

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

ASSOCIATED LABOR UNIONS (ALU) – TUCP, represented by its National President, **MICHAEL DEMOCRITO C. MENDOZA**, and **GERARD R. SENO**, National Executive Vice-President, of legal ages and with postal address at Ground Floor, ALU Building, Kauswagan Highway, Cagayan de Oro City, hereinafter referred to as the **LESSOR**;

-and-

OFFICE OF THE OMBUDSMAN in MINDANAO, a government agency duly created, organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal address at Corner Earth and Libra St., GSIS Heights, Matina, Davao City, duly represented by Deputy Ombudsman **RODOLFO M. ELMAN**, hereinafter referred to as the **LESSEE**;

WITNESSETH:

WHEREAS, as a result of a Negotiated Procurement conducted by the Bids and Awards Committee (BAC) in accordance with the provisions of Republic Act No. 9184 and its Implementing Rules and Regulations as amended, the LESSOR'S proposal came out to be the Lowest Calculated and Responsive Bid and the LESSEE has accepted the offer of the LESSOR;

NOW THEREFORE, for and in consideration of the foregoing premises, the LESSOR leases unto the LESSEE and the LESSEE hereby agrees on the following:

TERMS AND CONDITIONS

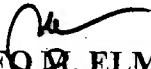
1. **PERIOD:** The Lease shall be for a period of one (1) year commencing on January 21, 2019, and ending on December 31, 2019, the extension of which shall be subject to negotiation by both parties under the same terms and conditions of this Contract. The LESSEE, however, is given the option to shorten the above-mentioned period and/ or vacate the said premises provided a prior written notice is given to the LESSOR at least 30 days in advance;
2. **RENT:** During the duration of this Lease Contract, the LESSEE shall pay the LESSOR, a monthly rental of SIXTY THREE THOUSAND TWO HUNDRED FORTY NINE & 12/100 (P 63,249.12), inclusive of withholding tax and Percentage tax, within reasonable time after receipt of the accurate and correct billing statement;
3. **PURPOSE:** The leased premises, consisting of 249 sq. meters including its parking space and service areas, shall be used by the LESSEE as its office in connection with the performance of its duties and functions;

4. **TAXES:** Except for the 5% withholding tax and 3% Percentage tax, the LESSOR shall be solely responsible for the payment of taxes, assessments and other charges, whether of the national or local government, which may be imposed or levied upon the property;
5. **SECURITY DEPOSIT:** The security deposit in the amount of EIGHTY EIGHT THOUSAND EIGHT HUNDRED PESOS & 00/100 (P88,800.00) posted by the LESSEE for the expired contract of lease shall be retained by the LESSOR to serve as the security deposit for this Lease Contract. The same shall answer for damages and obligation for utilities such as water, electricity, telephone and any other obligations resulting from any violation of the provisions of this contract. Upon termination of this lease, the LESSOR shall return the security deposit to the LESSEE net of all obligations that may be established, as may be agreed upon by both parties, to be due and owing by the LESSEE to the LESSOR;
6. **FACILITIES/UTILITIES:** The electricity, air-conditioning system, telephone connections, internet connection, comfort rooms, parking space and other public service or convenience used in the premises herein leased, as well as services of the security guards, during the period of the lease shall be exclusively for the account of the LESSEE;
7. **REPAIRS/ RECTIFICATIONS:** The LESSOR is responsible for the necessary repairs in the leased premises in order to preserve it for the purpose agreed upon, provided a notice of repair is given by the LESSEE;
8. **SALE OF LEASED PREMISES:** In the event that the ownership of or any right to the leased premises is transferred to any third party, the LESSOR shall undertake to include in the transfer documents such as provision as would require the subsequent transferee to respect, and be bound by this lease contract, and to leave the LESSEE in the peaceful occupancy of the leased premises until the termination of the lease;
9. The LESSEE shall not be liable for any damage to the LESSOR due to unforeseen or fortuitous events so that the cost of consequential repairs shall be borne by the LESSOR;
10. In case the leased premises or any part thereof be destroyed or damage by fire or any other fortuitous event which renders the same unfit for use and occupation by the LESSEE, the rent shall be proportionately reduced or adjusted or the lease contract terminated at the option of the LESSEE, in any case, the loss shall be borne by the LESSOR;
11. That in the event of default by either party, the innocent party shall have the option to terminate this contract in accordance with the provisions of the IRR of RA 9184, as amended, and the Guidelines on Termination of Contract duly approved by the Government Procurement Policy Board (GPPB) through Resolution No. 018-2004 dated December 22, 2004;
12. The LESSEE binds itself to surrender or yield peacefully to the LESSOR the leased premises upon the expiration of this Lease Contract without necessity of expressed demand made therefore subject to the condition stated in paragraph 1;

