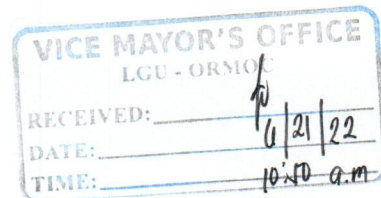
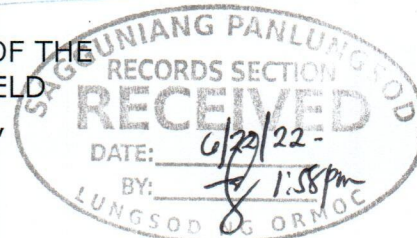


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE  
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD  
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,  
ORMOC CITY HALL BUILDING  
ON JUNE 20, 2022 IN LIEU OF  
JUNE 21, 2022



PRESENT:

Leo Carmelo L. Locsin, Jr.  
Roiland H. Villasencio,  
Tomas R. Serafica,  
Nolito M. Quilang,  
Jasper M. Lucero,  
Peter M. Rodriguez,  
Vincent L. Rama,  
Gregorio G. Yrastorza III,  
Lalaine A. Marcos,  
Esteban V. Laurente,

City Vice Mayor & Presiding Officer  
SP Member, Majority Floor Leader  
SP Member, Presiding Officer "Pro-Tempore"  
SP Member, 1<sup>st</sup> Asst. Majority Floor Leader  
SP Member  
SP Member  
SP Member  
SP Member  
SP Member

Joan Marbie C. Simbajon,  
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

Ex-Officio SP Member, Chapter President,  
Liga ng mga Barangay ng Ormoc  
Ex-Officio SP Member, Chapter President,  
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON LEAVE:

Eusebio Gerardo S. Penserga,

SP Member, 2<sup>nd</sup> Asst. Majority Floor Leader

**RESOLUTION NO. 2022-156**

**A RESOLUTION GRANTING AUTHORITY TO THE CITY  
MAYOR, RICHARD I. GOMEZ, OR THE OIC/ ACTING  
CITY MAYOR, TO ENTER INTO AND SIGN CONTRACT  
OF LEASE FOR AND ON BEHALF OF THE LOCAL  
GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH  
CLMB FOOD CORPORATION, REPRESENTED BY MR.  
CARLO LORENZO MARTINEZ BALTONADO, FOR THE  
LEASE OF COMMERCIAL SPACE A OF THE FORMER  
EXECUTIVE BUILDING LOCATED AT AND BOUNDED BY  
IÑAKI LARRAZABAL AVENUE, NAVARRO STREET, AND  
BURGOS STREET FOR THE PURPOSE OF OPERATING A  
RESTAURANT**

WHEREAS, this august Body was in receipt of an endorsement from the City Mayor's Office, dated June 17, 2022, requesting for an issuance of a resolution granting authority to the City Mayor or his representative to enter into and sign the Contract of Lease with CLMB Food Corporation to lease the Commercial Space A of the executive building;

WHEREAS, the City Administrator endorses to the City Mayor, dated June 17, 2022, the letter of intent from CLMB Food Corporation signifying its interest to renew the contract of lease pertaining to the Old Executive Building;

WHEREAS, the City Government owns a parcel of land located in and bounded by Iñaki Larrazabal Avenue, Navarro Street, and Burgos Street, as well as the improvement and structure erected thereon, commonly known as the Former Executive Building, all of which have been declared as PATRIMONIAL PROPERTIES of the City of Ormoc in the Sangguniang Panlungsod Resolution No. 2011-078 dated April 14, 2011;



WHEREAS, the aforementioned former Executive Building has a vacant area which LESSOR intends to lease out, totaling an area of 384.2014\_square meters;

WHEREAS, Ordinance No. 001 series of 2019, entitled an "ORDINANCE GOVERNMENTING THE LEASES OF THE FORMER EXECUTIVE BUILDING OF THE CITY GOVERNMENT OF ORMOC" provides for the mechanism and regulations applicable to the use, occupation and lease of the former executive building;

WHEREAS, in implementing Ordinance No. 001 series of 2019, the City Mayor issued Executive Order No. 68, RECONSTITUTING THE BIDS AND AWARDS COMMITTEE (BAC) FOR THE OLD EXECUTIVE BUILDING and tasked the body to perform such functions as may be necessary to determine and identify the lessee of all section of the former Executive Building who could and would present the highest competitive and qualifying bud for the best interest of the City;

