

CONTRACT LEASE NO. 2022-03-13

PROCUREMENT FOR THE LEASE OF PRIVATELY-OWNED REAL PROPERTY
(OFFICE RENTAL) INTENDED FOR DPEO BULACAN

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF LEASE is made and executed at _____,
this _____ day of _____, 2022, by and between:

DIOSDADO C. MANAYSAY, JR., of legal age, Filipino, married to **LULETTE S. MANAYSAY** and resident of Brgy. Lugam, City of Malolos, Bulacan (hereinafter referred to as the "**LESSOR**");

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT – REGIONAL OFFICE III, a national government agency operating under the laws of the Republic of the Philippines, with office address at Diosdado Macapagal Regional Government Center, Barangay Maimpis, City of San Fernando, Pampanga represented by **MARITES M. MARISTELA**, in her capacity as the REGIONAL DIRECTOR, hereinafter referred to as the "**LESSEE**",

WITNESSETH;

WHEREAS, the "**LESSOR**" is the absolute and registered owner of **MARK III BUILDING**, a three (3)-story building located at Mabini St., Mojon, City of Malolos, Bulacan;

WHEREAS, the "**LESSOR**" has offered to lease out UNITS 2, 3, and 4 SECOND FLOOR, MARK III BUILDING (hereinafter referred to as the "LEASED PROPERTY") and the "**LESSEE**", has accepted the offer to lease the same from the "**LESSOR**".

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the "**LESSOR**" hereby transfers and conveys by way of lease to the "**LESSEE**", the LEASED PROPERTY, subject to the following terms and conditions:

I. RENTAL

The rental on the LEASED PROPERTY shall be in Philippine Currency of **FORTY-FOUR THOUSAND SIX HUNDRED FORTY-NINE PESOS AND THIRTY-FOUR**



41

CENTAVOS (P44,649.34), inclusive of withholding tax per month, which shall be paid within 15 days upon receipt of the billing statement each month.

"LESSEE", may withhold 5% of the rental rate but shall furnish **"LESSOR"** with a bank machine-validated copy of the BIR Creditable Withholding Tax Return reflecting proof of payment of said 5% withholding tax, not later than three (3) days after due date of remittance/payment of said tax to the BIR.

All rents shall be subject to an annual increase of ten percent (10%) of the previous year's rental.

II. LEASE PERIOD AND RENEWAL

The lease shall be for a period of NINE MONTHS (9) month(s) from 01 April 2022 to 31 December 2022, renewable upon mutual agreement of the parties under such terms and conditions that may be agreed upon by the parties at least sixty (60) days prior to the expiration of this lease. If no written agreement is reached prior to the expiration of the sixty (60) days negotiation period, this lease shall automatically expire.

III. USE OF THE LEASED PROPERTY

The LEASED PROPERTY shall be used **exclusively** as a government office.

IV. UTILITIES & ASSOCIATION DUES

Any and all costs for water, electricity, telephone and other utilities in the LEASED PROPERTY shall be for the sole account of the **"LESSEE"**.

V. REAL PROPERTY TAX AND INSURANCE

The **"LESSOR"** shall be responsible for all real property taxes due on the LEASED PROPERTY during the term of this lease or any renewal thereof.

Fire insurance on the LEASED PROPERTY and insurance on the properties belonging to the **"LESSEE"**, shall be for the sole and exclusive account of the **"LESSEE"**.

VI. MAINTENANCE AND REPAIRS OF THE LEASED PROPERTY

- a. The **"LESSEE"**, shall, at his expense, maintain the LEASED PROPERTY in clean and sanitary condition, free from obnoxious odors, disturbing noises, nuisance or any disturbance, which shall adversely affect the peace and comfort of the neighborhood.
- b. The **"LESSEE"**, shall not do or permit to be done anything whereby any obstruction, restriction or hindrances may be caused to the entrances, exits, halls, passages, stairways, fire exits and fire escapes, lobbies,



elevators, sidewalks, driveways, parking spaces or any part or area of common use.

