**CONTRACT OF LEASE**

**KNOWN TO ALL MEN BY THESE PRESENTS**

This CONTRACT OF LEASE made and entered into this **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** in the City of Porac by and between:

**JONATHAN ARTHUR A. LIMPIN,** of legal age, with postal address **Blk 6 Lot 11 PINA SANTOL SUBDIVISION, STA. MESA MANILA,** hereinafter referred to as **“LESSOR”**

-and-

**MARIA ANGELICA G. LUGARES,** of legal age,with postal address **BLOCK 20 LOT 12 SAMPALOC ST., FIESTA 2A, MANIBAUG PARALAYA, PORAC, PAMPANGA,** hereinafter referred to as **“LESSEE”;**

**WITNESSETH, That:**

WHEREAS, the LESSOR is the lawful and absolute owner of **E.B.L. Commercial Stall Rental (Stall No. 1)** located at **129 Manibaug Libutad, Porac, Pampanga**, hereinafter referred to as the “**LEASED PREMISES**”;

WHEREAS, the LESSEE desires to lease the “LEASED PREMISES” and the LESSOR is willing to lease the same unto the LESSEE, subject to the terms and conditions contain herein;

NOW, THEREFORE, for and in consideration of the foregoing mutual covenants herein contained, the LESSOR hereby let and lease unto the LESSEE the “LEASED PREMISES” and the LESSEE hereby accepts the same by the way of the lease subject to the following terms and conditions:

1. **TERM OF LEASE:** The term of this lease shall be for a period of **one (1)** year, commencing on **November 8, 2021** to **November 7, 2022** This lease may be renewed subject to the mutual and written agreement of both parties and under the same terms and conditions set forth herein, provided that a sixty (60) days prior notice of intention to renew is first served by the LESSEE to the LESSOR. If no agreement is reached within the said period, the lease contract shall automatically terminate and the LESSEE agrees to vacate the LEASED PREMISES at the end of the contract.
2. **RENTAL:** The party herein agrees that the rental of the LEASED PREMISES shall be **FIFTEEN THOUSAND PESOS ONLY**(Php 15,000.00) per month.

Upon signing of the contract, the LESSEE will pay in cash the total amount **of FORTY FIVE THOUSAND PESOS ONLY**(Php 45,000.00) representing TWO (2) months security deposit and ONE (1) month advance payment. The security deposit shall be used to pay for all unpaid bills for water and electricity or any damages to the premises which the LESSEE may be responsible for, and which amount shall be deducted from the security deposit and the balance, if any, refunded to the LESSEE not later than Sixty (60) days from termination of contract and upon the settlement of all the accounts therein.

1. **PAYMENT OF UTILITIES:** All expenses for electricity, internet, cable, water and all other utility services in the LEASED PREMISES shall be for the account of the LESSEE.
2. **USE OF THE LEASED PREMISES:** The LEASED PREMISES shall be used for commercial purposes ONLY. The LEASED PREMISES shall not be used as a living quarter by the LESSEE, his agents, employees, domestic helps or guests. The LESSE shall not sub-lease the LEASED PREMISES or any portion thereof to any person, firm, or corporation without the written consent of the LESSOR.
3. **IMPROVEMENTS:** The LESSEE shall not make any changes, alterations and improvements in the LEASED PREMISES without the written consent of the LESSOR. However, any alteration or improvements made or introduced by the LESSEE with prior consent of the LESSOR shall, upon termination of this contract, automatically insure to the LEASED PREMISES and become the property of the LESSOR without any obligations on the latter’s part to pay or refund its value or cost to the LESSEE.
4. **MAINTENANCE AND SANITATION:** The LESSEE shall keep the LEASED PREMISES clean and in sanitary condition and keep it at all times in good condition. The LESSEE has inspected the LEASED PREMISES and found the same to be good and in tenantable condition.

Minor repairs incurred through ordinary usage shall be for the account of the LESSEE such as:

1. Replacement of bulbs and fuses
2. Breakage or loss of faucet handles, locks, toilet seats, electrical switches or outlets, minor faucet leaks, damaged door knobs, and damaged roll-up doors.

