement on the sale, the private contract or the deed of sale is concluded due to any non-compliance attributable to the "CLIENT".

**Attributable to the "INTERMEDIARY":**



If the "INTERMEDIARY" terminates this Agreement unilaterally before the end of its term for reasons not attributable to the client.

## 7. Rights of the Parties.-

The "CLIENT" has the right to:

1. Receive, concerning the proposed services, true, clear, and updated information and publicity, regardless of how it is communicated, including digital media, in a manner that the "CLIENT" can make the best decision regarding the hired services.
2. To receive the service according to the content of this "AGREEMENT" and the Consumer's Rights Letter.

The "INTERMEDIARY" has the right to:

1. Receive the payment according to the provided services as mentioned in Clause 4 herein or that the "CLIENT" complies with the content herein.

## 8. Parties Obligations: The "CLIENT" is herein bound to:

Provide all the support for the property to be shown, do not interfere during showings, provide a simple copy of the documents necessary for the promotion described in Appendix B, keep the property clean, up to date with its tax and service obligations, and at the appropriate time, is bound to transfer ownership of the property free of liens or any limitation of ownership or, where appropriate, to cancel the lien, debt or mortgage before the date of the public deed of sale.

The "INTERMEDIARY" is committed to undertaking all the intermediation activities according to the following:

Advice for the sale of the property, advertising through the technological and marketing strategies of the "INTERMEDIARY", intermediation with potential buyers in accordance with the terms that the "CLIENT" determines, presentation of potential offers so that the "CLIENT" studies and determines the acceptance or denial thereof.

The "CLIENT" will inform the acceptance of the offers within the timing of the offer received, so that the "INTERMEDIARY" can carry out the necessary acts to proceed with the formalization. If the "CLIENT" does not report its acceptance within the established period, it will be understood as a denial, so the "INTERMEDIARY" will continue to offer the property.

The property showings will take place according to the following specifications:

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The only purpose of these visits is to show the property to potential buyers, so during the visits no damage will be caused to it. The "INTERMEDIARY" will keep the "CLIENT" informed about the provision of services and the offers received.

**9. Privacy Notice.-** We will use the personal data that we collect for the sole purpose of providing you with the contracted service adequately and efficiently.





To learn more information about the terms and conditions under which your personal data will be processed, third parties with whom we share your personal information, and how you can exercise your rights of access, rectification, cancellation, and opposition, you can consult our Privacy Notice at Annex A to this contract.

**10.- Form and means of communication.- Notifications between the parties.-** All notifications, requirements, authorizations, notices, or any other communication that must be given by the parties under this contract, must be made in writing with acknowledgment of receipt as follows:

- **The "INTERMEDIARY":**  
At its address: Bugambilias 57, Mirasol, Chapala, Jalisco, México or email: [info@accesslakechapala.com](mailto:info@accesslakechapala.com) or through text or WhatsApp: \_\_\_\_\_
- **The "CLIENT":**  
At its address \_\_\_\_\_, or email \_\_\_\_\_, or through text or WhatsApp: \_\_\_\_\_

**11. Attention Channels.-** The "CLIENT" may communicate and present clarifications, disagreements, and file complaints concerning the contracted service at the address of the "INTERMEDIARY" or by email [info@accesslakechapala.com](mailto:info@accesslakechapala.com) said request will be fulfilled within 72 business hours following its reception.

**12.** The "INTERMEDIARY" may not apply coercive and unfair commercial methods or practices, nor abusive or imposed clauses or conditions while supplying its services, nor may provide additional services to those originally agreed upon that have not been requested by the "CLIENT" or expressly accepted, nor may apply charges without the prior consent of the "CLIENT" or that do not derive from the corresponding agreement. The "INTERMEDIARY" will not request any amount from the "CLIENT" during the validity of this "AGREEMENT" until the date of the title transfer following the provisions of Clause 4 of this "AGREEMENT".

**13. Exclusivity.-** During the validity of this agreement, the "CLIENT" will not be able to carry out by itself or request any person to provide the services that are the object of this contract concerning the property, but may do so with any other property that is of his property. If during the term of this contract the "CLIENT" sells the property through the intermediation of a third party, the "INTERMEDIARY" is obliged to pay the conventional penalty provided for in clause 5.

