HOUSE **(fully furnished)**LEASE/RENTAL AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This HOUSE (FULLY FURNISHED) LEASE/RENTAL AGREEMENT is made and executed at the City of Olongapo City, Philippines this 19th day of July, 2011, by and between:

(MARITES M. ALICANTE), of legal age, single, Filipino, and with residence and postal address at No. 50-20th Jonson St., East Bajac- Bajac- Olongapo City hereinafter referred to as the LANDLORD.

-AND-

JASMIN B. BAKER and EDWARD RAY BAKER, JR., spouses, of legal ages, and with residence and postal address at Phase 1, Block 2-Lot 7, Magdalena Homes, Sto. Tomas, Subic, Zambales, hereinafter referred

to as the TENANTS.

WITNESSETH; That

WHEREAS, the LANDLORD is the owner of HOUSE (FULLY FURNISHED), a

residential property situated at Phase 1, Block 2-Lot 7, Magdalena Homes, Sto. Tomas, Suibc, Zambales;

WHEREAS, the LANDLORD agrees to lease-out the property to the TENANTS and the TENANTS is willing to lease the same;

NOW THEREFORE, for and in consideration of the foregoing premises, the LANDLORD leases unto the TENANTS and the TENANTS hereby accepts from the LANDLORD the LEASED premises, subject to the following:

TERMS AND CONDITIONS

1. PURPOSES: That premises hereby leased shall be used exclusively by the TENANTS for residential purposes only and shall not be diverted to other uses. It is hereby expressly agreed that if at any time the premises are used for other purposes, the LANDLORD shall have the right to rescind this contract without prejudice to its other rights under the law.
2. TERM: This term of this lease agreement is for THREE (3) MONTHS, from 16 July 2011 to 16 October 2011 inclusive. Upon its expiration, this agreement may be renewed under such terms and conditions as my be mutually agreed upon by both parties, written notice of intention to renew the lease shall be served to the LANDLORD not later than seven (7) days prior to the expiry date of the period herein agreed upon.
3. LEASE/RENTAL RATE: The monthly rental rate for the leased premises shall be

in PESOS: TWENTY-TWO THOUSAND (P 22,000.00), Philippine Currency. All rental payments shall be payable to the LANDLORD.

1. SECURITY DEPOSIT: That upon signing of this AGREEMENT, the TENANTS agrees to pay the one (1) month advance and two (2) months security deposit to the LANDLORD on or before August 6, 2011 in an amount equivalent to the rent for THREE (3) MONTHS or the sum of PESOS: SIXTY-SIX THOUSAND (P 66,000.00),

Philippine Currency (said payment shall be made in the form of cash or cashier's check and is all due on or before 6 August 2011) , wherein the two (2) months deposit shall be applied and shall answer partially for damages and any other obligations; Dues or resulting from violation(s) of any of the provision of this contract, to secure TENANT’S faithful performance of the terms of this lease. The security deposit shall not exceed two times the monthly rent.

After all the TENANTS have vacated, leaving the premises vacant, the LANDLORD may use the security deposit for the cleaning of the premises, any unusual wear and tear to the premises or common areas, non-payment of utilities and any or other amounts owed pursuant to the lease agreement.

TENANT may not use said deposit for rent owed during the term of the agreement. Within 21 days of the TENANT vacating the premises, LANDLORD shall furnish TENANTS a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANTS. If TENANTS fails to furnish a forwarding address to LANDLORD, then LANDLORD shall send said statement and any security deposit refund to the leased premises.

The next monthly payment for the house rental due to the TENANTS is on 16 August 2011 in the amount of TWENTY-TWO THOUSAND PESOS (PhP22,000.00).

1. DEFAULT PAYMENT: In case of default by the TENANTS in the payment of the rent, such as when the checks are dishonored or delay in payment, the LANDLORD at its option may terminate this contract and eject the TENANTS. The LANDLORD has the right to padlock the premises when the TENANTS is in default of payment for One (1) month and may forfeit whatever rental deposit or advances have been given by the LANDLORD.
2. SUB-LEASE: The TENANTS shall not directly or indirectly sublet, allow or permit the leased premises to be occupied in whole or in part by any person, form or corporation, neither shall the TENANTS assign its rights hereunder to any other person or entity and no right of interest thereto or therein shall be conferred on or vested in anyone by the TENANTS without the LANDLORD'S written approval.
3. OCCUPANTS: The premises shall not be occupied by any person other than those designated above as TENANTS with the exception of the following named persons:

If LANDLORD, with written consent, allows for additional persons to occupy the

premises, the rent shall be increased by P for each such person. Any person

staying 14 days cumulative or longer, without the LANDLORD'S written consent, shall be considered as occupying the premises in violation of this agreement.

1. CONDITION OF PREMISES: TENANTS acknowledges that the premises have been inspected. TENANTS acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order (the details of the items herewith attached as Annex (A) hereof. TENANTS promises to keep the premises in a neat and sanitary condition and to immediately reimburse landlord for any sums necessary to repair any item, fixture or appurtenance that needed service due to TENANT'S, or TENANT'S invitee, misuse or negligence.

