

House Rental Contract

KNOWN ALL MEN BY THESE PRESENTS:

This **House Rental Contract**, made and entered into this 20th day of May 2007 at Manila by and between:

Antonio Levy S. Ingles. Jr. and/or Mary Rose C. Ingles, of legal age, with residence and postal address at Unit 2006 EGI Taft Tower 2339 Taft Avenue, Malate, Manila, And herein referred to as the **Owner(s)**,

— And —

GERALDINE O. GALINATO of legal age, with residence and postal address at 6 Manganese Road, Pilar Village, Las Pinas, Metro Manila, And herein referred to as the **Resident(s)**,

WITNESSETH:

In consideration of the agreements of the Resident(s), known as: **GERALDINE O. GALINATO**, the Owner(s), known as: **Antonio Levy S. Ingles. Jr. and/or Mary Rose C. Ingles**, hereby rent their the dwelling/house located at **Lot 6, Block 20, Royal South Townhomes, Marcos Alvarez Avenue, Talon 5, Las Pinas City, Metro Manila** for the period commencing on the **20th day of May, 2007**, and monthly thereafter until the **20th day of May, 2008**, at which time this Agreement is terminated.

Resident(s), in consideration of Owner(s) permitting them to occupy the above property, hereby agrees to the following terms:

1. **RENT:** To pay as rental the sum of **SIX THOUSAND FIVE HUNDRED PESOS IP 6.500.001** per month, due and payable in advance from the **20th day of every month**.

2. **FAILURE TO PAY ON TIME:** Failure to pay the rent will result in being served a **Notice to End Residential Tenancy**. This Notice may be served if the Resident(s) has an outstanding balance from failure to pay the rent. This Notice may also be served from being habitually late in paying the rent regardless of the balance owed. Once the Notice to End Residential Tenancy is received, the Resident(s) will have a prescribed time to pay all of the amount overdue on the rent.

A three-day grace period will be allowed for late payment However, failure to pay the monthly rental within the grace period is subject to FIVE (5%) PERCENT interest per month of delay as penalty. Habitual failure of the Resident(s) to pay within the prescribed time shall result in the Owner(s) taking immediate legal action to evict the Resident(s) from the premises and seize the security deposit.

3. **SECURITY DEPOSIT:** Resident(s) agrees to pay a deposit in the amount of **SIX THOUSAND FIVE HUNDRED PESOS IP 6.500.001** to secure Resident(s)'s pledge of full compliance with the terms of this agreement. Note: THE DEPOSIT MAY NOT BE USED BY TENANT TO PAY THE RENT DURING THE TENANCY. The security deposit will be used at the end of the tenancy to compensate the Owner(s) for any damages or unpaid rent or charges, and will be repaired or replaced at Resident(s)'s expense with funds other than the deposit.

4. **METHOD OF PAYMENT:** The initial advance payment of rent and deposit under this contract be PAID IN CASH at least 7 days before the date of moving-in. Thereafter, monthly rent payments must be paid by POST DATED CHECKS payable to **ANTONIO LEVY S. INGLES. JR.** until a first check is dishonored and returned unpaid. Regardless of cause, no other additional payments may afterwards be made by check. Checks returned will not be redeposited. The Resident(s) will be notified by a 3 day notice, and will be required to pay the amount due in cash.

5. **SCHEDULE OF PAYMENT:**

Seq. No.	Due Date	Security Deposit (in cash)		
1	5/20/2007	Php 6,500.00		
		Monthly Rental		
		Advance Payment (in cash)		
		From	To	CASH
2	5/20/2007	5/20/2007	6/20/2007	Php 6,500.00
		Payment in PDCs		
		From	To	PDCs
3	6/20/2007	6/20/2007	7/20/2007	Php 6,500.00
4	7/20/2007	7/20/2007	8/20/2007	6,500.00
5	8/20/2007	8/20/2007	9/20/2007	6,500.00
6	9/20/2007	9/20/2007	10/20/2007	6,500.00
7	10/20/2007	10/20/2007	11/20/2007	6,500.00
8	11/20/2007	11/20/2007	12/20/2007	6,500.00
9	12/20/2007	12/20/2007	1/20/2008	6,500.00
10	1/20/2008	1/20/2007	2/20/2008	6,500.00
11	2/20/2008	2/20/2008	3/20/2008	6,500.00
12	3/20/2008	3/20/2008	4/20/2008	6,500.00
13	4/20/2008	4/20/2008	5/20/2008	6,500.00

