**CONTRACT OF LEASE**

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease, made and executed by and between:

Caesar Herman N. Hinlo, of legal age, Filipino, single and resident of

Osmeña Aveñue, Salvacion Subdivision, Brgy. 6, Victorias City, Negros Occidental hereinafter called as the LESSOR, and

Jonnajie T. Baron, of legal age, Filipino, married and a resident of Garcia St. Zone 4, Barangay 6, Salvacion Subdivision, Victorias City, Negros Occidental, hereinafter referred to as the LESSEE.

WITNESSETH:

WHEREAS, the LESSOR is the son of Herman V. Hinlo registered owner of a certain parcel of land with all the improvements thereon situated in the City of Victorias.

Its title thereto being evidenced by the Transfer of Certificate of Title No. T-45545.

WHEREAS, the LESSEE has offered to lease from the LESSOR, and the latter has accepted the said offer.  
  
 NOW, THEREFORE, with the foregoing, the LESSOR have hereunto entered into this Contract of Lease over the carwash building owned by Mr. Caesar Herman N. Hinlo, otherwise known as the Lessor under the following terms and conditions:

TERM OF LEASE: The lease shall be for a period of one (1) year beginning January 3, 2023 to January 3, 2024. The parties may renew the lease contract under such terms and conditions as they may stipulate.

## AMOUNT OF LEASE RENTAL: The LESSEE SHALL shall pay to the LESSOR upon singing of this Contract of Lease, the LESSOR not later than the every 15th day the amount of Ten Thousand Pesos (P10,000.00) in full and the balance of Ten Thousand Pesos (P10,000.00) in full on the last day of every month, total of which is Twenty Thousand Pesos (20,000.00) Philippine Currency. **The rental shall be paid by the LESSEE to the LESSOR without any need of demand, oral or written from the latter.**

ADVANCE RENTAL AND DEPOSIT: In addition to the foregoing provision, the LESSEE shall, upon the due execution of this lease contract, pay to the LESSOR the amount of SIXTY THOUSAND (P60,000.00) as one (1) month advance and two (2) months deposit. The advance rentals shall be applicable to the last monthy rentals at the end of the period of the lease while the deposit will answer for electric bills , water bills and or whatever damage that may be caused to the leased premises attributable to the LESSEE. The said deposit or the balance thereof shall be refunded by the LESSOR to the LESSEE at the end of the period of the lease.

USE OF THE LEASED PREMISES: The LESSEE agrees that the leased premises shall only be used for this car wash business and and for no other purposes. The use of the leased premises for immoral, illegal and unlawful purposes is absolutely prohibited. The LESSEE shall take good care of the premises with the diligence of a good father of the family, providing minimum maintenance for the proper and reasonable use of the premises.  
  
 IMPROVEMENT ON THE LEASED PREMISES: The LESSEE is prohibited from introducing any permanent improvement to the leased premises without the written conformity of the LESSOR. Permanent improvements existing at the expiration of the lease which cannot be removed without defacing the premises and the carwash building shall become the property of the LESSOR without any obligation on the LESSOR’s part to reimburse the LESSEE for the cost of value thereof.

EXPENSES FOR USE OF THE LEASED PREMISES: The expenses for water, electricity, telephone, and other utilities shall be for the account of the LESSEE.

PROHIBITION OF SUBLEASE: The Lessee is expressly prohibited from subleasing the premises to a party without the written consent of the LESSOR.

COMPLIANCE WITH REGULATIONS: The LESSEE shall comply with all regulations for the safe and proper use and occupation of the leased premises issued or promulgated by governmental and health authorities.

EFFECT OF FAILURE TO PAY RENTAL AND OTHER VIOLATIONS: In case the LESSEE shall fail to pay the required monthly rental within Sixty(60) days after the same has become due, the LESSOR shall have the right to declare the lease contract as terminated and the **Lessee shall pay the balance of the total amount of the contract for one year to the Lessor.** Henceforth, the LESSEE shall peacefully vacate the leased premises within 15 days from the time the lease has been declared terminated by the Lessor as if the terms of the lease had expired. The same consequences shall apply for any violations of this contract.  
  
  
Lastly, the Lessee shall respect the rights of the Lessor to sell this property to anyone. With the buyer assuming the rights of the Lessor over the property.

IN WITNESS WHEREOF, the parties have hereunto set their hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023, in Victorias City, Philippines.

**CAESAR HERMAN N. HINLO**  **JONNAJIE T. BARON**

LESSOR LESSEE

Signed in the presence of:

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

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

ACKNOWLEDGEMENT

Republic of the Philippines

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) S.S

BEFORE ME, personally appeared:

Name of Lessor CTC Number Date Place

Caesar Herman N. Hinlo 15088179 January 6, 2023 Victorias City, Neg. Occ.

Name of Lessee

Jonnajie T. Baron 15092611 January 13, 2023 Victorias City, Neg. Occ.

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 3 pages/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 2023.