**14. Early termination.-** The "CLIENT" may terminate this agreement as well as the corresponding process if it is no longer his decision to sell the property, in such case, he must pay as a conventional penalty the consideration agreed in clause five hereof. Once the service begins to be provided from the day of signing this Agreement, this cancellation must be made by the client by written notice at the offices of the "INTERMEDIARY".

**15. Revocation.-** The "CLIENT" will have the right to revoke his consent without any responsibility within 5 business days from the signing of this agreement. Said revocation must be made by written notice at the offices of the "INTERMEDIARY" and to return copies of the documentation delivered according to the checklist signed by both parties within a maximum period of 15 business days.

The "CLIENT" at no time during the promotion of the property will deliver any consideration to the "INTERMEDIARY" until the sale of the property in accordance with the provisions of clause 4 of the "AGREEMENT". If for any reason the "CLIENT" delivers any other amount of money to the



"INTERMEDIARY" it will be obliged to return the amounts received by the "CLIENT". If the amounts are not returned to the "CLIENT" within the established period, the "INTERMEDIARY" must pay its counterparty the default interest of 1% monthly/annual on the amount not returned for the duration of the delay. Said default interest is calculated as follows: *parameter to calculate default interest*.

**16. Termination due to Death.**- In the event of the death of the "CLIENT", it is presumed that its legitimate successors will succeed him/her in all the rights and obligations signed between the parties unless they express to the "INTERMEDIARY" their desire not to continue with what is established herein. The "INTERMEDIARY" must return the documentation delivered according to the checklist signed by the "CLIENT" and the "INTERMEDIARY" within a maximum period of 15 business days.

The "CLIENT" at no time during the promotion of the property will deliver any amount of money to the "INTERMEDIARY" until the sale of the property, pursuant to the provisions of clause 4 herein. If for any reason the "CLIENT" delivers any other consideration to the "INTERMEDIARY", the "INTERMEDIARY" is obliged to return the amounts received by the "CLIENT". If the amounts are not returned to the "CLIENT" within the established period, the "INTERMEDIARY" must pay its counterparty the default interest of 1% monthly/annually on the amount not returned for the duration of the delay. Said default interest is calculated as follows: *parameter for calculating default interest*.

**17. Prescription of Civil Actions.**- Once the sale has been made, the "CLIENT" must respect the prescription periods for civil actions derived from civil liability, hidden defects, and eviction in accordance with the federal entity.

The statute of limitations for civil actions arising from civil liability, hidden defects of the property, and, if applicable, eviction, under articles 1740 of the Civil Code for the State of Jalisco.

**18.- Administrative Competence and Jurisdiction.**- For everything concerning the interpretation, application, and compliance of this document, as well as everything stipulated therein and in the case of controversy arising from it, the parties submit to the jurisdiction and competence of the Federal Attorney's Office of the "CLIENT" and if said controversies subsist, to the courts of the City of Chapala, Jalisco, waiving any jurisdiction that may apply to them due to their present or future domiciles.

The parties approve and accept the expressed conditions

In \_\_\_\_\_ on \_\_\_\_\_, 2023.

“THE CLIENT”

“THE INTERMEDIARY”

Legal Representative

\_\_\_\_\_

\_\_\_\_\_

This contract is registered before the “Procuraduría Federal of the “CLIENTE”, under registration number 8648-2023 dated October 2, 2023. Any variation of this contract to the detriment of the "CLIENT" will be deemed not implemented.





The "CLIENT" YES \_\_\_ NO \_\_\_ accepts that the "INTERMEDIARY" assigns and transmits to third parties other than \_\_\_\_\_ for marketing or advertising purposes the information provided by him for the purpose of this Contract. And IF \_\_\_ NO \_\_\_ accepts that the "INTERMEDIARY" sends advertising about goods and services unrelated to the contracted service.

"In the event that the "CLIENT" does not accept that his information is transferred or transmitted to third parties for marketing or advertising purposes and/or does not accept that the "INTERMEDIARY" sends him advertising about goods and services, the "INTERMEDIARY" states that in the provision of the contracted services, there will be no discrimination against the "CLIENT" due to this fact, being obliged to comply with the terms and conditions of the Contract without any different treatment concerning clients who have expressed their consent to accept that their information be used for said purposes and/or to receive valuable information."

**The "INTERMEDIARY" may not unjustifiably increase prices due to natural, meteorological, or health contingencies, to prevent leaving the consumer defenseless.**

The "CLIENT" may register its telephone number free of charge in the Public Registry of Consumers of the Federal Attorney's Office of the "CLIENT" through the web page <https://repep.profeco.gob.mx/> or 8009628000, if you do not wish to receive advertising from Suppliers in terms of the Federal Consumer Protection Law.