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____ 2019, at Cagayan de Oro City, Philippines.

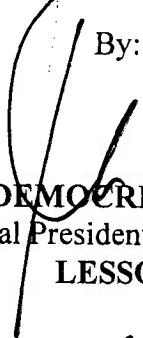
OFFICE OF THE OMBUDSMAN – Mindanao


By:


RODOLFO M. ELMAN
Deputy Ombudsman for Mindanao
LESSEE

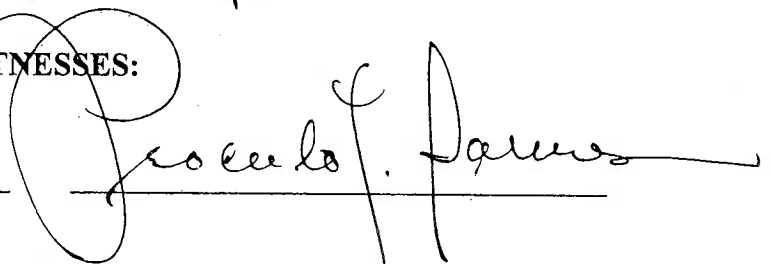
ASSOCIATED LABOR UNIONS (ALU) -TUCP

By:


MICHAEL DEMOCRITO C. MENDOZA
National President, ALU-TUCP
LESSOR


GERARD R. SENO
National Executive Vice-President, ALU-TUCP
LESSOR

WITNESSES:



REPUBLIC OF THE PHILIPPINES)
CITY OF CAGAYAN DE ORO)S. S.

BEFORE ME, Notary Public for and in the said City, this 27 day of
Feb. 2019, at Cagayan de Oro City, personally appeared:

<u>Names</u>	<u>CTC No. /Date Issued/ Place Issued</u>
1. Michael Democrito C. Mendoza	<u>SSS 06-1255847-5</u>
2. Gerard R. Seno	<u>SSS 06-0625987-7</u>

known to me to be the same persons who executed the foregoing instrument and acknowledged the same to be their own free and voluntary act and deed. That this instrument, duly signed by the parties herein, consists of four (4) pages including this page.

WITNESS MY HAND AND SEAL on the date and place first written above.

Doc. No. 301 ;
Page No. 61 ;
Book No. 57 ;
Series of 2019

JAY ALBARECE
Notary Public - NC - 2018 - 00
Until December 31, 2019
PTR No. 4049437-A
Issued on 11-9-2018 for the year 20

REPUBLIC OF THE PHILIPPINES)
CITY OF DAVAO)S. S.

BEFORE ME, Notary Public for and in the said City, this _____ day of
APR 16 2019 2019, at Davao City, personally appeared:

<u>Names</u>	<u>ID No. /Date Issued/ Place Issued</u>
1. Rodolfo M. Elman	<u>TIN 123 988 073</u>

known to me to be the same persons who executed the foregoing instrument and acknowledged the same to be their own free and voluntary act and deed. That this instrument, duly signed by the parties herein, consists of four (4) pages including this page.

WITNESS MY HAND AND SEAL on the date and place first written above.

Doc. No. 18 ;
Page No. 48 ;
Book No. 5 ;
Series of 2019

KRISZA JOY P. KINTANAR
NOTARY PUBLIC
Serial No. 2019-102-2020 / Until 31 December 2020
Roll of Attorneys No. 52703
PTR O.R. No. 1732821 dt. 01/04/2019
IBP Lifetime Member Roll No. 014734
MCLE Compliance No: V-0010832
kjpkintanar@gmail.com