



Republic of the Philippines
Province of South Cotabato
MUNICIPALITY OF POLOMOLOK
CONTRACT OF LEASE



KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease is made and executed this 01 day of JANUARY, 20 24 by and between.

MUNICIPALITY OF POLOMOLOK, a public corporation existing under and by virtue of the law of the Philippines, represented in this act by its Municipal Mayor hereinafter called the **LESSOR**.

and

MR./MS. REYAN JAN SAMONTANES of legal age, married / single, a Filipino citizen, and a resident of Polotana Subdivision, West Drive. Cannery Site, Polomolok, South Cotabato, Philippines hereinafter called the **LESSEE**.

W I T N E S S E T H

The **LESSEE** is an awardee of Stall No. A-12, Section of the PPM / PTT / PSCC during the raffle of stalls conducted on JANUARY, 20 24 at POLOMOLOK. The **LESSOR** hereby leases the aforesaid stall in favor of the aforementioned **LESSEE**, subject to the following terms and conditions:

1. That this contract of Lease shall expire every December 31, 20 25, unless sooner cancelled or revoked for cause.
- 2.. That the **LESSEE** shall at all times keep the stall in good sanitary condition, provide garbage receptacles and cleaning materials, follow the Municipal Solid Waste Management Scheme, and comply strictly with the provision of this code and all laws, ordinances, rules and regulations now existing or which may hereafter be promulgated. Failure to maintain the stalls in good sanitary condition after two (2) warnings by the Economic Enterprise Management shall be ground for revocation of the Contract of Lease.
3. That the **LESSEE** shall pay the corresponding rent for the stall and shall secure business permit and license in the manner and amount prescribed buy this code.
4. That the **LESSEE** shall be allowed to take possession over his / her awarded stall only upon compliance with all prescribed requirements.
5. That the business to be conducted in the stall shall belong exclusively to the **LESSEE**. (Line of Business COMPSHOP.)
6. That in the case the **LESSEE** shall engage the services of a helper/s, the **LESSEE** shall promptly notify the Supervisor of their presence.
7. That the **LESSE** shall not sublease his / her privilege to the stall nor permit another to conduct business.
8. Relinquishing / transfer of privilege over the stall to another person, who meets the qualifications, is hereby recognized provided that the following procedures are strictly followed:
 - a. Affidavit of Waiver of Relinquishment of Rights shall be executed by the legal awardee of occupant.
 - b. The relinquisher / transferor shall pay the amount of One Thousand Two Hundred Ten Pesos (1,210.00) as Transfer Fee upon completion of all requirements set by the Economic Enterprise Board. This amount shall be used solely for the improvement of the operations of the economic enterprises, most specifically the public market.
 - c. The transferee shall pay the amount of Twenty Four Thousand Two Hundred Pesos (24,200.00) as Occupancy Fee upon completion of all requirements set by the Economic Enterprise Board. This amount shall be used solely for the improvement of the operations of the economic enterprises, most specifically the public market.
9. That the **LESSEE** shall not use the privilege to the stall whether directly or indirectly as his / her collateral or security for any load agreement with any public or private entity.
10. That any given time, should the stall be used for purposes other than which is intended or remain closed or idle for at least thirty (30) consecutive days without prior notice, the same be declared abandoned and the lease shall be automatically revoked by the Economic Enterprise Manager.
11. That non-payment of monthly rental within the first five (5) days after it has become due and demandable shall incur a 10% surcharge upon settlement of the overdue rental prior to the revocation of this lease contract shall follow this scheme.

After 05 working days from the due date – First and final Notice

After 10 working days from the due date – Padlocking of Stall

12. That the **LESSEE** shall not in any manner alter the structure and / or make any extension on the stall without prior approval from the Economic Enterprise Manager.
13. That the **LESSEE** shall secure electrical permit for the installation of electric meter in the stall leased to him / her and shall correspondingly pay its bills.
14. That the **LESSEE** shall provide padlocks and other protective devices to ensure safety of goods and products inside his / her stall.
15. That the **LESSEE** shall provide a signboard / billboard in front of his / her stall, the size and design of which shall be prescribed by the Economic Enterprise Management.
16. That the **LESSEE** shall provide a Fire Extinguisher (at least 5 pounds) in each stall except for fish, meat, and vegetable stalls.
17. That the **LESSEE**, only if applicable, shall be required to subject all their weighing scales for inspection and sealing annually to the Office of the Economic Enterprise Manager.
18. That violation of any of the foregoing terms and conditions and other applicable laws, ordinances, rules and regulations shall be sufficient cause for the cancellation or revocation of this Contract of Lease, and the simultaneous closure and / or padlocking of the stall.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 20 day of JULY 2024 at Polomolok, South Cotabato, Philippines.

BY


REYAN JAN SAMONTANES

Signed at: _____
2024-08-18 13:46:20 Occupant / LESSEE

Municipal Mayor / LESSOR

SIGNED IN THE PRESENCE OF:

_____ and _____

A C K N O W L E D G E M E N T

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF SOUTH COTABATO) S.S.
MUNICIPALITY OF POLOMOLOK)
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SUBSCRIBED AND SWORN to before me this _____ day of _____ 20____, personally appeared the Municipal Mayor, _____, representing the Municipality of Polomolok, with Community tax Certificate No. _____ issued at Polomolok, South Cotabato, Philippines on _____, 20____ and MR./MS. _____ with Community tax Certificate No. _____ issued at Polomolok, South Cotabato, Philippines on _____, 20____, both known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed. This instrument consisting of two (2) pages including this page has been signed by the parties and their instrumental witnesses.

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

NOTARY PUBLIC

Doc./ No. _____
Page No. _____
Book No. _____
Series of _____