TENANTS shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred. TENANTS shall also be responsible for repair or replacement of the garbage disposal where the cause has been a result of bones, grease, pits, or any other item which normally causes blockage of the mechanism.

1. ALTERATIONS: TENANTS shall not make any alterations to the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from LANDLORD. TENANT shall not change or install locks, paint, or wallpaper said premises without LANDLORD'S prior written consent, TENANTS shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.
2. LANDLORD'S RIGHT OF ENTRY: LANDLORD may enter and inspect the premises during normal business hours and upon reasonable advance notice of at least 24 hours to TENANTS. LANDLORD is permitted to make all alterations, repairs and maintenance that in LANDLORD'S judgment is necessary to perform. In addition LANDLORD has all right to enter the leased premises. If the work performed requires that TENANTS temporarily vacate the unit, then TENANTS shall vacate for this temporary period upon being served a 7 days notice by LANDLORD. TENANTS agree that in such event that TENANTS will be solely compensated by a corresponding reduction in rent for those many days that TENANTS was temporarily displaced.

If the work to be performed requires the cooperation of TENANTS to perform certain tasks, then those tasks shall be performed upon serving 24 hours written notice by LANDLORD. (EXAMPLE -removing food items from cabinets so that the unit may be sprayed for pests).

1. REPAIRS BY LANDLORD: Where a repair is the responsibility of the LANDLORD, TENANTS must notify LANDLORD with a written notice stating what item needs servicing or repair. TENANTS must give LANDLORD a reasonable opportunity to service or repair said item. TENANTS acknowledges that rent will not be withheld unless a written notice has been served on LANDLORD giving LANDLORD a reasonable time to fix said item. Under no circumstances may TENANT withhold rent unless said item constitutes a substantial breach of the warrantee of habitability.
2. PUBLIC UTILITIES: The TENANTS shall pay for its electric consumption, cable TV, water, association dues and other public services and utilities during the duration of the lease/rent.
3. FORCE MAJEURE: If whole or any part of the leased premises shall be destroyed or damaged by flood, lightning, typhoon, earthquake, storm, riot or any other unforeseen disabling cause of acts of God, as to render the leased premises during the term substantially unfit for use and occupation of the TENANTS, then this lease contract may be terminated without compensation by the LANDLORD or by the TENANTS by notice in writing to the other.
4. LANDLORD’S RIGHT OF ENTRY: The LANDLORD or its authorized agent shall after giving due notice to the TENANTS shall have the right to enter the premises in the presence of the TENANTS or its representative at any reasonable hour to examine the same or make repairs therein or for the operation and maintenance of the building or to exhibit the leased premises to prospective TENANTS, or for any other lawful purposes which it may deem necessary.
5. EXPIRATION OF LEASE: At the expiration of the term of this lease/rental agreement or cancellation thereof, as herein provided, the TENANTS will promptly deliver to the LANDLORD the leased premises with all corresponding keys and in as good and tenable condition as the same is now, ordinary wear and tear expected devoid of all occupants, movable furniture, articles and effects of any kind. Non-compliance with the terms of this clause by the TENANTS will give the LANDLORD the right, at the latter's option, to refuse to accept the delivery of the premises and compel the TENANTS to pay rent therefrom at the same rate plus Twenty Five (25) % thereof as penalty until the TENANTS shall have complied with the terms hereof. The same penalty shall be imposed in case the TENANTS fail to leave the premises after the expiration of this House (Fully Furnished) Lease/Rental Agreement or termination for any reason whatsoever.
6. ENTIRE AGREEMENT: The foregoing agreement, including any attachments incorporated by reference, constitute the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, TENANTS represents that TENANTS has relied solely on TENANTS’ judgment in entering into this agreement. TENANTS acknowledges having been advised to consult with independent legal counsel before entering into this Agreement and has decided to waive such representation and advice. TENANTS acknowledges that TENANTS has read and understood this agreement and has been furnished a duplicate original.
7. This HOUSE (FULLY FURNISHED) LEASE/RENTAL AGREEMENT shall be valid and binding between the parties, their successors-in-interest and assigns.

**IN WITNESS WHEREOF,** parties herein affixed their signatures on 19 July 2011 at Olongapo City, Philippines.

(MARITES M. ALICANTE

**JASMIN B. BAKER**

TENANT

LANDLORD

EDWARD RAY BAKER, JR.

TENANT

Signed in the presence of:

ACKNOWLEDGEMENT

Republic of the Philippines)

Olongapo City ) S.S

BEFORE ME, personally appeared:

Name Personal ID Number Date/Place Issued

MARITES M. ALICANTE

JASMIN B. BAKER

EDWARD RAY BAKER

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument consisting of four (4) page/s, including the page on which this acknowledgement is written, has been signed on each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

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

Notary Public

Doc. No. ;

Page No.

Book No.

Series of 2011.