6. **SUBLETTING:** Without first requesting permission from the Owner(s), Resident(s) agrees not to assign this agreement, nor to sub-let any part of the property, nor to allow any other person to live therein other than the following:

1. Surname, Name of the Resident: _____
2. Surname, Name: _____
Relation to the Resident: _____
3. Surname, Name: _____
Relation to the Resident: _____
4. Surname, Name: _____
Relation to the Resident: _____
5. Surname, Name: _____
Relation to the Resident: _____
6. Surname, Name: _____
Relation to the Resident: _____

Further, that covenants contained in the House Rental Contract, once breached, cannot afterward be performed; and that eviction proceedings may be commenced at once without notice.

7. **OWNER’S STATEMENTS:** All rights given to the Owner(s) by this agreement shall be cumulative in addition to any other laws which might exist or come into being. Any exercise or failure to exercise, by the Owner(s) of any right shall not act as a waiver of any other rights. No statement or promise of Owner(s) as to tenancy, repairs, alternations, or other terms and conditions shall be binding unless specified in writing and specifically endorsed.

8. **COURT COSTS:** This agreement shall be governed by the laws of the Republic of the Philippines. In the event that any portion of this agreement shall be found to be unsupportable under the law, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception.

9. **DEFAULT BY RESIDENT:** Any breach or violation of any provision of this agreement by Resident(s) or any untrue or misleading information in Resident(s)’s application shall give the Owner(s) the right to terminate this contract, evict the Resident(s) and to take possession of the residence. The Resident(s) agrees to a forfeiture of the security deposit and Owner(s) may still purse any remaining amounts due and owing.

9. **ACCEPTANCE OF PROPERTY:** Resident(s) accepts the "AS IS" condition of the property, waiving inspection of same by Owner(s) and agrees to notify Owner(s) of any defects. Resident(s) further agrees to indemnify or assure Owner(s) against any loss or liability arising out of Resident(s)’s use of the property.

10. **MAINTENANCE:** Resident(s) agrees to maintain the premises during the period of this agreement. This includes woodwork, ceilings, walls, floors, furnishings and fixtures, appliances, windows, screens doors, fences, plumbing, electrical, and mechanical systems. Tacks, nails, or other objects nailed or screwed into the walls or ceilings or floors will be removed at the termination of this agreement. Damage caused by tacks, nails, or other objects nailed or screwed into the ceilings or walls or floors; damage caused by rain and wind as a result of leaving windows or doors open, or damage caused by overflow of water, or stoppage of waste pipes, breakage of glass, and damage to screens, whether caused by abuse or

neglect is the responsibility of the Resident(s).

11. RESIDENT'S OBLIGATIONS: The Resident(s) agrees to meet all of Resident(s)'s obligations; including:

A. Taking affirmative action to insure that nothing exists which might place the Owner(s) in violation of applicable building, housing and health codes.

B. Keeping the dwelling/house clean, and sanitary; removing garbage and trash as they accumulate; maintaining plumbing in good working order to prevent stoppages and or leakage of plumbing, fixtures, faucets, pipes, etc.

C. Operate all electrical, plumbing, sanitary, and other appliances in a reasonable and safe manner.

D. Assuring that property belonging to the Owner(s) is safeguarded against damage, destruction, loss, removal, or theft.

E. Conducting him/herself, his/her family, friends, guests and visitors in a manner which will not disturb others. Resident(s) warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to do so will be grounds for termination of this agreement and loss of all deposits without further recourse.

13. CLEANING: Resident(s) accepts premises in its current state of cleanliness and agrees to return it in a like condition.

14. REMOVAL OF PROPERTY: Resident(s) agrees not to remove or alter in any way Owner(s)'s property without first requesting permission from the Owner(s). Any removal or alteration of Owner(s)'s property without permission shall constitute abandonment and surrender of the premises, and termination by the tenant of this agreement Owner(s) may take immediate possession and exclude Resident(s) from the property, storing all Resident(s) possessions at Resident(s)'s expense pending reimbursement in full for Owner(s)'s loss and damages.

