

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease written and executed by and between:

_____, _____ citizen, of legal age, with postal address at _____
_____ herein referred to as the “LESSOR”

-and-

_____, _____ citizen, of legal age, with postal address at _____
_____ herein referred to as the “LESSEE.”

WITNESSETH

WHEREAS, the **LESSOR** is the legal owner of a townhouse unit, situated at _____ with livable area of _____ square meters, more or less, herein referred to as the “**LEASED PREMISES**”;

WHEREAS, the **LESSEE** is desirous of leasing from the **LESSOR** the **LEASED PREMISES**, without furnishings and equipment, for the period, the price and under the terms and conditions herein provided and the **LESSOR** has agreed to lease the same to the **LESSEE**.

NOW THEREFORE, in consideration of the above premises and of mutual promises, covenants, and stipulations herein stipulated, the parties hereto have agreed and do hereby agree as follows:

1. TERM

The lease shall be for a period of **12 months**, commencing on _____, (the “Term”) with the option to renew upon **30-DAY NOTICE** in writing given prior to its termination, upon mutual consent of both parties.

2. RENT

The **LESSEE** shall pay for the use of the **LEASED PREMISES** the advance monthly rental of _____ inclusive of association dues every _____ of the month. Other charges for electricity, water, telephone, internet and cable TV service shall be for the account of the **LESSEE**.

Upon signing this Agreement, the **LESSEE** shall pay the **LESSOR**, cash or checks, the amount

of _____ representing the **2-month security deposit amounting (_____)** and **1-month advance rental (_____)** to be applied on the **first month of the rent**.

The Security Deposit shall be maintained to answer for any unpaid charges for gas, water, electricity, cable tv, internet, and telephone incurred by the LESSEE, and damages to the premises, with the exception of natural wear and tear. The Security Deposit cannot be used as an advanced rental payment. The amount, after due deduction therefrom, should there be any, shall be refunded to the LESSEE within **60 days** from the complete return of the LEASED PREMISES.

In case of default by the LESSEE in the payment of the rent, such as when the checks are dishonored, a 5-day grace period will be provided otherwise the LESSOR at its option may terminate this contract and eject the LESSEE. The LESSOR has the right to padlock the premises and stop the supply of electricity and water when the LESSEE is in default of payment and may forfeit whatever rental deposit or advances have been given by the LESSEE.

3. USE OF PREMISES

The LESSEE agrees to use the LEASED PREMISES exclusively for his and his family's residential use and for no other purpose without the written consent of the LESSOR. The LEASED PREMISES may not be subleased without written consent of the LESSOR.

4. WATER, ELECTRICITY, AND OTHER UTILITY SERVICES

All charges for electricity, water, cable tv, internet, telephone and other utility services to the LEASED PREMISES shall be for the sole account of the LESSEE. LESSEE shall promptly pay all utility charges directly to the utility company concerned. The LESSOR will not be liable for the discontinuance of or interruptions in utility services to the LESSEE due to any cause or reason whatsoever.

5. MAINTENANCE AND REPAIRS

The LESSEE shall keep the LEASED PREMISES in clean and sanitary condition and keep them, at all times, in very good condition. The LESSEE shall repair, replace, or restore major or minor damages in the LEASED PREMISES arising from his/her fault or negligence. Before moving in to the property, the LESSEE has inspected the PREMISES and found the same to be in good, clean and tenantable condition.

6. LOSS

The LESSOR is not liable to any resident, guest, or occupant for injury, damage, or loss to person or property, from any cause including fire, smoke, rain, flood, water leaks, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, negligent or intentional acts of resident, occupants, guests, or criminal conduct of other persons including theft, burglary, assault, vandalism or other crimes.

7. ABANDONMENT

Abandonment of the LEASED PREMISES constitutes a violation of the terms and conditions of this Contract. The LESSEE is deemed to have abandoned the LEASED PREMISES when all of the following have occurred: (1) all occupants appears to have moved out from the LEASED PREMISES in LESSOR's reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in LESSOR's reasonable judgment; (3) LESSEE has been in default in payment of rent for five (5) consecutive days from due date, or water or electric service for the LEASED PREMISES has been terminated; and (4) LESSEE has not responded for two (2) days to LESSOR's notice left on the inside of the main entry door stating that LESSOR considers the LEASED PREMISES abandoned.

8. IMPROVEMENTS AND ALTERATIONS

The LESSEE shall not make any structural alteration, addition or improvement on the LEASED PREMISES without the written consent of the LESSOR. Any major alterations or improvements made or introduced by the LESSEE in the LEASED PREMISES with the written consent of the LESSOR shall upon termination or expiration of this Contract, automatically inure to the benefit of the LEASED PREMISES and become property of the LESSOR without any obligation on the latter's part to pay for its value or cost to the LESSEE.

9. FIRE HAZARD, HAZARDOUS SUBSTANCE AND CLEANLINESS

The LESSEE shall not keep, deposit, or store in the LEASED PREMISES any hazardous or inflammable material or substance that might constitute a fire hazard.

The LESSEE shall always keep the unit and its surrounding premise clean.

10. TAXES AND INSURANCE

Real Property Taxes, government assessments, and fire insurance charges and similar expense shall be for the LESSOR's account. Insurance of personal effects of the LESSEE shall be for the LESSEE's account.

