

Republic of the Philippines
Economic Enterprise
Office of the City Administrator
Davao City

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into this ___ day of _____, 20____, at Davao City, Philippines by and between:

CITY OF DAVAO, a public corporation duly existing under and by virtue of the laws of the Philippines, represented in this act by its City Mayor and/or the City Administrator, hereinafter called the LESSOR,

And

Mr./Mrs. _____ of legal age, Filipino, married/single, whose address as appearing in proof of billing is, _____ Philippines, hereinafter called the LESSEE.

WITNESSETH

That the LESSEE is the awardee and the actual occupant of _____ this City, who are engaging or doing business thereon,

That LESSOR hereby leases the aforesaid stall in favor of the abovementioned LESSEE, subject to the following terms and conditions :

1. That this Contract of Lease shall be for a period of two (2) years from date of signing hereof and shall be renewable every year thereafter, unless sooner cancelled or revoke for cause;
2. That the LESSEE shall pay two (2) months deposit and one (1) month advance to the LESSOR upon signing of this contract;
3. That the LESSEE shall, at all times, keep the stall/booth or space in good sanitary condition including the immediate surroundings thereat;
4. That the LESSEE shall provide their own garbage receptacles and cleaning materials as prescribed by the Market Supervisor, and shall strictly comply with all sanitary rules and regulations existing or which may be promulgated thereafter
5. The failure of the LESSEE to maintain the same in good sanitary condition after two (2) warnings by the Market Supervisor shall be sufficient ground for the revocation of this contract by the LESSOR
6. That the LESSEE shall pay corresponding rent for the stall/booth or space including business permit or license and taxes; in the amount and manner prescribed by existing ordinance;

7. The LESSEE may, subject to the approval of the LESSOR, renew the Contract within twenty (20) days before its expiry date, provided that in case the same is not renewed but the LESSEE continuously occupy the stall/booth or space with the written consent of the LESSOR, the extension shall be understood as running from month to month only, under the same terms and conditions herein stipulated and may be terminated by either party by means of written notice serve upon the other party at least fifteen (15) days in advance prior to the date of such termination. However, should the continuous occupation by the LESSEE after the expiry date is without the written consent of the LESSOR, the LESSOR is herein authorized to extra-judicially evict the LESSEE from the stall/booth or space without notice and without liability on the part of the LESSOR whatsoever;
8. That the business to be conducted in the stall/booth or space shall belong exclusively to the herein LESSEE and the latter shall not use the same as his dwelling or sleeping quarter;
9. That during the existence of this contract; the herein LESSEE shall at all times post his picture and that of his helper/s, if any, which is conveniently framed and hung up in conspicuous place of stall/booth;
10. That the LESSEE shall not sell, convey, or transfer his privilege over the stall/booth or space without the approval from the Market Committee or otherwise sublease or permit another person to engage/conduct therein, violation thereof shall be sufficient ground for the revocation of this contract;
11. That LESSEE shall not use the privilege to the stall/booth or space, whether directly or indirectly, as collateral or security for any loan agreement with any public or private entity;
12. That any given time, should the market stall/booth or space be used for a purpose other than which is intended or remain closed or idle for the least thirty (30) consecutive days, the same shall be declared abandoned and the contract is *ipso facto* revoked, if it is still subsisting, by the Market Committee;
13. That LESSEE shall not be allowed to lease, occupy or acquire more than one (1) stall/booth or space in the aforesaid market, violation hereof is sufficient ground to revoke all stalls/booth or space he is presently occupying;
14. The non-payment of the monthly rental within the first twenty (20) days after it has become due and demandable shall be sufficient cause for revocation of this contract;
15. That the LESSEE shall not in any manner alter the structure and/or make any extension of the stall/booth or space without prior approval from the City Administrator or Manager of Economic Enterprise;
16. That the LESSEE shall cause for the installation of electric meter from Davao Light and Power Company (DLPC) and water meter from Davao City Water District (DCWD), respectively, for their own use of electric and water, if not possible, through loan meter;

However, if any or both of the consumption is determined through loan meter, the non-payment of which within five (5) days after it falls due, The LESSOR or his authorized representative shall have the right to cut off the supply of water and/or electric current without further notice to the herein LESSEE;
17. That the LESSEE shall provide padlocks and other protective devices to ensure the safety of their wares, goods and other products inside the stall/booth or space occupied;

18. That the LESSEE shall provide a signage/signboard to be placed in the upper front portion of the stall/booth or space, the size and design thereof shall be prescribed by the LESSOR for immediate determination of the actual occupant therein by the management and the consuming public;
19. That the LESSEE shall not permit or allow any person to engage any illegal, immoral, offensive, noisy, dangerous trade or business to be conducted on the leased stall/booth or space;
20. That the LESSEE shall not affix, inscribe, or paint any notice, sign or other advertising medium or any part inside or outside his stall/booth/space or building except upon written permission of the LESSOR;
21. That the LESSEE shall comply with all rules and safety regulations promulgated from time to time by the LESSOR and/ or health and other authorities arising from or regarding the use, occupancy, or sanitation of the leased stall/booth or space;
22. That the LESSOR or his authorized representative shall have the right to enter the leased stall/booth or space at any reasonable time to inspect, examine, make alterations, repairs, cut off of water and / or electric supply, or for any purposes which is deemed necessary for the operation, maintenance, and management of the aforesaid market;
23. That the LESSEE shall not use or cover the fluorescent lamp and/ or bulb with any foil, colored cellophane, reflectorized materials or any deceptive devices nor use any sub-standard, non-calibrated or underweight weighing scale, violation of hereof is sufficient ground for the revocation of this contract and ejection of the LESSEE from his stall/booth or space;
24. The LESSEE shall not paint the ceiling of his/her stall into red, green or any color to make it appear that he/she is selling fish or any marine products, and meat or any carcasses or for any purpose/s of deception, violation hereof is sufficient ground for the revocation of this contract;
25. The LESSEE shall not sell, dispose and or possess any meat or carcasses not slaughtered at the City-owned Slaughterhouse/s or any National Meat Inspection Service (NMIS) approved Slaughterhouse/s.

The absence of Meat Inspection Certificate/s (MIC), upon demand on the meat or carcasses for sale, disposal and/ or possessions within the market premises is a ***prima facie*** evidence that the same is/are "**hot meat/s**" to be determined by the City Veterinarian Office or his authorized representative and the violation thereof is sufficient ground for the outright revocation of this contract and the eventual eviction of the Lessee from his stall/booth or space;

26. That the LESSOR, during the effectivity of this contract, shall not be liable for any injuries or damages suffered by the LESSEE, his employees, customers or guests while inside the stall/booth or premises within their immediate control for whatever cause or reason;
27. That any violation of the terms and conditions of this contract and other applicable laws, rules and regulations relative hereto shall be sufficient ground for extra-judicial revocation of the contract as well as the extra-judicial eviction of the LESSEE by the LESSOR from the stall/booth or space without incurring any liability from the latter.

**CITY OF DAVAO
LESSOR**

BY: _____
City Mayor

LESSEE

Signed in the presence of :

1. _____
Witness

2. _____
Witness

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Davao) S.S

BEFORE ME, NOTARY PUBLIC, for and in the City of Davao, Philippines, this _____ day of _____ 20 _____, personally appeared the following

	Gov't. Issued I.D.s	Issued on	Expiry date
_____	_____	_____	_____
_____	_____	_____	_____

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 executed in their free act and voluntary deed.

WITNESS MY HAND AND SEAL this _____ day of _____ 20 _____.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____;