

## CONTRACT OF LEASE

**KNOW ALL MEN BY THESE PRESENTS:**

**JAN 10 2025**

This **CONTRACT OF LEASE**, made and entered into this \_\_\_\_\_ by and between:

**EDWINA GOLOCINO DRAMAYO**, Filipino, of legal age, with residence at Burgos, Surigao del Norte, hereinafter referred to as the "**LESSOR**";

-and-

**NEMSON DALUGDUGAN BINONGO**, Filipino, of legal, with residence at Brgy. Malinao, General Luna, Surigao del Norte, hereinafter collectively referred to as "**LESSEE**";

**WITNESSETH: That;**

### **OBJECT OF CONTRACT**

1. **WHEREAS**, the **LESSOR** is the true and actual owner of a parcel of land denominated as Lot No. 2411 with an area of SIXTEEN THOUSAND SIX HUNDRED TWENTY ONE (16,621) square meters, registered under Katibayan ng Orihinal na Titulo Blg. No. 17627 in the name of Abraham Golocino located at Brgy. Malinao, General Luna, Surigao del Norte;
2. **WHEREAS**, the **LESSOR** desires to lease-out a TWO HUNDRED (200) square meter portion of Lot No. 2411 to **LESSEE** and the latter desires to lease the same (hereinafter referred to as the "Leased Premises");
3. **NOW THEREFORE**, for and in consideration of the terms and conditions mutually agreed upon by the parties, the **LESSOR** hereby leases unto the **LESSEE**, the Leased Premises subject to the following terms and conditions:

### **TERM**

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4. The term of the lease shall be for ONE YEAR (1) year beginning January 10, 2025 to end on January 10, 2026, and is renewable upon terms and conditions mutual agreed upon by the parties;
  5. In the event that the **LESSEE** shall intend to renew this Contract, it shall notify the **LESSOR** of its intention at least thirty (30) days prior to the end of the terms of this lease. The failure of the **LESSEE** to notify the **LESSOR** of its intention to renew this Contract of lease as prescribed herein shall be deemed that the **LESSEE** is no longer interested to renew the same, and in such case, the **LESSOR** may exercise its right to offer the leased premises to third persons who may be interested to lease the same; and the **LESSEE** shall peacefully vacate the leased premises and at the same time turn-over the same to the **LESSOR** upon the expiration of this lease;

### **DELIVERY**

6. The **LESSOR** hereby undertakes to deliver the leased premises to the **LESSEE** in good, clean, and tenantable condition suitable for the purpose herein provided;
7. The **LESSOR** represents and warrants that the **LESSOR** has good and sufficient title and interest in the leased premises and full authority to enter into and execute this Contract. The **LESSOR** further covenants that there are no liens, encumbrances or other impediments of title covering the leased premises that would impede or prevent the **LESSEE** from enjoying its rights under this Contract. The **LESSOR** shall indemnify and hold the **LESSEE** free and harmless from any and all loss, damage, or liability suffered by the **LESSEE** in the event that this Contract cannot be enforced due to a defect in the **LESSOR**'s title or adverse claims or restrictions thereon;

### **AMOUNT OF RENT**

8. The rental shall be TWO THOUSAND FIVE HUNDRED PESOS (PHP2,500.00), Philippine Currency which shall be paid by the **LESSEE** on or before the Thirtieth day (30<sup>th</sup>) of the month to which the said monthly rental corresponds without a need of any demand from the **LESSOR**;

9. The LESSEE shall be liable to pay a penalty in the amount of THIRTY THOUSAND PESOS (PHP30,000.00), Philippine Currency for every day of delay in the payment of rent until fully paid;
10. It is also hereby agreed by the parties that the LESSOR has the right to eject the LESSEE, even without resorting to judicial proceedings, in the event that the LESSEE failed to pay any three-month accumulated rentals or in case the LESSEE failed to pay any rent which remain outstanding for a period of three (3) months from the time it falls due, and, in such case, the LESSEE binds itself to voluntarily vacate the leased premises; provided, that should the LESSOR choose to eject the LESSEE from the premises and to exclude the LESSEE therefrom, the LESSOR still has the right to collect such unpaid rentals from the LESSEE notwithstanding that the leased premises remained vacant or that the new tenant has already occupied the leased premises;