15. REPAIRS: The Resident(s) should contact the Owner(s) for emergencies or for urgent and major repairs. In the event repairs are needed beyond the competence of the Resident(s), he/she is urged to arrange for professional assistance. Any improvement made by the tenant shall become the property of the Owner(s) at the conclusion of this agreement.

16. UTILITIES: Resident(s) shall be responsible for payments of all utilities, electricity, water and sewer charges, association dues, telephone or other bills incurred during their residency. They specifically authorize the Owner(s) to deduct amounts of unpaid bills from their deposits in the event they remain unpaid after the termination of this agreement.

17. PHONE: Resident(s) may install and maintain telephone service, and agrees to furnish to the owner the phone number, and any changes, within 3 days after installation.

18. VEHICLES: Resident(s) agrees to park **ONLY ON THE PAVED DRIVEWAY PROVIDED** his/her automobile described as follows:

Resident(s) agrees that no vehicle may be repaired in the paved driveway.

19. PETS: The Resident(s) specifically understands and agrees:

A. No pet which is attacked-trained or vicious, with a history of biting people or other animals, or of property damage will be kept on the premises;

B. That the Resident(s) is solely responsible for any and all damage to the Owner(s)'s property including, but not limited to the premises, blinds, wall, furnishings and appliances;

C. That in a like manner, he/she is responsible for any and all damage or loss to persons or property of others caused by the Resident(s)'s pet(s) and in this regard does hereby agree to hold the Owner(s) harmless for any such damage;

D. That all pet(s) should be maintained in a humane and lawful manner;

E. That all pet waste shall be removed and disposed of promptly, including waste in neighbor's yards distributed by Resident(s)'s pets;

F. That all pets shall be maintained so as to not cause annoyance to others.

20. RESIDENT'S ABANDONMENT: If Resident(s) leaves said premises **unoccupied for 15 days while rent is due and unpaid**, Owner(s) is granted the right hereunder to take immediate possession thereof and to exclude Resident(s) there from; removing at his/her expense all his/her property contained therein and placing it into storage at Resident(s)'s expense.

21. TERMINATION: After one month's rental payment has been received, this contract may be terminated by mutual consent of the parties, or by either party giving **written notice of at least 15 days prior to the end of any monthly period**. All parties agree that termination of this agreement prior to the

20th day of May, 2008 regardless of cause will constitute a breach of the tenancy as agreed on page 1 and all deposits shall be forfeited in favor of the Owner(s) as full liquidated damages at the Owner(s)'s option.

23. **RETURN OF DEPOSIT:** Thirty days after termination of occupancy, the Owner(s) will send the balance of the deposit to the address provided by the Resident(s), payable to the signatories hereto, or Owner(s) will impose a claim on the deposit and so notify the Resident(s) by certified letter. If such written claim is not sent, the Owner(s) relinquishes his right to make any further claim on the deposit and must return it to the Resident(s) provided Resident(s) has given the Owner(s) notice of intent to vacate, abandon, and terminate this agreement proper to the expiration of its full term, at least 7 days in advance.

24. **RELEASE OF DEPOSIT:** Release of security deposit is subject to the provisions as follows:

- A. The full term of this agreement has been completed.
- B. Formal written notice has been given.
- C. No damage or deterioration to the premises, structures, or grounds is evident.
- D. The entire dwelling/house, appliance and closets are clean and left free of insects, and all debris and garbage have been removed from the property; walls, ceilings and floors are cleaned and left odorless.
- E. Any and all unpaid charges, delinquent rents, utility charges, etc., have been paid in full.
- F. All keys have been returned, including keys to any new locks installed while Resident(s) was in possession.
- G. A forwarding address has been left with the Owner(s).

26. **OWNERS AGENTS AND ACCESS:** The Owner(s) may be represented by an agent who will carry identification. Resident(s) specifically agrees to permit the Owner(s) or agent(s) access to the premises for the purposes of inspection, repairs, or to show the property to another person at reasonable hours, on request.

27. **RENEWAL TERM:** At the end of initial term herein, Owner(s) may elect to renew for another term but at a **rental increase of FIVE HUNDRED PESOS IP 500.001 to the current agreed rental pay.**

30. **ACKNOWLEDGMENT:** In this agreement the **Singular number** where used will also include the Plural, the Masculine gender will include the **Feminine**, the terms **Owner, Owners,** and Owner(s) will include Landlord, Lesser, and the terms **Resident, Residents, and** Resident(s) will include Tenant, Lessee. The below-signed parties acknowledge that they have read and understand all of the provisions of this agreement. This contract is bound by all heirs, executors, successors and/or assigns.

