

CONTRACT OF LEASE
(For property in the Philippines)

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF LEASE (hereinafter the "**Contract**") was made and entered into on 31 December 2021 in San Pablo City, Philippines by:

MARIA PAZ ROYALE GARDEN RESORT represented by **Ms. ARSENIA MENDOZA EMLANO**, (hereinafter, the **Lessor**) of legal age, Filipino citizen, and with office address at Brgy. Sta. Felomena, San Pablo City, Laguna, Philippines

AND

The **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter, the **Lessee**) with principal office located at 2330 Roxas Blvd., Pasay City, herein represented by **Ms. CHERRY GERIENTE NARVAEZ**, Head of the Department of Foreign Affairs Consular Office (CO) in San Pablo City, under the authorization issued by the DFA.

WITNESSETH:

WHEREAS, the above-named **Lessor** is the absolute owner/representative of the apartment/ cabin room for lease located at Brgy. Sta. Felomena, San Pablo City, Laguna.

WHEREAS, the **Lessee** intends to lease the said property for its use as staff house of the CO San Pablo City by Bids and Awards Committee (BAC) Resolution No. (OCA) 164-21 adopted on 31 December 2021 and attached herein as ANNEX A;

NOW, THEREFORE, for and in consideration of the foregoing, the Parties to this Contract have agreed on the following terms and conditions:

1. **LEASED PREMISES:** The Lessor, by this Contract, shall transfer in favor of the Lessee, possession of the property located at Brgy. Sta. Felomena, San Pablo City, Laguna, and more particularly described as a Hotel and Garden Resort and private parking space with a floor area of 30 meters more or less(hereinafter referred to as the Leased Premises).
2. **LEASE PERIOD:** The period of this Contract shall be for one (12) months beginning on January 1 and ending on December 31, 2022, and renewable thereafter based on the written mutual agreement executed later by the Parties herein. The notice of intent to renew must be made in writing at least Ninety (90) days before the expiration of this Contract.
3. **PRE-TERMINATION:** The Lessee may terminate this Contract for any cause before its expiration by notifying the Lessor in writing at least thirty (30) days before the intended date of termination without the need for judicial intervention. In case the Lessee pre-terminates this Contract, it shall pay the Lessor an amount equivalent to one (1) month rental as liquidated damages, unless the pre-termination is due to a fortuitous event or a cause beyond the control of the Lessee.
4. **RENTAL:** The monthly rental of the Leased Premises shall be Fifteen Thousand Pesos Only (Php15,000.00) per month, including Expanded Value Added Tax, including charges for utilities, and payable within the first five days of the month without the need for demand. The monthly rental shall not be increased during the lifetime of this Contract.
5. **TAXES:** The Lessor shall pay all kinds and forms of taxes arising from this Contract, but not those arising from the activities and operations of the Lessee.
6. **EXPENSES FOR THE ACCOUNT OF THE LESSEE:** The charges for water, electricity, telephone and other utilities at the Leased Premises shall be for the account of the Lessee. If the Lessee fails to comply with the conditions contained herein and the Lessor shall be compelled to do or at his option shall do any act which requires payment of money, then the sums paid or required to be paid, with all expenses, interest, and penalties shall be refunded by the Lessee to the Lessor on demand.

¹OCA-RCOCC coordinates with the BAC Secretariat for compliance with applicable requirements under RA 9184 and GPPB rules and regulations.