- c. The "**LESSEE**", shall not bring in or store in the LEASED PROPERTY anything of a highly inflammable or explosive nature, nor install therein any apparatus, machinery or equipment which may cause obnoxious odors, tremors or noises, or which may expose the LEASED PROPERTY to fire, or increase the fire hazard of the building or change the insurance of the building, or any other articles which the "**LESSOR**" may reasonably prohibit, it being understood that should the "**LESSEE**", do so, not only shall the latter be responsible for all damages which such violation may cause the "**LESSOR**" and/or the nearby residents and establishments but the "**LESSOR**" shall, in addition thereto, have the right to cancel this Contract. If the "**LESSEE**", shall so use the LEASED PROPERTY or deposit therein such matter as will result in any increase in the rate of the insurance payable by the "**LESSOR**", the increase shall be for the account of the "**LESSEE**".
- d. The "**LESSEE**", shall not do or place anything in the LEASED PROPERTY, which will impair the structural strength of the building.
- e. The "**LESSEE**", shall undertake and bear the cost of the necessary repairs needed in order to keep the LEASED PROPERTY suitable for commercial use during the duration of the lease. The "**LESSEE**", shall, at his own cost and expense, well and sufficiently preserve, keep, and maintain in good and clean condition the LEASED PROPERTY, including furniture, flooring, interior or other finishes, doors, windows, cables, conduits, wirings, sockets, electrical installations, plumbing fixtures and all other additions and installations found in or about the LEASED PROPERTY, whether supplied by the "**LESSOR**" or the "**LESSEE**".
- f. Any violation of the conditions stipulated above shall give rise to the cancellation of this Contract.

VII. IMPROVEMENTS AND ALTERATIONS

The "**LESSEE**", shall not make any permanent or major alterations in, additions to, or improvements upon, the LEASED PROPERTY, including the electrical, plumbing and sanitary installations therein, without the prior written consent of the "**LESSOR**".

In the event of any such unauthorized alterations, additions or improvements, the "**LESSOR**" shall have the right to repair, summarily remove and/or restore the LEASED PROPERTY to its original condition at the expense and for the account of the "**LESSEE**". Permanent alterations, additions or improvements made by the "**LESSEE**", with the consent of the "**LESSOR**" shall, upon termination of this Contract, automatically inure to the benefit of the LEASED PROPERTY and become



the property of the "**LESSOR**" without obligation to refund the cost thereof to the "**LESSEE**".

VIII. OTHER RESPONSIBILITIES OF THE "LESSEE",

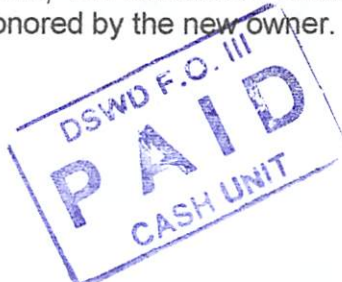
- a. The "**LESSEE**", shall assume full responsibility for any damage or injury caused the LEASED PROPERTY by himself or any of the occupants therein, his employees, representatives or guests.
- b. The "**LESSEE**", shall likewise be responsible for any injury or damage that shall be caused by any falling object/s coming from the LEASED PROPERTY.
- c. The "**LESSEE**", shall be bound by such rules and regulations as may be promulgated by the authorities and the "**LESSOR**" which are related to the use and occupancy of the LEASED PROPERTY.
- d. The "**LESSEE**", shall indemnify and hold harmless the "**LESSOR**" against all actions, suits, damages and claims arising out of the non-observance of the said rules, regulations, ordinances or laws without prejudice to the right of the "**LESSOR**" to cancel this Contract.
- e. The "**LESSEE**", shall be responsible for any injury or damages as shall befall any person or of their effects within the LEASED PROPERTY.

IX. ASSIGNMENT/SUBLEASE

The "**LESSEE**", shall not, directly or indirectly, sublease, assign, transfer, convey, mortgage or in any manner dispose of or encumber his rights under this Contractor the LEASED PROPERTY, in whole or in part, and no right or interest thereto shall be conferred or vested in anyone other than the "**LESSEE**". The "**LESSEE**", shall not enter, directly or indirectly, into any contract or agreement with any other person whereby said person will be allowed to occupy the LEASED PROPERTY. Any such contract or agreement made in violation of this provision shall be null and void.

X. SALE, TRANSFER AND MORTGAGE

The "**LESSOR**" reserves the right to mortgage, sell or otherwise dispose of the LEASED PROPERTY, provided the "**LESSEE**",s rights under this Contract are respected. The "**LESSEE**", agrees to allow the "**LESSOR**" or his authorized representative, to enter the LEASED PROPERTY together with prospective buyers, upon prior notice and arrangement made by the "**LESSOR**" with the "**LESSEE**", and at reasonable hours. The "**LESSOR**" agrees that in the event a sale of the LEASED PROPERTY occurs, the conditions embodied in this Contract of Lease shall be respected and honored by the new owner.



44

XI. LIEN

The "**LESSEE**", shall not allow any lien to attach to the LEASED PROPERTY, whether for taxes or otherwise, nor suffer any execution, distraint or other legal process to be levied on the same.

