

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease is made and entered into by and between:

The Local Government of Sariaya, a public corporation existing under and by virtue of the law of the Philippines, represented in this act by its Municipal Mayor, herein called the LESSOR

and

Mr./Mrs./Ms. _____, of legal age, married/single, Filipino citizen, and resident of Barangay _____, Sariaya, Quezon, hereinafter called the LESSEE

WITNESSETH:

The LESSEE is an awardee of Stall No. ____ Block ____ and classified DRY Section, within Sariaya Public Market. 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 be for a period of Three Year, renewable upon its expiration, unless sooner cancelled or revoked for cause as stated in Sec. 5.A.7 paragraph 4 of the Municipal Tax Ordinance No. 65, S. 1992;
2. That while the LESSEE is occupying the stall, he/she shall at all-time have his/her Business Name and Mayor's Permit conveniently framed and hung conspicuously within the stall.
3. That the LESSEE shall keep the stall at all times in good sanitary condition, provide garbage receptacles and cleaning materials prescribed by the Municipal Health Office through the Sanitation and Solid Waste Management Offices and shall comply strictly with all market rules and regulations now existing and others which may thereafter be promulgated.
4. The LESSEE shall pay the corresponding monthly rent and daily fee for the stall in the manner prescribed in Sec. 5A.04 and 5A.06 of the Municipal Tax Ordinance No. 65, S. 1992. Failure to pay within the prescribed period and the LESSEE shall pay a surcharge of twenty five percent (25%) of the total rent due. Failure to pay for the rental fee for four (4) consecutive months shall cause automatic cancellation of the Contract of Lease of the stall without prejudice to the suing LESSEE for the unpaid rents at the

expense of the LESSEE. The stall shall be declared vacant and subject to adjudication.

5. That the LESSEE shall pay the corresponding electric and water bill, if any, and shall secure the business permit and license therefore in the manner and amount prescribed in the said Municipal Tax Ordinance.

6. That the LESSEE shall not peddle, hawk, sell or offer for sale, or expose for sale any article in the passageway or pasillo or market avenues used by the purchasers.

7. The business to be conducted in the stall must belong exclusively to the herein LESSEE. This contract is subject to the provisions of Sec. 5A.7 of the Municipal Tax Ordinance No. 65 s. 1992.

8. In case the LESSEE hire helpers, he/she shall nevertheless personally conduct his/her business and shall always be present at the stall unless otherwise circumstances warrant.

9. The LESSEE shall not sell or transfer privilege as lessee of the stall or permit to another person to conduct business thereat.

10. That at any given time, should the market stall be used by the LESSEE for the purpose other than what is intended and remain closed or idle for at least fifteen (15) consecutive days, the same shall be declared abandoned and the lease shall be automatically revoked by the Municipal Mayor.

11. That the LESSEE shall not use the public market stall for residential purpose.

12. Any violation on my part or on the part of the lessee's helpers of the foregoing conditions shall be sufficient cause for the market authorities to cancel this Contract and subject the LESSEE to other applicable rules and regulation under Sec. 5A of Tax Ordinance No. 5. 1992.

I, _____, do hereby state that I am the person who signed the foregoing application, that I have read the same, and that I conform to the contents thereof to the best of my knowledge.

IN WITNESS WHEREOF, the Parties have, hereunto, set their hands this ____ day _____ 2025 at Sariaya, Quezon, Philippines.

LGU SARIAYA

By:

HONORABLE MARCELO P. GAYETA
Municipal Mayor

Lessee

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

PROVINCE OF QUEZON) S.S

MUNICIPALITY OF SARIAYA)

X-----X

SUBSCRIBED AND SWORN TO before me in the Municipality of Sariaya, Province of Quezon, Philippines this ____ of ___, 2025. Applicant/affiant exhibited to me his/her Residence Certificate No. _____ issued at _____ on _____, 2025.

The instrument consist of three (3) pages including this page hereof having signed by the parties and their instrumental witnesses.

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

NOTARY PUBLIC

Until December _____

DOC. NO. _____

PAGE NO. _____

BOOK NO. _____