WHEREAS, the Local Government Unit or Ormoc Bids and Awards Committee (BAC) issued Resolution No. 2021-01 recommending to the head agency that negotiated procurement be resorted pursuant to RA 9184, Rule X, Section 35.5, after a second failure of bidding/rebidding on the lease of Commercial Space A of the Old Executive Building of the Local Government Unit of Ormoc;

WHEREAS, LGU-Ormoc has been duly authorized and empowered under and by virtue of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, to perform various governmental and corporate functions such as, but not limited to, the leasing out of properties of the City of Ormoc which are patrimonial in character for the purpose of generating revenues for the use of the City of Ormoc;

WHEREAS, upon close and thorough examination of the Contract of Lease appended as ANNEX "A" and made an integral part of this Resolution, this Sanggunian finds that it is not contrary to law, contract, public safety and morals, that its aims are advantageous to LGU-Ormoc as it will generate revenues through its operation in line with the Local Government's thrust of good governance, proper fiscal management and the effective mobilization of its resources;

WHEREFORE, on joint motion of SP Member Jasper Lucero, Chairperson, Committee on Public Properties and SP Member Nolito M. Quilang, Chairperson, Committee on Laws and Ordinances, severally seconded by SP Members Roiland H. Villasencio, Tomas R. Serafica, Esteban V. Laurente and Joan Marbie C. Simbajon; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR, RICHARD I. GOMEZ, OR THE OIC/ ACTING CITY MAYOR, TO ENTER INTO AND SIGN CONTRACT OF LEASE FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH CLMB FOOD CORPORATION, REPRESENTED BY MR. CARLO LORENZO MARTINEZ BALTONADO, FOR THE LEASE OF COMMERCIAL SPACE A OF THE FORMER EXECUTIVE BUILDING LOCATED AT AND BOUNDED BY IÑAKI LARRAZABAL AVENUE, NAVARRO STREET, AND BURGOS STREET FOR THE PURPOSE OF OPERATING A RESTAURANT;

ADOPTED, June 20, 2022.

RESOLVED FURTHER, that a copy of the final and notarized Contract of Lease be furnished to this Sanggunian for its information and files;



RESOLVED FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc, Mayor Richard I. Gomez, the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer; the City Budget Officer; the City Treasurer's Office; the City Accountant; the City Auditor; the CPDO; the City Engineer; the City General Services Office; the Office of the Building Official; CLMB Food Corporation; the City Local Government Operations Officer - DILG; and all other offices concerned.

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.

  
MARIA ANTONIETA G. CO HAT  
Secretary to the  
Sangguniang Panlungsod

ATTESTED:

  
LEO CARMELO L. LOCSIN, JR.  
City Vice Mayor & Presiding Officer



**CONTRACT OF LEASE**

KNOW ALL MEN BY THESE PRESENTS:

This *Contract of Lease*, made and entered into this \_\_\_\_ day of \_\_\_\_\_  
at \_\_\_\_\_, by and between:

**THE CITY GOVERNMENT OF ORMOC**, a local government unit organized and existing under and by virtue of Philippine laws, with postal address at the Ormoc City Hall, Barangay Cogon, Ormoc City, represented herein by the City Mayor, **RICHARD I. GOMEZ**, hereinafter referred to as the LESSOR;

- and -

**CARLO LORENZO MARTINEZ BALTONADO**, of legal age, Filipino, the representative of CLMB Food Corporation, a juridical entity organized and existing under and by virtue of Philippine laws, with principal place of business at 184 London St. Brgy. Doña Feliza Mejia, Ormoc City, hereinafter referred to as the LESSEE;

**WITNESSETH: THAT**

WHEREAS the LESSOR, as a local government unit body politic, has been duly-authorized and empowered under and by virtue of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, to perform various governmental and corporate functions such as, but not limited to, the leasing out of properties of the City of Ormoc which are patrimonial in character for the purpose of generating revenues for the use of the City of Ormoc;

WHEREAS by virtue of Sangguniang Panlungsod Resolution No. 2011-078 dated April 14, 2011 the former Executive Building and the former Legislative Building of the City Government of Ormoc located in and bounded by Iñaki Larrazabal Avenue, Navarro Street, and Burgos Street, have already been declared as PATRIMONIAL PROPERTIES of the City of Ormoc;

