

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

DEPARTMENT OF LABOR AND EMPLOYMENT-CORDILLERA ADMINISTRATIVE REGION (DOLE-CAR), a National Government Agency, represented by its Regional Director, **EXEQUIEL RONIE A. GUZMAN, CESO IV**, with office address at Cabinet Hill, Baguio City, herein referred as **LESSEE**,

-and-

THE LOCAL GOVERNMENT OF LUNA, APAYAO, represented by the Municipal Mayor **JOSEPHINE MENOR-BANGSIL**, of legal age, Filipino, with residence and postal address at Barangay Poblacion, Luna, Apayao, herein referred as **LESSOR**,

WITNESSETH

WHEREAS, the LESSEE is in need of office space for its DOLE-Apayao Field Office for CY 2020 and requested to the LESSOR the renewal of the existing lease contract for the office space currently occupied by DOLE-Apayao Field Office:

WHEREAS, the LESSOR, as the lawful and absolute owner of the building currently occupied by DOLE-Apayao Field Office, located at Poblacion, Luna, Apayao agrees to lease the office space currently occupied by DOLE-Apayao Field Office to the LESSEE, under the following terms and conditions:

1. **TERM** – the term of the contract of lease shall be for the period of One year, effective January 1, 2020 to December 31, 2020, and is renewable upon mutual agreement of both parties.
2. **RENTAL** – the LESSEE shall pay the LESSOR or its duly authorized representative, the monthly rental of **SIX THOUSAND SEVEN HUNDRED FIFTY PESOS ONLY (Php 6,750.00)** payable in advance within the first twenty days of each month. Herein, LESSOR agrees to lease to the LESSEE the office space currently occupied by DOLE-Apayao Field Office.

The LESSEE's obligation to pay the rental fee shall in no way be affected, impaired or suspended by the inability of the LESSOR to comply with any of its obligations by reason of force majeure, fortuitous event or unforeseen circumstances.



CONTRACT OF LEASE

3. UTILITY CHARGES – the LESSEE shall be responsible for the payment of utilities such as electric power, water services, communication services and other services that may arise in connection with its operation and occupation of the leased area.
4. IMPROVEMENTS – the LESSEE shall be free to introduce any improvements necessary to its operation to the leased area, upon approval of the LESSOR. Any improvements made by the LESSEE during the period of the contract, if detachable and without causing any damage to the building may be removed by the LESSEE. Improvements made by the LESSEE during the period of the contract, which will cause damage to the building, if removed, shall belong to the LESSOR. The LESSEE shall not be entitled to any reimbursement for such improvements. All other movables shall remain the property of the LESSEE.
5. SUB-LEASING – the LESSEE shall not directly or indirectly sublease, assign or transfer his interest under this Contract of Lease to anyone in whole or in part, without prior written consent of the LESSOR.
6. REPAIRS AND MAINTENANCE – it is hereby agreed that the LESSEE shall, at all times and at its own cost, maintain the LEASED PREMISES and its immediate surroundings in good and safe condition. The LESSOR grants the LESSEE or its authorized representatives, Twenty Four (24) hour daily access to the LEASED PREMISES to perform repair, maintenance and installation, provided that prior written notice is given to the LESSOR, except in cases of emergency repair.
7. ACCESS TO THE LEASED PREMISES – the LESSOR or its representatives shall be allowed to inspect the LEASED PREMISES at any time provided prior notice is given to the LESSEE. The LESSOR or its representative shall be responsible for all acts and omissions they may commit while in the LEASED PREMISES.
8. TERMINATION OF CONTRACT – this contract may be terminated by EITHER PARTY after giving at least 30-day prior notice to the other party, based on valid cause/ground.

The termination of this contract shall be without prejudice to the right of the LESSOR to collect any unpaid rentals from the LESSEE.

Two handwritten signatures in black ink, one appearing to be a stylized 'J' and the other a more complex signature.