#### **USE OF THE LEASED PREMISES**

11. The LESSEE hereby expressly agrees and warrants that the leased premises shall be used exclusively for the business purposes only. The LESSEE shall not use said premises for any other purposes without the prior written consent of the LESSOR. In case the LESSEE violates this stipulation upon the determination of the LESSOR, the LESSOR may proceed for the rescission of this Contract and eject the LESSEE from the premises by mere notarial act or without need of court order;
12. The LESSEE may make any repairs, alterations, installations, additions, renovations, or improvements on the subject property. All necessary permits, clearances, and licenses required for by law or needed to be secured from any governmental agency prior to the implementation and/or construction of such repairs, alterations, installations, additions, renovations, or improvements shall be the responsibility of the LESSEE including the costs thereof;
13. Cost of utilities like water, telephone, cable TV, electricity, WI-FI services, internet, computers, and the like, and the installation of the same in the subject property, shall be shouldered by the LESSEE;

#### **GARBAGE COLLECTION AND WASTE DISPOSAL**

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14. The LESSEE shall, at its own expense, provide for itself receptacles to hold and contain waste matter, garbage, and refuse, duly segregated, and shall deposit them at such places as may be designated by the LESSOR. The LESSEE shall maintain the leased premises and its immediate vicinity in a clean and sanitary condition, free from any obnoxious odors, disturbing noises, and other nuisances. The LESSEE shall also comply with all laws, ordinances, rules and regulations relating to the disposal and/or management of all waste materials and the care of the environment. For this purpose, the LESSEE shall devise and implement a procedure for the proper disposal of solid as well as other waste products and any by-products thereof;

#### **PROHIBITION**

15. The LESSEE, its relatives or representatives shall not bring into or store in the leased premises firearms or anything of a highly flammable or explosive nature, nor install therein any apparatus, machinery or equipment which may cause obnoxious odors, tremors, or noises, which may expose the leased premises to fire or increase the fire hazard of the building or change the insurance rate of the building or any other article which the LESSOR may reasonably prohibit; it being understood that should the LESSEE do so in the course or as may be necessary in the conduct of its business it shall be allowed but the LESSEE shall be solely responsible to the LESSOR or third persons as the case may be for any and/or all damages arising therefrom. The LESSOR shall have the right to cancel this Contract should the LESSEE violate the Prohibitions herein provided;

#### **SAFETY PROVISIONS**

16. For the safety of the leased premises and all concerned, the LESSEE shall install at its own expense for ready use at all times the necessary number and quality of fire extinguishers as may be determined by the concerned Building Official, pursuant to the provisions of the National Building Code and shall likewise comply with all the requirements on safety as required or stated in the said Code;

## **NOTARIAL AND REGISTRATION FEES AND DOCUMENTARY STAMP TAX**

17. Both parties agree that the cost of the notarial fees and registration fees and documentary stamp tax due on this Contract upon its execution shall be for the sole and exclusive account of the LESSEE;

## **REAL PROPERTY TAX AND INSURANCE**

18. Real property taxes, government assessments and insurance charges shall be for the sole account of the LESSOR. The LESSEE shall be responsible for obtaining, at its own expense, the appropriate insurance coverage on the LESSEE's properties found or located within the leased premises;

## **COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

19. The LESSEE shall observe and comply with all laws, ordinances, rules and regulations of the National and Local Government Authorities governing the use, occupancy, operation and sanitation of the leased premises and hereby likewise undertakes to indemnify the LESSOR on any claims, liability, and/or responsibility for any violation of such rules, regulations, laws, and ordinances, by the LESSEE;

## **SUBLEASE, TRANSFER OF RIGHTS**

20. The LESSEE shall not assign, transfer, or encumber its rights under this Contract, nor sublease or sublet all or any part of the leased premises, without the prior written consent of the LESSOR, and no right, title, or interest of the LESSEE under this Contract shall be conferred to or vested in any one other the LESSEE;

## **TERMINATION OF LEASE**

21. Upon expiration on of the term of this lease, or upon the cancellation of this lease, the LESSEE agrees to promptly and peacefully return and surrender the leased premises, without any delay whatsoever, devoid of any occupant and free from any furniture, articles, or effects of any kind, in good condition as it was at the time it was first used by the LESSEE except those of reasonable wear and tear. All improvements and fixtures, introduced or built by the LESSEE in the leased premises, which by their intention is permanently placed to form part of the building or if the same cannot be removed without causing damage to the building or the leased premises may be appropriated by the LESSOR without any right of reimbursement for costs by the LESSEE;

22. Upon termination of this lease Contract, for causes other than the expiration of the term, *i.e.* rescission, breach of Contract, or default, the LESSEE hereby expressly authorizes the LESSOR to enter the leased premises to hold or retain all equipment, furniture and fixtures, articles and effects of any kind belonging to the LESSEE found in the leased premises until the LESSOR's claim for unpaid rentals, bills and other fees shall have been fully satisfied;