31. **LEGAL CONTRACT:** This is a legally binding contract. If you do not understand any part of this contract, seek competent legal advice before signing.

32. **RIGHT TO SIGN:** The individual(s) signing this House Rental Contract as to Resident(s) stipulates and warrants that he/she has the right to sign for and to bind all occupants.

IN WITNESS WHEREOF, the parties hereto have set their hands this 2007, at day of May,
Manila

GERALDINE Q. GALINATO
Resident

CELESTINO ALFARO
Resident’s Immediate Relative / Occupant

Mary Rose C. Ingles
Owner

Antonio Levy S. Ingles, Jr.
Owner

SIGNED IN THE PRESENCE OF:

WITNESS

WITNESS

REPUBLIC OF THE
PHILIPPINES} CITY OF MANILA}

SS.

NAME	COMMUNITY TAX NO:/ PASSPORT NUMBER	DATE/PLACE ISSUED
Antonio Levy S. Ingles, Jr.	PP0390709	November 10, 2004/Manila
Geraldine Q. Galitano	<u>QQ0883199</u>	<u>August 15, 2005/ Manila</u>

BEFORE ME, a Notary Public, for and in Manila personally appeared the following persons:
known to me and to me known to be the same persons who executed the foregoing instrument and
acknowledgement to me that the same is their free and voluntary act and deed.

This instrument refers to as House Rental Contract of a two-bedroom residential unit located at
Lot 6, Block 20, Royal South Townhomes, Marcos Alvarez Avenue, Talon 5, Las Pinas City, Metro
Manila, consisting of five (5) pages including this one wherein this acknowledgement is written and has
been signed by the parties hereto and their instrumental witnesses at the upper portion of this page and left
hand margin of all other pages hereof.

WITNESS MY HAND AND SEAL, this

2007

PROMISORY NOTE DOCUMENT:

I, **GERALDINE O. CAM NATO** Resident(s), of legal age, with residence and postal address at 6 Manganese Road, Pilar Village, Las Pinas, Metro Manila, **PROMISED TO GIVE ALL THE ELEVEN (11) POST DATED CHECKS** on or before the 20th of June 2007, payable to **ANTONIO LEVY S. INGLES. JR..** Owner(s), as monthly rent payments from June 20, 2007 to May 20, 2007 of the Owner(s)’ house located at **Lot 6, Block 20, Royal South Townhomes, Marcos Alvarez Avenue, Talon 5, Las Pinas City, Metro Manila**

SCHEDULE OF PAYMENT of 11 PDCs from June 20, 2007 to May 20, 2007:

			Payment in PDCs	
		From	To	PDCs
1	6/20/2007	6/20/2007	7/20/2007	Php 6,500.00
2	7/20/2007	7/20/2007	8/20/2007	6,500.00
3	8/20/2007	8/20/2007	9/20/2007	6,500.00
4	9/20/2007	9/20/2007	10/20/2007	6,500.00
5	10/20/2007	10/20/2007	11/20/2007	6,500.00
6	11/20/2007	11/20/2007	12/20/2007	6,500.00
7	12/20/2007	12/20/2007	1/20/2008	6,500.00
8	1/20/2008	1/20/2007	2/20/2008	6,500.00
9	2/20/2008	2/20/2008	3/20/2008	6,500.00
10	3/20/2008	3/20/2008	4/20/2008	6,500.00
11	4/20/2008	4/20/2008	5/20/2008	6,500.00

Failure to FUFILL THIS PROMISED AS STATED ABOVE will result to Resident(s) and other occupants to **freely and voluntarily self evict themselves from the Owner!sf house.**

The Resident(s)/ Occupant(s) hereto have set their hands this 20th day of May, 2007, at Lot 6, Block 20, Royal South Townhomes, Marcos Alvarez Avenue, Talon 5, Las Pinas City, Metro Manila

GERALDINE Q. GALINATO
Resident

CELESTINO ALFARO
Occupant

MIA ALFARO Occupant

JED ALFARO
Occupant