

# WILLCO PROPERTY SERVICES

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## **Non Exclusive Authority to sell**

This listing agreement is made on the date set out in item 1 of the schedule to this agreement (The Schedule) between the party whose name, address and description are set out in item 2 of the schedule (The Vendor.) and Donovan Cole / Willco Property Services (Willco) in which:

1. The vendor authorizes Willco to offer for sale the property described in item 3 of the schedule (The Property) details of which are set out in the schedule at the price set out in item 4 of the schedule (The Sale Price).
2. If Willco introduces a purchaser or a prospect who is willing to sign a contract for sale and purchase on the terms set out in this agreement or on other terms acceptable to the vendor, the vendor agrees to pay to Willco a brokerage fee of five percent (5%) of the sale price or offer price of the property, with general consumption tax at the rate of sixteen and one half percent (16.5%) of the amount of the brokerage fee or such tax rate as may be in force at the time when the brokerage fee is payable.
2. Unless otherwise agreed, Willco's brokerage fee and the general consumption tax on such fee will be due and payable on the completion of the sale of the property, and by virtue of this agreement the vendor hereby irrevocably authorizes and directs his/her Attorney-at-law to pay the brokerage fee and general consumption tax on such fee to Willco on completion of the sale of the property or at such other time as agreed. In the event of the purchaser's deposit being forfeited, one half of that deposit shall be paid to Willco as brokerage fee provided however that Willco's share of the forfeited deposit shall not exceed the amount to which Willco would have been entitled had the sale been completed.
3. Willco may at its expense advertise the listed property in any legal form or media whether printed or electronic, private or public using verbal or picture image or both to describe the property, provided however that if the vendor withdraws the property from the market before the expiration of this agreement Willco shall have the right to be reimbursed by the vendor for the costs incurred in advertising and promoting the sale of the property.
4. This agreement shall remain in force for a period of twelve months from the date in item 1 of the Schedule, however, it may be terminated by notice in writing from the vendor at any time but if within six months of such termination the property is sold to a client previously introduced by Willco, Willco will be entitled to payment of its brokerage fee. If an option is granted or the property (or any part thereof) is sold while this agreement is in effect or within six months of its termination, the vendor will notify Willco at once of the fact and of the names of the parties concerned.
5. This authority grants Willco the right to show the property to prospective clients with due notice served to the owner or agent or occupant/s.

**The SCHEDULE**

ITEM 1. Date: \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_

ITEM 2. The Vendor: 1. Name: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Occupation: \_\_\_\_\_

ITEM 3. Property: All That Parcel of Land Known as \_\_\_\_\_

In the Parish of \_\_\_\_\_

Compromised in certificate of title register at volume: \_\_\_ \_\_ Folio: \_\_\_\_\_

ITEM 4. The Price: \_\_\_\_\_

**DESCRIPTION OF PROPERTY**

**Special Conditions / Information**

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Vendor : Sole / Joint Owner (S) / Agent

Accepted For Willco

By \_\_\_\_\_ .....