Arsenia Emlano

Cherry Geriente Narvaez

Cherryway Fenlons

7. **REPAIRS:** The Lessee shall maintain, during the lifetime of this Contract, and shall return the Leased Premises at the end of this Contract, in the same condition as these were at the start of the Lease Period, except those damaged by reasonable use and wear and tear fortuitous event or other cause beyond the control of the Lessee. The Lessor shall make prior arrangements with the Lessee should the former decide to have repair work done at the Leased Premises. In case part of the Leased Premises is damaged due to a fortuitous event or a cause beyond the control of the Lessee, the latter may choose to exercise his right to pre-terminate this Contract by Paragraph 3, or request a proportional reduction in the rental, or suspend the lease and withhold payment of the rental pending completion of the repair of the damage at the expense of the Lessor. In case the Leased Premises are destroyed or become uninhabitable due to a fortuitous event, this Contract shall be considered terminated and the Lessor shall return the unused portion of the advance rental and the security deposit as provided in Paragraph 5 hereof.
 8. **IMPROVEMENTS, ADDITIONS, AND ALTERATIONS:** The Lessee shall not make or allow any permanent improvements, additions, or alterations to be made in or to the Leased Premises without the written consent of the Lessor. All alterations, additions, or improvements, except movable furniture put in at the expense of the Lessee, shall be the property of the Lessor without any obligation on its part to indemnify the Lessee for the cost and value of the same and shall remain in and be surrendered with the Leased Premises upon the expiration of the Contract without hindrance, molestation, or injury.
 9. **CARE OF PREMISES:** The Lessee shall abide by the terms and conditions of this Contract and shall comply with all national law, municipal ordinances, and other regulations regarding the care and maintenance of the Leased Premises, such as sanitation, water supply, gas, electrical installation, fire prevention, and similar matters, and not to store materials which are a fire hazard, such as gasoline, kerosene, camphene, burning fluids, or other explosive or combustible materials, and not to create nor tolerate nor permit any nuisance on the premises, which may annoy the neighbors. Any damage to the Leased Premises beyond normal wear and tear, or due to the negligence of the Lessee shall be for the account of the Lessee.
 10. **LEGITIMATE USE OF PREMISES:** The Lessee binds itself to use the Leased Premises only and exclusively for residential purposes. The Lessee shall not tolerate nor permit any person to use the Leased Premises for any purpose calculated to injure the reputation thereof or that of the neighboring property, nor for any purpose in violation of Philippine law or ordinance of City Government of San Pablo, nor any immoral or unlawful purpose, nor for any trade, business, or occupation that will in any way be disreputable, offensive, or immoral.
 11. **RIGHT OF ENTRY FOR INSPECTION:** The Lessee agrees that the Lessor or his agents with written authorization may be allowed, during reasonable hours, entry into the Leased Premises to inspect the condition of the same or to verify the compliance by the Lessee with the terms and conditions of this Contract.
 12. **CONTINUED ENFORCEMENT:** The terms and conditions contained in this Contract shall not be considered as changed, altered, modified, or in any way amended by acts or tolerance on the part of the Lessor, unless such changes, alterations, modifications, or amendments agreed upon by the Parties in a supplemental contract.
 13. **ASSIGNS AND SUCCESSORS:** This Contract shall be binding upon and inure to the benefit of the Parties hereto and their assigns and successors-in-interest.
 14. **ARBITRATION CLAUSE:** In case of dispute or disagreement arising out of or because of or in connection with any term or condition of this Contract, the same shall be submitted to mediation or conciliation proceedings under Republic Act 9285.
 15. **SEPARABILITY CLAUSE:** If any term or condition of this Contract is declared contrary to law, the other provisions not covered by such declaration shall remain valid and in force.
- The parties hereby agree to amend or modify any term or condition, which has been declared as contrary to law to comply with the relevant laws.
16. **AMENDMENT:** The terms and conditions of this **Contract** may not be changed or modified in any way, except by a written instrument signed by the **Parties** or their authorized representatives.

² The following alternate provision may be used in case the utility charges are payable by the actual occupant of the leased premises:

The Charges for water; electricity; telephone and other utilities at the Leased Premises shall be for the personal account of the Lessee's representative who is the actual occupant of said premises as provided in his/her undertaking attached to this Contract.

17. **KEYS:** Upon termination of this **Contract**, the **Lessee** shall immediately turn over to the **Lessor** all keys and duplicates of the **Leased Premises**.


IN WITNESS WHEREOF, the Parties hereto have signed this instrument on 31 December 2021 in San Pablo City, Laguna

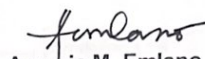
LESSEE:

LESSOR:

DEPARTMENT OF FOREIGN AFFAIRS
CONSULAR OFFICE

Maria Paz Royale Garden Resort
Represented by:


By: **Cherry G. Narvaez**
Head of Consular Office
DFA- CO San Pablo City


Arsenia M. Emlano
Owner

SIGNED IN THE PRESENCE OF

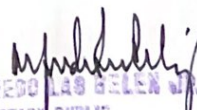
ACKNOWLEDGMENT

Republic of the Philippines)
SAN PABLO CITY) s.s.

BEFORE ME, a NOTARY PUBLIC for and SAN PABLO CITY, Philippines, on this JUN 15 2022 day, personally appeared CHERRY G. NARVAEZ and ARSENIA M. EMLANO known to me to be the same persons who executed the foregoing Contract, consisting of three (3) pages including the Annexes attached thereto and the page on which this Acknowledgment is written, all pages of which have been signed by the Parties and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed.

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
CHERRY G. NARVAEZ	ID # BCN098	DFA Main Office	
ARSENIA M. EMLANO			

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the day, year, and place above written.


ALFREDO LAS BELEN JR. CPA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2022
PTR NO. R18995
ISSUED ON JAN. 11, 2022 AT SAN PABLO CITY
ROLL NO. 6129
LRP LIFETIME 012088
TIN: 258-053-567-000
REG. NO. VI-000508

NOTARY PUBLIC

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