For food businesses, a Grease Trap for every sink must be provided by the LESSEE.

1. **FIRE HAZZARDS AND OBNOXIOUS SUBSTANCES:** The LESSEE shall not bring into or store in the LEASED PREMISES any inflammable material or obnoxious substances that may constitute a fire hazard.
2. **ALCOHOLIC BEVERAGES:** The LESSEE shall not serve alcoholic beverages within the LEASED PREMISES.
3. **TYPE OF BUSINESS:** The type of business that the LEASED PREMISES will be used for by the LESSEE shall not violate **REPUBLIC ACT NO. 1224- AN ACT AMENDING SECTION ONE OF REPUBLIC ACT NUMBERED NINE HUNDRED THIRTY-EIGHT, AS AMENDED.**
4. **EXCLUSIVITY FOR THE TYPE OF BUSSINESS:** The LESSOR shall not accept other tenants that have the same type of business as the LESSEE (Pharmacy).
5. **THIRD PARTY LIABILITY:** The LESSEE during her occupancy of the LEASED PREMISES shall hold the LESSOR free and harmless from any damages, liability, or responsibility to any person or property arising out of or a consequence of the uses of the LEASED PREMISES by the LESSEE, his agents, employees, domestic helps or guests.
6. **INSPECTION OF THE LEASED PREMISES:** The LESSOR has the right to inspect or visit the LEASED PREMISES at any time with prior notice to the LESSEE.
7. **RETURN OF THE PREMISES:** Upon termination of the contract for any reason whatsoever, the LESSEE shall, at its own burden, restore the premises to their state as it was when the LEASED PREMISES was delivered from the LESSOR to the LESSEE and shall immediately and unconditionally vacate and surrender possession thereof to the LESSOR. The LEASED PREMISES shall be returned in a clean and orderly condition, cost of such cleaning shall be for the account of the LESSEE.
8. **LESSEE’S DEFAULTS:** The LESSEE, in case of delinquency in the payment of her rental, a 2% penalty interest will be charged in favor of the LESSOR, and that the LESSEE recognizes the LESSOR’S right to exercise her LESSOR’S lien on all merchandise, furniture, equipment, fixtures and any other articles of value which may be found in the LEASED PREMISES until all rentals in arrears are paid. The LESSEE further agrees that in the event of her non-payment or delinquency in the payment of her rentals, the LESSOR shall have the right to padlock the door of the LEASED PREMISES and/or extra judicially repossess the premises.
9. **SALE, TRANSFER & MORTGAGE:** In the event of sale, transfer and mortgage or any other encumbrance of the LEASED PREMISES, the LESSOR shall warrant that the purchaser of encumbrance shall respect all terms and conditions of the contract.
10. **BREACH OF CONTRACT & CANCELLATION:** This contract shall be considered automatically terminated and cancelled should the LESSEE or LESSOR violate any of the provisions of this Lease Contract.

IN WITNESS WHEREOF, parties hereby have signed this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 2021

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LESSOR LESSEE**

**SIGNED IN THE PRESENCE OF:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Witness Witness**

(Republic of the Philippines)

( ) S. S.

BEFORE ME, this \_\_\_\_ day of \_\_\_\_\_\_\_ 2019 in \_\_\_\_\_\_\_\_\_\_\_\_City, personally appeared:

|  |  |  |
| --- | --- | --- |
|  | **Government ID/Passport No.** | **Date and Place Issued** |
| Jonathan Arthur A. Limpin | NO1-11-003365 | San Juan, Metro Manila |
| Maria Angelica G. Lugares | PRC-0077723 |  |

known to me to be the same person who executed the foregoing instrument and he acknowledged to me that the same is his free and voluntary act and deed.

This instrument refers to a Contract of Lease consisting of three (3) pages, including the page where this Acknowledgment is written, and which is duly signed by the parties on each and every page thereof.

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

Doc. No. \_\_\_\_\_\_\_\_\_\_;

Page No. \_\_\_\_\_\_\_\_\_\_;

Book No. \_\_\_\_\_\_\_\_\_\_;

Series of 2021