11. SALE, TRANSFER, AND MORTGAGE

The LESSOR reserves the right to mortgage, sell, or otherwise dispose of the property, provided the LESSEE'S rights under this lease are respected. The LESSEE agrees to allow the LESSOR or his authorized representative, to enter the PREMISES, together with the prospective buyers upon prior notice and arrangement made by the LESSOR with the LESSEE and at reasonable hours (8am to 5pm, Monday to Sunday). The LESSOR agrees that in the event such sale of the LEASED PREMISES occurs, the condition embodied in this Lease Contract, shall be respected and honored by the new owner.

12. THIRD-PARTY LIABILITY

The LESSEE, during his occupancy of the LEASED PREMISES, shall hold the LESSOR free

from any liability or responsibility to any person or property arising out of or as a consequence of the use of the LEASED PREMISES by the LESSEE, his immediate family, his agents, employees, domestic help and guests. When such damage or liability is caused by fortuitous events or acts of God such as typhoon, earthquake, flood, etc., which are beyond the control of the LESSEE, or by acts of the LESSOR, or his agents, the latter shall not be liable to the LESSOR.

In case of damage to the LEASED PREMISES by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If LEASED PREMISES are destroyed as to make it unlivable, without the fault or neglect of the LESSEE, either party may demand rescission of this contract.

13. INSPECTION OF PREMISES

The LESSEE shall maintain the LEASED PREMISES in good and livable condition. The LESSOR reserves the right, at reasonable times and with notice, to enter and inspect the LEASED PREMISES.

14. SUBLEASE AND ASSIGNMENT OF RIGHTS

The LESSEE shall not assign, sell, or transfer his leasehold rights to the LEASED PREMISES or any part thereof without the prior written consent of the LESSOR.

15. GUARANTEED LEASE

This Lease Contract may not be terminated during the lease period. In the event the LESSEE pre-terminates the Contract and decides to move out of the unit with **30 days'** notice, the **2-month** deposit shall be forfeited in favor of the LESSOR. However, the LESSEE shall have the option to assign a successor subject to acceptability of such assignee to the LEASED PREMISES by giving **30 days'** written notice in advance to the LESSOR.

Pre-termination of this Lease Contract by the LESSOR shall entitle the LESSEE the refund of the 2-month Security Deposit after all unpaid bills are settled and damages, not cause by wear and tear, are repaired.

16. RENEWAL OF LEASE

Renewal of this contract shall be at the option of the LESSOR and subject to new terms. The LESSOR shall advise the LESSEE in writing no later than 30 days prior to expiration of this lease in case the LESSOR has decided not to renew this lease. The LESSEE shall advise the LESSOR in writing no later than 30 days in case the LESSEE decided to renew this lease for another year.

17. RULES AND REGULATIONS

The LESSEE agrees to abide by the existing rules and regulations promulgated by the home owners association, and other local laws, ordinances, rules and regulations promulgated or shall be promulgated by the competent authorities affecting the occupancy of the LEASED PREMISES.

18. RETURN OF LEASED PREMISES

The LESSEE, upon the expiration of this Lease Contract, shall amicably surrender the LEASED PREMISES to the LESSOR, in the same condition in which it was received, save what has been lost or impaired by the lapse of time, by ordinary wear and tear, or of a fortuitous event. Sixty days prior to the return of the LEASED PREMISES, the LESSOR may show the PREMISES to prospective tenants at reasonable hours with prior notice and may also affix a "For Rent" sign thereon.

19. NO WAIVER

Failure of the LESSOR or the LESSEE to insist, in one or more instances, the strict performance of any of the covenants of this lease, or to exercise any portion herein contained, shall thereafter not be construed as abandonment or cancellation or waiver of such covenant or option. No waiver shall be deemed to have been made unless expressed in writing and signed by the LESSOR or the LESSEE.

20. BREACH OR DEFAULT

Should either party violate any of the terms and conditions of this Lease Contract, the aggrieved party shall have the right to terminate this contract without prejudice to any claim arising therefrom. However, before this provision shall take effect, the party guilty of the violation shall be given **30 days** to correct or make good the violation.

21. LITIGATION

In the event the LESSOR is compelled to seek judicial relief against the LESSEE in order to enforce any or all of its rights under this Contract, the LESSEE, in addition to any other damages that may be awarded by the Court, hereby agrees to pay an amount equivalent to twenty-five (25%) percent of the amount claimed but in no case less than P50,000.00, as and by way of attorney's fees, aside from the costs of litigation, and other expenses which the law entitles the offended party to recover from the offending party. The parties hereby agree to submit any action arising from or incident to this Contract to the jurisdiction of the proper courts of Talisay City, Province of Cebu only, to the exclusion of all other venues.

22. ENTIRETY OF AGREEMENT

This Lease Contract represents the entire agreement between the LESSOR and the LESSEE and supersedes all prior negotiations, representations or agreements, either oral or written. This Contract may be amended only by written instrument signed and agreed by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures on this day of _____ in _____.

LESSOR

LESSEE

Signed in the presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CEBU CITY, CEBU) S.S.

BEFORE ME , a Notary Public for and in the City of _____, this _____ day of _____, personally came and appearance the following:

Name	Document	Date/Place of Issue

a know to me to be the same persons who executed the foregoing Contract of Lease consisting of 8 pages including this acknowledgement, signed by the parties and their instrumental witness at the bottom part of page 6 and the left margin of all other pages.

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

Doc. No.:
Page No.:
Book No.:
Series of :