WHEREAS, the aforementioned former Executive Building has a vacant area which LESSOR intends to lease out, totaling an area of 384.2014 SQUARE METERS;

WHEREAS the LESSEE has expressed an interest in and offered to lease a portion of the former Executive Building defined as Commercial Space "A", with the following specifications:

Commercial Space	Ground Floor Area	Outdoor Area	Second Floor Area	Total Area
A	170.1250	64.0764	150	384.2014

WHEREAS, the proposal of the LESSEE is in accord with Ordinance No. 001 (enacted September 3, 2019) and RA 9184;





WHEREAS, by virtue of Sangguniang Panlungsod Resolution No. \_\_\_\_\_ passed and approved on \_\_\_\_\_, the City Mayor of Ormoc City has been duly-authorized to execute and sign, on behalf of the City Government of Ormoc, the corresponding contract and agreement for the lease of the subject property;

WHEREAS, the LESSOR and the LESSEE have agreed to execute the corresponding contract and agreement of lease to formalize the terms and conditions that will govern the respective rights and obligations between the parties for the lease of the subject property;

NOW, THEREFORE, for and in consideration of the foregoing promises and of the mutual covenants and agreements hereinafter set forth, the LESSOR and the LESSEE hereby covenant and agree as follows:

**ARTICLE I.**  
**SUBJECT MATTER**

1. This Contract of Lease contemplates the lease and commercial use by the LESSEE, primarily for the operation of a restaurant of a portion of the patrimonial property consisting of the two-storey structure formerly known and utilized as the Executive Building located at and bounded by Iñaki Larrazabal Avenue, Navarro Street, and Burgos Street.
2. The LESSOR hereby transfers and conveys by way of LEASE in favor of the LESSEE a portion of the afore-stated property (hereinafter referred to as the LEASED PREMISES) specifically described as follows:

Commercial Space	Ground Floor Area	Outdoor Area	Second Floor Area	Total Area
A	170.1250	64.0764	150	384.2014

3. The LESSOR leases a portion of the LEASED PREMISES to the LESSEE on an "as is, where is" basis. The LESSEE hereby declares that it has inspected the LEASED PREMISES prior to the execution of this Lease Agreement, and acknowledges that it is fully satisfied with the conditions thereof. The LESSOR makes no warranty as to the condition, operational or structural capability, or as to any hidden defects of the property which the LESSEE warrants to know by virtue of the LESSEE's duty to inspect.

The LESSEE hereby agrees that the use of the subject property shall be devoted to and for the purposes stated in Article I, Section 1 of Ordinance No. 001. In no case shall the subject property, in whole or in part, permanently or temporarily, be used or operated as a lodging house, pension house, motel, massage parlor, day and or night club, drinking bar, Karaoke and/ or KTV Bar, "Ukay-ukay" or "Wag-wagan" or any similar establishment selling secondhand clothes, shoes, and other apparel, ticketing outlet and/or garage terminal for buses, vans, and other such vehicles for hire, Lotto outlet, Off-track Betting (OTB), E-Games, and other related establishments. In no case shall the LEASED PREISES be used for immoral or illicit purposes and illegal acts or purposes.

4. The LESSEE may not sign, encumber, or in any other manner transfer the lease or any portion thereof, or any interest, rights, participation, or contractual personality to another.





**ARTICLE II.**  
**TERM**

1. The TERM of this lease shall be for a period of TEN (10) YEARS from the time of the execution of this Contract of Lease. There shall be no implied renewal of this Contract.

