

LEASE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Lease Contract is entered into by and between:

_____, of legal age, Filipino citizen, and with residence and postal address at _____, hereinafter referred to as the "LESSOR",

-and-

_____, of legal age, Filipino citizen, and with residence and postal address at _____, hereinafter referred to as the "LESSEE",

RECITALS

1. LESSOR is the legal owner of a 2-storey commercial building located at _____ Metro Manila, with full power and authority to enter into a lease thereon or otherwise administer the same.

2. LESSEE desires to lease from LESSOR a portion of the aforesaid building, and the parties have agreed to enter into a lease agreement defining all rights, duties, and liabilities of the parties therein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, the parties agree as follows:

1.0. LEASED PREMISES

1.1. LESSOR agrees to demise and rent unto to LESSEE a portion of the _____ floor of said building, with an area of _____ square meters, more or less, as shown in a drawing hereto attached as Annex "A" and made an integral part hereof (the "LEASED PREMISES").

2.0. PURPOSE OF LEASE

2.1. The LEASED PREMISES shall be used by LESSEE solely in the conduct of the business of _____, and all activities related thereto.

2.2. LESSEE shall not use the premises for any other purpose nor for any illegal, immoral, or ultra-hazardous activity, whether within or outside the scope of the business of LESSEE.

3.0. TERM OF LEASE

3.1. The term of this lease shall be for a fixed period beginning _____ and expiring on _____, unless sooner terminated for breach of the terms and conditions of this agreement. This contract may be renewed upon mutual agreement, subject to the escalation of the rentals at the rate of _____ (____) percent per annum, and to such other terms and conditions as may be mutually agreed upon.

4.0. RENT

4.1. LESSEE shall pay the LESSOR monthly rent of PESOS _____ (P_____), exclusive of value added tax and net of applicable withholding tax applied on such rental income. The value added tax shall be for the account of the LESSEE whereas the withholding tax shall be deducted from the monthly rentals and remitted on behalf and for the account of the LESSOR to the proper government authorities. The monthly rental shall be payable without the need of demand or any act or deed, at the above address of the LESSOR within the first five days of each month, commencing on _____, and continuing each month thereafter during the term of this lease.

4.2 Upon the execution of this agreement, LESSEE shall pay the LESSOR the sum of PESOS _____ (P_____) as guarantee deposit for the full and timely performance by the LESSEE of his obligations herein. In the event the LESSEE fails to remit to the LESSOR the amounts provided in Sec. 4.3, or if LESSEE terminates the lease or otherwise abandons the LEASED PREMISES prior to the expiration of the original or extended term of the lease, or violates the terms of this agreement, the said guarantee deposit shall be forfeited in favor of the LESSOR in the concept of liquidated damages. Otherwise this amount shall be

refunded to the LESSEE at the termination of the lease net of any rental or any amount payable by the LESSEE to the LESSOR under the terms hereof.

4.3 Upon the commencement of this lease, and not later than _____, the LESSEE shall pay to the LESSOR the following amounts:

- a) PESOS _____ (P_____) as advance rentals equivalent to two (2) months which shall be applied to the period corresponding to the last two (2) months preceding the expiration or termination of the lease.
- b) PESOS _____ (P_____) as rental for the month of _____.

5.0. SERVICE AND UTILITIES

5.1. LESSOR shall extend all assistance to LESSEE in securing separate water and electric connections to the leased space, including execution, signing, and submission of requirements imposed by the utility companies. The costs of such installations shall however be for the account of the LESSEE, but any deposit or investment required thereon shall be endorsed or assigned by the LESSOR in favor of the LESSEE.

5.2. All other utilities required by LESSEE on the premises, including janitorial and telephone services, shall be obtained by and at the expense of the LESSEE.

6.0. ALTERATIONS, ADDITIONS OR IMPROVEMENTS

6.1. LESSEE is authorized to renovate the leased premises in accordance with plans and specifications approved by local authorities, and to suit the business requirements of LESSEE. LESSEE shall not make other alterations, additions, or improvements on or to the premises without first obtaining the consent of LESSOR, and all alterations, additions and improvements that shall be made shall be at the sole expense of LESSEE, and shall remain on and be surrendered with the premises as part thereof at the termination of this Lease and shall become property of the LESSOR, without disturbance, molestation, or injury and without compensation to the LESSOR thereto. Nothing contained in this provision however, shall prevent LESSEE from removing all machines, equipment and trade fixtures customarily used in the business of the LESSEE.

7.0. ACCESS TO PREMISES

7.1. LESSEE shall allow LESSOR or his agents or employees the free access to the premises at all reasonable times for the purpose of inspecting or of making repairs, additions, or alterations to the premises.

8.0. QUIET ENJOYMENT

8.1. If LESSEE performs the terms of this lease, LESSOR will warrant and defend the LESSEE in the enjoyment and peaceful possession of the premises during the term hereof without interruption by LESSOR or any person claiming under him.

9.0. DEFAULT BY LESSOR

9.1. If the LESSOR fails or neglects to perform his obligations under the agreement, then LESSEE may, after reasonable notice in writing of not less than 30 days, terminate this lease.

10.0. DEFAULT OF LESSEE

10.1. If any rents shall be and remain unpaid when these rents shall become due, or if LESSEE violates or defaults in any of the provisions of the Lease, then LESSOR may cancel this lease by giving the notice required herein, and re-enter the premises, without prejudice to his right to forfeit the guarantee deposit as provided hereinabove.

11.0. WAIVER OF BREACH

11.1. The waiving of any of the provisions of this lease by any party shall be limited to the particular instance involved and shall not be deemed as waiver of any other rights or any other term of this lease.

12.0. TERMINATION AND SURRENDER

12.1. LESSEE shall surrender the premises within 30 days from receipt of notice of termination of this lease, or on the last day of

the term or expiration of the lease.

13.0. REMOVAL OF PERSONAL PROPERTY

13.1. LESSEE shall have the right to remove all personal property, trade fixture and equipment, whether attached to the premises or not, provided that these items can be removed without damage to the premises.

14.0. SUCCESSORS AND ASSIGNS

14.1. The covenants and stipulations of this lease shall be binding on the successors and assigns of LESSOR and on the successors-in-interest and assigns of LESSEE.

15.0. NOTICES

15.1. Except as otherwise required by statute, all notices required to be given pursuant to the provisions hereof may be sent by registered mail, postage prepaid, to the last known address of the party for whom the notice is intended.

IN WITNESS WHEREOF, the parties have hereunto executed this lease at _____ this ___day of _____200__.

(LESSOR)

(LESSEE)

IN THE PRESENCE OF

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S.S.

BEFORE ME this day personally appeared:

Name _____ Com Tax Cert. No. _____ Date/Place of Issue _____

to me known and known to me to be the same person/s who signed and executed the foregoing Agreement and each acknowledged to me that the same is executed as his free and voluntary act and deed for the uses and purposes therein set forth.

I further certify that said document consists of (__) pages including this one and signed by the abovenamed parties and the witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal in _____, this _____.

Doc. No. _____

Page No. _____

Book No. _____

Series of 200_.