

## CONTRACT OF LEASE

This Contract of Lease is made and entered into by and between: **The Municipality of SOGOD, a Local Government Unit of the PROVINCE OF SOUTHERN LEYTE**, represented by **HON. SHEFFERED LINO S. TAN**, Municipal Mayor hereinafter to as LESSOR:

-and-

I, \_\_\_\_\_, Filipino, of legal age, Single/Married with residence and Postal Address Brgy. \_\_\_\_\_ hereinafter referred to as the LESSEE.

### -WITNESSETH-

- The lessor is the duly registered owner in fee simple title of that Public Market building erected on the land owned by the lessor located at Zone III, Brgy. San Lorenzo Ruiz, Sogod, Southern Leyte.
- That the lessor hereby grants and lets unto the lessee and the later hereby accepts to lease a stall/table on the Public Market building located at zone III, Brgy. San Lorenzo Ruiz, Sogod Southern Leyte, subject to the condition hereunder enumerated, to wit;
- That the lessor hereby leases unto the lessee a stall/table on the building located at Sogod Public Market in Sogod, Southern Leyte which shall be used for business purposes.
- That the monthly rental shall be pay \_\_\_\_\_ per month (Php. \_\_\_\_\_) Philippine Currency which shall be payable within the last week of each month;
- That this contract shall be for a term of one (1) commencing on \_\_\_\_\_ up to \_\_\_\_\_ which may be renewed for another term upon the agreement of the herein parties
- Failure on the part of the lessee to pay the rental for three (03) consecutive months shall be a ground for the termination of this contract;
- That the electric and water bills shall be for the account of the lessee who shall install a separate meter;
- That all improvements introduced by the lessee shall become the property of the lessor upon the expiration of this contract;
- That the lessee shall not be allowed to use the leased premises as a family dwelling or residence nor shall it be allowed to construct, install, or maintain a kitchen except for carenderia or restaurant business, as provided under section IV -B-05 of the Municipal Tax Ordinance 8-16;

- That the failure on the part of the lessee to pay the rental on time as hereto clearly provided, the lessee shall be obliged to pay a penalty to twenty-five (25%) percent of the total amount due as provided for in municipal tax ordinance no. 98-16;
- That while the lessee is on occupancy of said area, the lessee shall keep its premises in good sanitary condition and shall likewise be duly bound to comply with all the sanitary rules and regulations now existing, or those which may hereafter be promulgated;
- That upon the termination of this contract the lessee shall voluntarily vacate from said area at the lessee's own cost without asking from the LGU-SOGOD any financial assistance or relocation site to transfer.
- That in cases of the occurrence of brown-outs and the likes, the lessee shall not use candles and/or other lighting equipment for temporary lighting purposes which might cause fire;
- That the lessee shall not in any manner construct or build any structures, improvements, extensions in the area without the knowledge and written consent/approval by the municipal mayor;
- That the lessee shall not sell, encumber, transfer and/or mortgage said privilege and rights to the area above mentioned to any third party nor shall permit other person/s to conduct or operate business therein other than lessee or his/her assigns or representative;
- Any violations committed on the part of the both parties, the lessee and the lessor of the foregoing conditions, shall be sufficient ground for the cancellation and/or make void of this contract.

In witness WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_ at Sogod, Southern Leyte, Philippines.

**LESSOR**

**LESSEE**

**By:**

**HON. SHEFFERED LINO S. TAN**  
Municipality Mayor

**COTANDA, JESSICA TIEMPO.**

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Republic of the Philippines)  
Province of Southern Leyte) S.S.  
Municipality of Sogod)

BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_ at Sogod, Southern Leyte, personally appeared **HON. SHEFFERED LINO S. TAN** in his capacity as the Municipal Mayor with valid ID No. \_\_\_\_\_ and \_\_\_\_\_ with driver's license Id No. \_\_\_\_\_, known to meet to be same persons who executed the FOREGOING INSTRUMENT AND KNOWLEDGE TO BE THEIR FREE ACT AND NEED.

WITNESS MY HAND AND SEAL.