**ARTICLE III.**  
**RENTAL RATE AND RELATED CONDITIONS**

1. The LESSEE hereby agrees to pay rentals in the **TOTAL MONTHLY RENTAL of ONE HUNDRED EIGHTY THREE THOUSAND NINE HUNDRED SIX PESOS and 8/100 centavos (Php 183,906.08)**, itemized as follows:  
GROUND FLOOR (Indoor) 170.125 sq. m. x Php 650.00/ sq. m.  
GROUND FLOOR (Outdoor) 64.0764 sq. m. x Php 325.00/ sq. m.  
SECOND FLOOR (Indoor) 150 sq. m. x Php 350.00/ sq. m.
2. The LESSEE shall pay the monthly rental within the first five (5) days of the month for which it is applicable at the Office of the City Treasurer of Ormoc without need of any demand.
3. The CONTRACT OF LEASE shall be subject to an escalation on the NET RENTAL RATE of SEVEN PERCENT (7%) per ANNUM which escalation shall begin on the SIXTH (6TH) YEAR of the CONTRACT OF LEASE until the same is terminated.
4. Upon the signing of the CONTRACT OF LEASE, the LESSEE shall pay TWO (2) MONTHS ADVANCE RENTAL AND TWO (2) MONTHS SECURITY DEPOSIT; the advance rental shall be applied on the first two (2) months of the lease period while the security deposit shall answer for whatever liability the LESSEE may incur during the period of the CONTRACT OF LEASE. Any remaining balance at the time of the expiration or termination of the CONTRACT OF LEASE shall be returned to the LESSEE.

The LESSEE shall be given a SIXTY (60) day rent-free period from the signing of the contract to construct or make the necessary renovations on the COMMERCIAL SPACES being leased which shall not be counted in the period of lease.

**ARTICLE IV.**  
**RIGHTS AND OBLIGATIONS OF THE PARTIES**

**A. Rights / Obligations of the LESSOR**

1. The LESSOR shall have the right to conduct a periodic review of the compliance by the LESSEE of the terms and conditions of the Contract of Lease and to require the latter in writing to perform such acts or to desist from performing prohibited acts, as may be correspondingly required or disallowed in the Contract of Lease, subject to the right of the LESSOR to PRE-TERMINATE the lease in the event of non-compliance.
2. The LESSOR has the right to terminate the lease contract for failure or refusal of the LESSEE to pay the rentals within a period of two (2) months, or for violation of any of the policies and guidelines as specified herein, as well as of the terms and conditions as provided in City Ordinance No. 01 without need of any Court action. Upon such pre-termination or upon expiration of the lease, the LESSEE shall deliver the building and shall be liable for such consequential damages which the City Government of Ormoc may suffer for failure to surrender the same. Furthermore,



upon such termination, the Business Permit(s) of the LESSEE and relative to their business(es) conducted in the leased premises, shall likewise be revoked.

3. To conduct periodic visits to the leased premises for regulatory purposes for the purpose of ensuring continuing and duly-certified compliance with all the fire, health, licensing, safety, and sanitation requirements, as well as compliance with the requirements imposed by special laws such as, but not limited to, provisions for ramps and other safety features required for persons with disabilities (PWD) in accordance with Republic Act No. 7277, otherwise known as the Magna Carta for Disabled Persons, and other related laws and regulations.
4. To acquire any and all constructions and renovations, at the end of the lease or upon its termination, which are permanent or fixed in nature or which cannot be removed without damaging the corresponding area or portion of the LEASED PREMISES to which they are attached or affixed without any obligation to reimburse the LESSEE for such acquisition.

**B. Obligations of the LESSEE**

1. To secure the requisite BUSINESS AND REGULATORY PERMIT/S prior to its operation and every year thereafter, as well as all other city and national permits and licenses as may now or hereafter be required by law or subsequently deemed necessary and indispensable in accordance with the nature of lessee's business establishment.
2. To pay the MONTHLY RENTAL in the amount, extent, and manner, as aforesaid, without the necessity of express demand thereof.
3. To pay during the term of this lease, all charges for water, electric current, telephone and such other services in the LEASED PREMISES, which utilities and services shall solely be for the account of the LESSEE. The cost of installation of utilities within the LEASED PREMISES shall be for the account of the LESSEE; provided, that any installation shall be under the control and supervision of the LESSOR and the latter has the right to indicate where the meter connections shall be placed.
4. To pay the corresponding Real Property Tax (RPT) as the beneficial user of the areas leased and the land upon which the structure is located and not to invoke any exemption from the payment of the RPT as may be provided by law, regulation, or court declaration/decision.

The LESSEE shall likewise assume the payment of the Value Added Tax (VAT) which may be assessed against or collected from the LESSOR as a consequence of the CONTRACT OF LEASE.

