

## **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 19<sup>th</sup> 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, Subic, 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 may 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**.
- 4. 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)**.

**5. 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**.

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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).

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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  
LANDLORD**

**JASMIN B. BAKER  
TENANT**

**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 |
|----------------------------|--------------------|-------------------|
| <b>MARITES M. ALICANTE</b> | _____              | _____             |
| <b>JASMIN B. BAKER</b>     | _____              | _____             |
| <b>EDWARD RAY BAKER</b>    | _____              | _____             |

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.