*I, Martha Curiel, a Supreme Court of Justice appointed translator with number CRMR-210818-225, hereby Certify that this is a true and correct translation of the Standard-Form Agreement approved to Access Lake Chapala, S.C. by Profeco. Witness my hand and official seal. In Chapala, Jalisco, Mexico, October 19, 2023.-*



## APPENDIX A

Appendix to the Contract for the provision of intermediation services for the sale and purchase of real estate intended for a residential home dated \_\_\_\_\_, signed between the "INTERMEDIARY" \_\_\_\_\_ and the "CLIENT" \_\_\_\_\_, referring to the information that the "INTERMEDIARY" must deliver to the "CLIENT".

### CONSUMER RIGHTS LETTER

1. To receive truthful, clear, and updated information and advertising regardless of how it is communicated, including digital media, in such a way that allows the consumer to make the best decision, under the provisions of the Law.
2. To freely choose the purchase offer that best meets your needs and meets your requirements.
3. To not make any payments until the contractual relationship is recorded in writing, excluding those referring to advance payments and operating expenses, in the terms provided by the Federal Consumer Protection Law.
4. To enter into an adhesion agreement under the model registered in the Federal Attorney's Office of the "CLIENT", which includes the terms and conditions. After signing, the "INTERMEDIARY" must deliver a copy of the signed contract to the consumer.
5. To deliver the property within the period and conditions agreed with the "INTERMEDIARY" in the respective contract.
6. To have free and accessible service channels and mechanisms for queries, requests, complaints, and suggestions to the "INTERMEDIARY" to hear and receive notifications.
7. The right to be protected by the competent authorities and in accordance with applicable laws, including the right to file complaints and claims before them.
8. To be provided with a Privacy Notice to learn the treatment that will be given to its personal data and consent to it, if applicable; that such personal data is treated in accordance with the applicable regulations and to learn the mechanisms available to exercise its Rights of Access, Rectification, Cancellation, and Opposition.
9. To be treated free of discrimination without being denied or conditioned in the care or sale of a home for reasons of gender, nationality, ethnicity, sexual preference, religion, or any other particularity in the terms of the applicable legislation.

### SIMPLIFIED PRIVACY NOTICE

Company name (Office) with address at (full office address), is responsible for the use and protection of your personal data and in this regard informs you of the following:

The purpose of the following privacy notice is to inform the Owner that its personal data will be collected and used for the purposes established in the terms and conditions of the Simplified and Comprehensive Privacy Notice. Likewise, the Representative guarantees that the data that the owner provides will be treated under the principles of legality, consent, information, quality, purpose, loyalty, proportionality, and responsibility, provided for in the Federal Law on Protection of Personal Data Held by Private Parties and its current Regulations.

**PURPOSE.** We use the personal data we collect for the following purposes that are necessary to adequately and efficiently provide real estate brokerage services.





1. Provide real estate services and products.
2. Verify and confirm your identity as a security mechanism.
3. Carry out registration in our system called database and thus be able to provide you with a better service.
4. Manage the sale of the property you own.
5. Create a Legal Administrative file of the property for sale.
6. Manage your property for sale through marketing mechanisms, websites, magazines, or any other advertising mechanism.

The personal data that the Representative receives will not be used for any activity or purpose other than that established in the privacy notice.

You may limit the use or disclosure of your personal data by directing the corresponding request to our Personal Data Department. The requirements to respond to your request will be the same as those indicated in the "Exercise of "ARCO" Rights" section of the comprehensive privacy notice. To learn more information about the terms, the exercise of your "ARCO" rights that we collect, secondary purposes, third parties with whom we share your personal information, how you can exercise your "ARCO" rights, and conditions under which your personal data will be processed when contracting a Service, you can consult the Privacy Notice at: \_\_\_\_\_.

The "CLIENT"

The "INTERMEDIARY"

*I, Martha Curiel, a Supreme Court of Justice appointed translator with number CRMR-210818-225, hereby Certify that this is a true and correct translation of "Appendix A" of the Standard-Form Agreement approved to Access Lake Chapala, S.C. by Profeco. Witness my hand and official seal. In Chapala, Jalisco, Mexico, October 19, 2023.-*



## APPENDIX B. Residential Property

Office: \_\_\_\_\_  
Area: \_\_\_\_\_

Broker: \_\_\_\_\_  
Date: \_\_\_\_\_

### GENERAL INFORMATION

Location: \_\_\_\_\_  
Between: \_\_\_\_\_

Kind of Property: \_\_\_\_\_  
Reason: \_\_\_\_\_

Owners: \_\_\_\_\_ / \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

The property has the necessary facilities and conditions for the provision of basic services.