5. To permit the LESSOR or his agents to enter and view the condition of the subject property at reasonable hours and in a manner that will not unreasonably or improperly disrupt the conduct of business of the LESSEE.
6. The LESSEE expressly undertakes that it is the SOLE PARTY contractually liable for payment of the MONTHLY RENTAL, and for the payment or settlement of all taxes, fees, and charges due.
7. To pay all fees and charges on the premium and documentation of the Comprehensive Insurance of commercial spaces leased thru the Government Service Insurance System (GSIS) that will be secured by the LESSOR. The LESSOR shall secure the policy with Government Service Insurance system (GSIS) with the LGU-



Ormoc as the designated beneficiary thereof in an amount to be determined by the GSIS and the LESSOR, which Comprehensive Insurance must be maintained and remain valid and effective during the entire period of the lease. The Comprehensive Insurance shall provide for full and comprehensive insurance protection of the leased properties from any and all damages, whether natural or man-made, including coverage against damages caused by Force Majeure and / or Acts of God. The fees shall be assessed against the LESSEE by the LESSOR, in proportion to the area of the LEASED PREMISES, and must be paid by the LESSEE to the LESSOR within FIVE (5) days from receipt of the notice of assessment made by the LESSOR.

It shall be optional on the part of the LESSEE to secure and maintain such other insurance or indemnity to cover its third-party liability which may accrue in the course of the conduct of its business. In the event that the LESSEE chooses to secure such insurance or indemnity coverage, the LESSEE shall submit copies thereof to the LESSOR.

8. To submit for the prior consideration and written approval of the LESSOR all structural, engineering, and architectural design plans involving any and all renovations, improvements, and other construction and civil works at the subject property such as, but not limited to, installation of toilet fixtures, air conditioning, telephone, lights and other facilities, and any other kind of construction or renovation of the same or any portion thereof. In no case shall the LESSEE undertake any renovation or construction for the purpose of adding additional floors, stories, or mid-level structures or super-structures. All such renovations, improvements, and constructions shall be at the sole expense of the LESSEE.

Relative thereto, and for the purpose of maximizing the utilization and achieving the best use of the COMMERCIAL SPACES of the EXECUTIVE BUILDING in accordance with the intents of Ordinance No. 01 and thrusts of the City Government of Ormoc, the use, possession, design and occupation of the Executive Building shall be subject to guidelines and issuances issued by the Local Chief Executive.

9. To ensure that the landscape, common areas for public use such as walkways and concrete pavements and other appurtenances adjacent to their leased areas shall be preserved, enhanced, and maintained at their own cost. Any alterations, renovations, repairs, and improvements on the adjacent landscape, common areas and other appurtenances shall likewise be subject to the prior approval of the LESSOR.
10. In relation to the two (2) immediately preceding paragraphs, the LESSEE shall secure, within one (1) month from the date of the signing of the Contract of Lease a Performance and Indemnity Bond in an amount to be determined by the LESSOR and the LESSEE with the Government Service Insurance System (GSIS), or with a reputable and established private assurance corporation approved by the LESSOR with LGU-Ormoc as beneficiary which Performance and Indemnity Bond shall answer for any and all damages arising from any unauthorized or unapproved renovations, demolitions, and other analogous acts made on the subject properties.

#### **ARTICLE V.**

#### **DEFAULT AND CANCELLATION**

1. In the event of non-payment of the rentals when due, the LESSEE shall be liable to pay a surcharge of TWENTY-FIVE PERCENT (25%) of the amount due and interest of TWO PERCENT (2%) PER MONTH of the unpaid rentals of including the applicable surcharges, if any, until the rental is fully paid but in no case shall the total interest on the unpaid rentals or portion thereof exceed THIRTY SIX (36) MONTHS.



2. The LESSOR may cancel or terminate this Lease Agreement, upon the happening of any of the following events:
  - i. The LESSEE fails to pay its monthly rent when the same falls due, for a period of two (2) months.
  - ii. The LESSEE fails to remit LESSOR'S percentage participation in the sub-lease rentals, if any, when the same falls due.
  - iii. The LESSEE uses the LEASED PREMISES for purposes other than those specified herein, without prejudice to the options available to LESSOR under Section 1, Article IV hereof.
  - iv. The LESSEE violates any of the other terms and conditions of this Lease Agreement or fails to get the necessary permits from the national and/or local government units / agencies.
  - v. Any grounds similar to the foregoing.