XII. TERMINATION

Upon the expiration of the term of the lease and no renewal is made, or upon cancellation or termination of this lease, the "**LESSEE**", shall surrender the LEASED PROPERTY to the "**LESSOR**" peaceably together with the keys appertaining thereto, devoid of all furniture, articles and effects which are not subject to lien, in clean and in good condition as it was when first entered into by the "**LESSEE**", other than those occasioned by normal use and ordinary wear and tear.

Any damage to the LEASED PROPERTY shall be restored, repaired and mended by the "**LESSEE**", and at his expense before the turnover of the LEASED PROPERTY to the "**LESSOR**". It is also understood that all bills to be paid by the "**LESSEE**", shall have been paid and settled at the cut-off period.

XIII. FAILURE TO SURRENDER LEASED PROPERTY

If the LEASED PROPERTY is not surrendered to the "**LESSOR**" in the manner provided for upon the termination or cancellation of this Contract, the "**LESSEE**", shall be responsible to the "**LESSOR**" for all damages which the "**LESSOR**" may suffer by reason thereof and will indemnify the "**LESSOR**" against any and all claims made by any person against the "**LESSOR**", resulting from delay by the "**LESSOR**" in delivering possession of the LEASED PROPERTY to the "**LESSOR**".

XIV. BREACH OR DEFAULT

14.1 The "**LESSEE**", shall be deemed to be in default within the meaning of this contract in any of the following instances:

(i) The "**LESSEE**", fails to fully pay on time any rental, utility and service charge or other financial obligation of the "**LESSEE**", under this Contract;

(ii) The "**LESSEE**", violates any of the other terms and conditions of this Contract, including the provision on period, and such violation is not cured or remedied by the "**LESSEE**", within fifteen (15) days from the date of occurrence of such violation;

(iii) The "**LESSEE**", abandons the LEASED PROPERTY, or leaves the LEASED PROPERTY vacant for thirty (30) days without any prior notice to the "**LESSOR**";

(iv) The "**LESSEE**", becomes insolvent or be unable to pay his debts when due or shall commit or permit any act of bankruptcy under applicable law.



45

(v) The "**LESSEE**", or any of its employees or representatives commit any offense or crime, such as, but not limited to, acts of disrespect, against the "**LESSOR**", his heirs, assigns, employees or representatives.

14.2 In case of default of the "**LESSEE**", the "**LESSOR**" shall be entitled to exercise any of the following rights or remedies, alternatively or cumulatively, at its discretion (without incurring any liability as a consequence of the exercise of such rights or remedies), without need of any prior notice, demand or judicial action or declaration, and in addition to, in conjunction with, or separately from, any other right or remedy granted to the "**LESSOR**" under this Contract or under the law or in equity

(i) To cancel or terminate this Contract;

(ii) To immediately repossess the LEASED PROPERTY and to re-let said LEASED PROPERTY or any part thereof under such terms and conditions as the "**LESSOR**" may deem proper and convenient. In this connection, the "**LESSEE**", hereby grants unto the "**LESSOR**" the full power and authority to take possession of the LEASED PROPERTY and to do and perform such acts as may be necessary to take possession thereof (including but not limited to entering the LEASED PROPERTY in any feasible and convenient manner, forcible entry, barring the "**LESSEE**", and his designated occupant from entering the LEASED PROPERTY, padlocking the LEASED PROPERTY, and such other steps designated to enable the "**LESSOR**" to effectively repossess the LEASED PROPERTY);

(iii) To demand and receive from the "**LESSEE**", payment for any and all unpaid rentals, utility and service charges or other financial obligations under this Contract, and charge interest thereon at the rate of three percent (3%) per month or a fraction of a month to be computed from the due date for payment up to the date of receipt by the "**LESSOR**" of actual payment;

(iv) To take possession of the properties of the "**LESSEE**", used or situated in the LEASED PROPERTY. In this connection, the "**LESSEE**", hereby authorizes the "**LESSOR**" to offset the prevailing value thereof as appraised by the "**LESSOR**" against any unpaid rentals, charges and/or damages, including interest thereon. If the "**LESSOR**" does not want to use said properties, it may instead sell the same to third parties and apply the proceeds thereof against any unpaid rentals, charges and/or damages, including interest thereon; and

14.3 Notwithstanding the termination of this lease, the "**LESSEE**", shall remain liable to pay rental, utility and other financial obligations accruing on the LEASED PROPERTY, including interest thereon, until such time that the LEASED PROPERTY is actually vacated by the "**LESSEE**". In addition, the "**LESSEE**", shall pay all expenses that may be incurred by the "**LESSOR**" to cause the eviction of the "**LESSEE**", from the LEASED PROPERTY including attorney's fees.