### CLIENT REQUIREMENTS:

When did you buy the property? \_\_\_\_\_

Registered Owner: \_\_\_\_\_

How much did you pay for it? \_\_\_\_\_

Married? Yes \_\_\_ No \_\_\_

Have you remodeled the property? Yes \_\_\_ No \_\_\_

Condominium Property Regime? Yes \_\_\_ No \_\_\_

Why are you selling it? \_\_\_\_\_

Real Folio: \_\_\_\_\_

How long have you been selling it? \_\_\_\_\_

Are you up to date on tax, rights and services payments?

How much do you want to get from your property? \_\_\_\_\_

Water \_\_\_ Electricity \_\_\_ Property Taxes \_\_\_

### PROPERTY'S CHARACTERISTICS

Land Sq Meters: \_\_\_\_\_

Rooms: \_\_\_\_\_

Doorman: \_\_\_\_\_

Elevator: \_\_\_\_\_

Front: \_\_\_\_\_ Depth: \_\_\_\_\_

Living: \_\_\_\_\_

Surveillance: \_\_\_\_\_

TV Cable: \_\_\_\_\_

Construction Sq. Mt. \_\_\_\_\_

Dining: \_\_\_\_\_

HOA: \_\_\_\_\_

Land USE:

Residential \_\_\_ Commercial \_\_\_

Kitchen

Management:

Both \_\_\_

Full \_\_\_

\_\_\_ Internal \_\_\_ External

Bodega \_\_\_

Amenities

Density: \_\_\_\_\_

Roof Garden: Private \_\_\_ Common

Movie Theater





Floors: \_\_\_\_\_

Allowed Levels: \_\_\_\_\_

Allowed Houses: \_\_\_\_\_

Sq. Mt. \_\_\_\_\_

Yard: Front \_\_\_\_\_ Back \_\_\_\_\_

Sq. Mt. \_\_\_\_\_

Gym: \_\_\_\_\_

Pool \_\_\_\_\_

Multiple Use Room \_\_\_\_\_

Party Room \_\_\_\_\_

Sports Courts: \_\_\_\_\_

Free Area \_\_\_\_\_

Height: \_\_\_\_\_

Position: \_\_\_ Exterior \_\_\_ Interior

Parking: \_\_\_\_\_

Fix \_\_\_ Tank \_\_\_ Cylinder \_\_\_\_\_

Business Center: \_\_\_\_\_

Children Area: \_\_\_\_\_

Grill Area: \_\_\_\_\_

General Conditions: \_\_\_\_\_

Other: \_\_\_\_\_

**LEGAL SITUATION**

**--- Mortgage**

Is there a lien affecting the property?

Yes \_\_\_ No \_\_\_

Creditor: \_\_\_\_\_

Amount: \_\_\_\_\_

Monthly Payment \_\_\_\_\_

Term: \_\_\_\_\_

Status: \_\_\_\_\_

**--- Estates**

Heirs: \_\_\_\_\_

Executor: \_\_\_\_\_

Status: \_\_\_\_\_

Limitations:

Law suits \_\_\_ / Kind

**REQUIRED DOCUMENTS:**

\_\_\_ VOTING CARD (With the property's address)

\_\_\_ Electricity Bill

\_\_\_ Construction Completion Certificate

\_\_\_ Property Title

\_\_\_ POA

\_\_\_ Drawings

\_\_\_ HOA Payments Receipts \_\_\_ Property Taxes Receipts

\_\_\_ Marriage Certificate

\_\_\_ Alignment and Official Number

Other:

\_\_\_ Water Payment Receipts

\_\_\_ Condominium Regime

\_\_\_ Construction License

The "CLIENT"  
Signature

I, Martha Curiel, a Supreme Court of Justice appointed translator with number CRMR-210818-225, hereby Certify that this is a true and correct translation of "Appendix B" of the Standard-Form Agreement approved to Access Lake Chapala, S.C. by Profeco. Witness my hand and official seal in Chapala, Jalisco, Mexico, October 19, 2023.-