#### **ARTICLE VI. MISCELLANEOUS**

1. In case of complete loss or damage to the LEASED PROPERTY and/or the improvements therein, during the term of this lease, the LESSOR shall have the option to reconstruct or restore the lost or damaged LEASED PROPERTY and/or the improvements therein, to their original condition or to consider this lease automatically terminated. In case of damage in part, rental shall be reduced in proportion to the remaining tenantable or useable area.
2. The PARKING AREAS surrounding the EXECUTIVE BUILDING as reflected in Annex "A" of Ordinance No. 001, shall retain their character as public areas for the use of the general public. These parking areas may be utilized by the LESSEE and its customers or clients for their motor vehicles on a first-come-first-serve basis.
3. Subject to prior written consent of the LESSOR, the LESSEE may install, erect or affix upon the LEASED PREMISES, signs or advertisements as may be necessary to promote and/or advertise the business in which it is engaged in. In requesting the approval of the LESSOR, LESSEE should submit a description and the specification of its proposed sign or advertisement.
4. The LESSEE shall, at its own expense, maintain the LEASED PREMISES in a clean and sanitary condition free from noxious odors, disturbing noises or other nuisances. The LESSEE, its employees, agents or representatives shall not in any manner damage or deface any part of the LEASED PREMISES.

The LESSEE shall comply with any and all reasonable rules and safety regulations which may be promulgated from time to time by the LESSOR, together with all the rules, regulations, ordinances or laws made by the duly constituted authorities; including that of the National government or any of its agencies and instrumentalities, arising from or regarding the use, occupancy and sanitation of the LEASED PREMISES.

5. The LESSEE shall not introduce, keep, deposit or store in the LEASED PREMISES or any obnoxious substance or inflammable material or substance not reasonably connected with the herein stated purpose of the lease which might constitute a fire hazard, without the prior written consent of the LESSOR. The LESSEE shall also not install within the LEASED PREMISES any apparatus, machinery or equipment which may cause obnoxious tremors or noises nor store newspapers, cartons, wood, or other articles of light nature which may expose the



LEASED PREMISES to fire or increase the fire hazard of the Leased Property or change its insurance rate.

6. The cost of general maintenance and upkeep of the LEASES PREMISES shall be for the account of the LESSEE. The LESSEE shall keep the LEASED PREMISES in a clean, safe and sanitary condition and introduce all the needed repairs at all times. The LESSEE shall dispose all its garbage, waste, and other pollutants in accordance with the rules promulgated by the national or local government. All major repairs resulting from damages not attributable to the LESSEE's negligence shall be for the account of the LESSOR. For purposes of this contract, repairs in amount not exceeding TWENTY THOUSAND PESOS (P20,000.00) per occurrence of repairs shall be considered as minor repairs.

In case of damage to the LEASED PREMISES or its appurtenances by fire, earthquake, volcanic eruption, war or any unforeseen cause, the LESSEE shall give notice to the LESSOR within a reasonable time. In the event that the LESSEE through its own fault or negligence or that of its employees, agents or representatives, damages the LEASED PREMISES and LESSEE fails to repair the damage within a reasonable time, then the LESSEE shall be liable to LESSOR for liquidated damages in an amount equivalent to six (6) months rent without prejudice to such other amounts as may be due LESSOR under this agreement and/or the law.

7. The LESSOR reserves the right to assign, transfer or encumber any of its rights and interests under this Lease Agreement to any entity without the need of obtaining the consent of the LESSEE except to notify the latter of the same. In the event of such transfer, assignment or encumbrance, the rights and interest of the LESSEE under this agreement shall be respected and observed in its entirety by such assignee, transferee or mortgagee, and for the entire term hereof unless otherwise mutually agreed upon by the parties including the LESSEE.
8. Upon the termination of this contract for any reason whatsoever, the LESSEE shall peacefully and immediately vacate the LEASED PREMISES and return possession thereof to the LESSOR in good and tenantable condition, devoid of all occupants, equipment and effects of any kind.

Failure of the LESSEE to return the LEASED PREMISES as provided herein shall make it liable to pay liquidated damages to the LESSOR in an amount equivalent to six (6) months rent without prejudice to such other amounts as may be due LESSOR and/or such other remedies available to the LESSOR under this Lease Agreement and/or under the law.

