

CONTRACT OF LEASE
(For property in the Philippines)

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF LEASE (hereinafter the "**Contract**") made and entered into on 16th of November 2021 in Tagum City, Philippines by and between

EKOYOMI'S BOARDING HOUSE represented by **HOMER A. ROTULO**, (hereinafter, the **Lessor**) of legal age, Filipino citizen, and with office address at Blk. 10 Lot 5 Villa Verde San Miguel, Tagum City, Davao Del Norte, Philippines.

AND

The **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter, the **Lessee**) with principal office located at 4F Gaisano Mall Of Tagum, Magugpo East, Briz District, Tagum City, Davao Del Norte, herein represented by **JOANY G. MARGALLO-LUCAS**, Officer-in-Charge of the Department of Foreign Affairs-Consular Office (CO) in Tagum City, pursuant to the authorization Issued by the DFA.

WITNESSETH:

WHEREAS, the above named **Lessor** is the absolute owner of the apartment for lease located at Doctolero Avenue, Tagum City, under TCT No. T-221716 registered in the name of Homer A. Rotulo;

WHEREAS, the **Lessee** intends to lease the said property for its use as staff house of the CO Tagum City in accordance with Bids and Awards Committee (BAC) Resolution No. 192-21 adopted on DEC. 31 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 condition:

1. **LEASED PREMISES:** The Lessor, by virtue of this Contract shall transfer in favor of the Lessee, possession of the property located at Doctolero Avenue, Tagum City, and more particularly described as Room K, semi furnished apartment, with a floor area of 25sqm. more or less (hereinafter referred to as the Leased Premises).
2. **LEASE PERIOD:** The period of this Contract shall be 12 months beginning on 01 January 2022 and ending on 31 December 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 twenty (20) days prior to the intended date of termination without need of 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. The Lessor shall return to the Lessee the unused portion of the advance rental and the security deposit. Less the outstanding expenses and charges for the account of the Lessee.
4. **RENTAL:** The monthly rental of the Leased Premises shall be Ten Thousand Pesos Only (Php 10,000.00) 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. **ADVANCE RENTAL AND SECURITY DEPOSIT:** Upon execution of this Contract, the Lessee shall pay the Lessor the amount of PhP 10,000.00 as advance one (1) month rental.

Upon expiration of this Contract, the Lessee shall turn-over the Leased Premises by the Lessee to the Lessor.

6. **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.
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 fortuitous event or a cause beyond the control of the Lessee, the latter may choose to exercise his right to pre-terminate this Contract in accordance with 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 totally destroyed or become uninhabitable due to a fortuitous event, this Contract shall be considered as 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 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 Tagum City, nor for 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 for the purpose of inspecting 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 by reason of or in connection with any term or condition of this Contract, the same shall be submitted to mediation or conciliation proceedings pursuant to 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.

Handwritten signature

Handwritten signature

The parties hereby agree to amend or modify any term or condition, which has been declared as contrary to law in order 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.

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

² The following alternate provision may be used in case the damage to the Lease Premises are payable by the actual occupant of the lease premise:

The payment for damages to the Leased Premises caused by the negligence of the Lessee's representative, who is the actual occupant of the premises, shall be for the latter's personal account as provided in his/her undertaking attached in this Contract.

IN WITNESS WHEREOF, the Parties hereto have signed this instrument on

DEC 31 2021 in TAGUM CITY

LESSEE:

DEPARTMENT OF FOREIGN AFFAIRS
CONSULAR OFFICE

By: JOANY G. MARGALLO-LUCAS
Head of Consular Office
DFA-CO Tagum

LESSOR:

EKOYOMI'S BOARDING HOUSE

Represented by:
HOMER A. ROTULO
Owner

SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

Republic of the Philippines)
TAGUM CITY, DAVAO DEL NORTE) s.s.

BEFORE ME, a NOTARY PUBLIC for and in TAGUM CITY, DAVAO DEL NORTE, Philippines, on this MAY 18, 2022 day of _____ personally appeared _____ and _____ known to me to be the same persons who executed the foregoing Contract, consisting of four (4) 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

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

Doc. No. 286 ;
Page No. 56 ;
Book No. 14 ;
Series of 2022 .

NOTARY PUBLIC
JUDY MARIE E. NAFISTA-TAN
Notary Public
NC No. 859 / until December 31, 2023
St. Thomas More St., Sudybagaio District, Magugpo North,
Tagum City, Davao del Norte
ROLL No. 56184/ April 29, 2009
PTR No. 3059729/01-03-2022; Tagum City
IBP No. 171692 (for CY 2022); Tagum City
TIN: 936-172-358-000