XV. FORTUITOUS EVENT

In the event the LEASED PROPERTY is destroyed or rendered untenable by a fortuitous event such as fire, war, civil disturbance, earthquake, floods, typhoons,



or any other calamity, or by criminal vandalism, the **"LESSEE"**, shall not be responsible for the restoration of the LEASED PROPERTY. In case the LEASED PROPERTY has become totally destroyed or untenable by reason of any of the causes above mentioned, this lease shall be extinguished.

In the event, however, that the LEASED PROPERTY is only partially destroyed or rendered untenable by a fortuitous event, the **"LESSEE"**, may elect to either terminate this lease after ten (10) days prior written notice to the **"LESSOR"** with the same consequences as those in case of total destruction, or to remain in the LEASED PROPERTY and pay a proportionately reduced rent.

Any damage due to a fortuitous event shall be reported in writing to the **"LESSOR"** within five (5) days from the time the incident occurred.

XVI. DISPUTES AND LITIGATION

Any action in law, suit in equity or other judicial proceedings arising from or for the enforcement or interpretation of this Contract, including the validity, construction, performance and effect hereof shall be instituted only in the appropriate courts of the City of Malolos, to the exclusion of any other courts.

XVII. INSPECTION OF/ENTRY TO THE LEASED PROPERTY

17.1 The **"LESSOR"** or its duly authorized representative shall be allowed entry to the LEASED PROPERTY at reasonable hours of the day for the purpose of assessing repair, alterations, maintenance or the general upkeep thereof. The **"LESSEE"**, shall allow the **"LESSOR"**'S authorized handymen or repairmen to enter the LEASED PROPERTY and if repair or maintenance work necessitates immediate completion, the **"LESSEE"**, shall allow the work to be done even if it is annoying or deprives him the use of the LEASED PROPERTY.

17.2 The **"LESSOR"** or its authorized representative may enter the LEASED PROPERTY during emergency of any kind which would necessitate or require entry or for the purpose of averting any commission of crime or offense without prior notice made.

17.3 The **"LESSOR"** or its duly authorized representative shall be allowed by the **"LESSEE"**, to exhibit the LEASED PROPERTY to prospective **"LESSEE"**, during the last sixty (60) days of the term of this Contract.

XVIII. NOTICES

Any notice or communication required or permitted to be given under this Contract shall be in writing and shall be personally delivered or sent by courier service or registered mail, postage prepaid, to the receiving party.

XIX. SEVERABILITY



In the event any one or more of the provisions of this Contract shall for any reason is held to be invalid, illegal or unenforceable, the remaining provisions hereof shall be unimpaired in such a manner that the original intent of the parties as set out in this Contract is preserved to the greatest extent possible.

XX. ENTIRE AGREEMENT

This Contract represents the entire agreement between the parties and it supersedes all prior negotiations, writings and agreements with respect thereto. Any modifications of this Contract must be in writing and signed by both parties.

XXI. NO IMPLIED WAIVER

No waiver of any rights under this Contract shall be valid unless in writing and signed by both parties, and no waiver of any term or condition, or of any breach of this Contract or of any part hereof, will be deemed a waiver of any other term or condition thereof or of any later breach of this Contract or of any part hereof.

XXII. APPLICABLE LAW

This Contract will be construed and interpreted according to the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the parties have hereunto signed this Contract on the date and in the place first above written.

For:

Department of Social Welfare and
Development


MARITES M. MARISTELA, CESO III
Regional Director

For:

MARK III BUILDING


DIOSDADO C. MANAYSAY, JR.
"LESSOR"


LULETTE S. MANAYSAY
"LESSOR"

Certified as to Availability of Funds


ANGELICA T. LAFUENTE
Regional Accountant

Signed in the Presence of:


CYNTHIA G. ALFONSO
PTL, Bulacan



48

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MALOLOS, BULACAN) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____ day
of _____ 2022, personally appeared the following:

APR 01 2022

Name	Government Issued ID No.	Place/Date Issued
MARITES M. MARISTELA, CESO III		
DIOSDADO C. MANAYSAY, JR.		
LULETTE S. MANAYSAY		

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as that of the corporation herein represented.

This instrument which refers to a Contract of Lease consists of SIX (6) pages including this page wherein the acknowledgment is written and has been signed on each and every page hereof by all the parties and their instrumental witnesses.

WITNESS MY HAND AND SEAL on the date and in the place above written.

Doc. No. 661;
Page No. 81;
Book No. 2011;
Series of 2022.

NAMIELLE SIBERIO R. CORPUZ
Commission No. 0459-10
Notary Public
Until Dec. 31, 2022
Roll No. 62547
MCLE No. 10012225 (3-29-18)
PTR No. 323160 - 1-4-22-Patrol
ID # 099856, 12/26/2019-I