9. Upon the failure of the LESSEE to comply with any of the terms and conditions of this lease or its failure to vacate and return the premises as provided herein, the LESSOR shall have the right, upon five (5) days written notice to the LESSEE, or upon written notice posted at the entrance of the LEASED PREMISES for the same period, to enter and take possession of the said premises, without need of resorting to any court action, holding, taking custody and impounding such possessions and belongings of the LESSEE found therein after conducting an inventory of the same in the presence of witnesses, until such time that all the rentals, interests, penalties, unpaid utility bills, damages or other amounts due to the LESSOR has been fully settled by the LESSEE. All these acts being hereby agreed to by the LESSEE as tantamount to its voluntary vacation of the LEASED PREMISES without necessity of suit in court and authorizing LESSOR to use all necessary and reasonable force to break open doors and to enter the premises and take actual possession thereof, and such entry and use of reasonable force should





not be regarded as trespass, nor be sued as such, or in any wise be considered as unlawful.

10. The LESSEE shall hold LESSOR free and harmless from any loss, damage, injury suffered by the LESSEE, its agents or employees, clients, guests or customers or other third persons arising out of the use of the LEASED PREMISES by the LESSEE, its agents, employees, clients, guests, or customers including but not limited to, claims for property damage, personal injury or wrongful death, or losses or damages occasioned by reason of any event or cause which could not be foreseen, or which, though foreseen, were inevitable such as but not limited to fire, earthquake, lightning, typhoons, flood, volcanic eruption, robbery, theft or other crimes. In addition, the LESSOR shall not be liable nor responsible:
  - (i) For the presence of bugs, vermin, rats, insects, or other similar creatures, if any, in the Leased Properties;
  - (ii) For the failure of electrical and/or water supply due to causes beyond LESSOR's control;
  - (iii) For any injury, loss or damage which the LESSEE, its agents or employees, might sustain while in the LEASED PREMISES due to causes attributable to the fault of said LESSEE, employees, agents and/or representatives, or those of its clients, guests or customers;
  - (iv) For any damage done or occasioned by, or arising from the plumbing, gas, water, and/or other pipes or air-conditioning system or for the bursting, leaking or destruction of any tank, cistern, washers, and water closets or waste pipelines in, above, upon, or about said LEASED PREMISES, nor for any damage arising from or attributable to acts of negligence of the LESSEE or its agents, employees, representatives or any and all other persons over which the LESSOR has no control.
11. The failure of the LESSOR to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any of the rights or remedies that the LESSOR may have, nor shall it be construed as a waiver of any subsequent breach or default of its terms, conditions and covenants which shall continue to be in full force and effect. No waiver by the LESSOR of its rights under this Lease Agreement shall be deemed to have been made unless expressed in writing and signed by the LESSOR.
12. Any amendments or additional terms and conditions to this Lease Agreement must be in writing.
13. In case of any dispute arising in connection with this Lease Agreement, the parties hereby agree that the venue for the settlement of the dispute shall fall exclusively within the jurisdiction of the proper courts in the City of Ormoc, Philippines, to the exclusion of all other courts.

#### **ARTICLE VII.** **COMPLETENESS CLAUSE**

1. The provisions of City Ordinance No. 01 Series of 2019 providing for guidelines for the lease of the LEASED PREMISES shall form part and parcel of this Contract of Lease. In the event of any amendment to the Ordinance or any portion thereof, the terms thereof shall be deemed incorporated in this Contract and shall require the execution of another contract, provided that rights already acquired shall not be prejudiced. Other than the provisions embodied in City Ordinance No. 01, and the provisions of applicable laws, the foregoing terms and conditions embody the entire agreement of the PARTIES and shall supersede and modify any and all previous verbal or written agreements, discussions, and commitments.



2. Any and all amendments, revisions, or supplements to this Contract of Lease shall only be effective if the same shall be executed in writing and signed and attested to by the PARTIES.

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands on the date and in the place above-stated.

CITY GOVERNMENT OF ORMOC  
LESSOR

CLMB FOOD CORPORATION  
LESSEE

By:

RICHARD I. GOMEZ  
City Mayor

CARLO LORENZO MARTINEZ BALTONADO

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public, for and in \_\_\_\_\_, personally appeared the following persons with their respective competent proof/s of identification:

RICHARD I. GOMEZ	
CARLO LORENZO M. BALTONADO	

the duly-authorized signatories-parties to the foregoing Contract of Lease consisting of \_\_\_\_\_ PAGES, including the page on which this Acknowledgement appears, and they acknowledged to me that the said agreement and the provisions therein were executed of their own free and voluntary act and deed.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2022.