## **NON-WAIVER**

23. The failure of the LESSOR to insist upon a strict performance of any of the terms, conditions, and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that said LESSOR may have, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions, and covenants hereof, which terms, conditions and covenants shall continue to be in full force and effect. No waiver by the LESSOR of any of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by its duly authorized officer or employee;

## **BREACH OR DEFAULT**

24. The LESSEE agrees that all the conditions and agreements herein are essential and integral part of the consideration hereof, and if default or breach thereof be made, the LESSOR shall have the option to suspend or terminate this Contract, whether judicially or extrajudicially, upon thirty (30) days' notice delivered to the LESSEE via registered mail or electronic means. The LESSEE shall, in any event, be liable for any and all damages, actual or consequential, resulting from default and termination. This is without prejudice to the right of the LESSOR to unilaterally cancel or rescind this Contract as specifically provided elsewhere herein;



25. Should the LESSEE desert or vacate the leased premises without valid reason before the explanation of the lease, this Contract shall be considered automatically rescinded and/or terminated and the LESSOR shall have the right to break-open or re-enter the same, either by force or otherwise and thereafter, LESSOR may clear the premises of any property or belongings of the LESSEE to enable it to re-let the same to any third person. The properties or belongings of the LESSEE may in the meanwhile be stored by the LESSOR as its lien for any unpaid rents or other obligations due from the LESSEE under this Contract. The leased premises is considered abandoned if the LESSEE has deserted it or have it unoccupied for a continuous period of more than fifteen (15) days, except if it with prior notice to the LESSOR or for any justifiable reason or causes arising from calamities or *force majeure*;

#### **JUDICIAL RELIEF AND PENALTY**

26. Should the LESSOR be compelled to seek judicial relief against the LESSEE, the latter shall in addition to any other damages that may be awarded to the LESSOR, pay an equivalent of twenty percent (20%) of the total amount being claimed plus attorney's fees, costs of litigation, and other expenses which the law may allow the LESSOR to recover from the LESSEE;

#### **AMENDMENT**

27. The parties shall meet at the request of either one of them whenever it becomes necessary to amend this Contract or to remedy any inconsistency that may arise during the effectivity of this Contract except as otherwise provided for herein;

#### **VENUE OF ACTION**

28. It is understood that all actions that may be brought upon or by virtue of this Contract shall be instituted only in the proper courts *Siargao Island* to the exclusion of all other courts;

#### **ENTIRE AGREEMENT**

29. The stipulations contained herein constitutes the entire agreement between the parties. No modification of this Contract shall be allowed unless reduced into writing and signed by both parties.

**IN WITNESS WHEREOF**, the Parties have hereunto set their hand in the Island of Siargao, Province of Surigao del Norte, this JAN 10 2025.

  
EDWINA GOLOCINO DRAMAYO  
LESSOR

-and-

  
NEMSON D. LUGDUGAN BINONGO  
LESSEE

Signed in the presence of:

\_\_\_\_\_ & \_\_\_\_\_

ACKNOWLEDGMENT

Republic of the Philippines )  
Island of Siargao ) S.S.  
Province of Surigao del Norte )

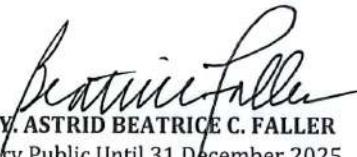
BEFORE ME A NOTARY PUBLIC this JAN 10 2025 in the Province of Surigao del Norte, personally appeared:

Name	ID No.
EDWINA GOLOCINO DRAMAYO	
NEMSON DALUGDUGAN BINONGO	TIN:297-112-187-000

Presenting to me their respective competent evidence of identity above-described, all known to me to be the same persons who the parties in the foregoing **CONTRACT OF LEASE** and they acknowledged that the same is their free and voluntary act and deed.

This instrument consisting of five (5) pages, including the one on which this acknowledgment is written, was signed by the parties on each and every page hereof and refers to a **CONTRACT OF LEASE**.

**WITNESS MY HAND AND NOTARIAL SEAL** this day, date and place first above-written.

  
ATTY. ASTRID BEATRICE C. FALLER  
Notary Public Until 31 December 2025  
For Siargao Island, Surigao del Norte  
[Commission No. PANP-2023-04]  
Roll No. 72014/TIN 342-947-051-000  
PTR No. 7983125 (01/03/25) Surigao City  
IBP No. 371335 (12/21/23) Pasig City  
MCLE Compliance No. VII-0003437 (06/24/2021)  
Pasig City, Valid Until 14 April 2025

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