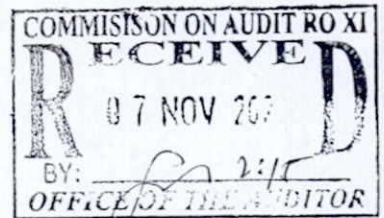


LEASE AGREEMENT OF PHOTOCOPYING SERVICES



KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF LEASE is made and executed at the City of Cagayan De Oro, on _____, by and between PHOTOPRO TRADING AND GENERAL MERCHANDISE CO., a company duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address at 50 Matilde F. Neri Street, Cagayan de Oro City and represented by its Account Executive/Legal Representative, MR. EDVER F. ALEJO, hereinafter referred to as the LESSOR;

- and -

The OFFICE OF THE DEPUTY OMBUDSMAN FOR MINDANAO CAGAYAN DE ORO REGIONAL OFFICE duly organized and existing under the laws of the Republic of the Philippines, with office address at Ground Floor, YMCA Bldg. # 91 Julio Pacana St. Barangay 21, Cagayan de Oro City, represented by the Deputy Ombudsman for Mindanao, ANDERSON A. LO, hereinafter referred to as the LESSEE.

WITNESSETH; That

WHEREAS, The LESSOR is the owner of one (1) unit Copier with the following specifications:

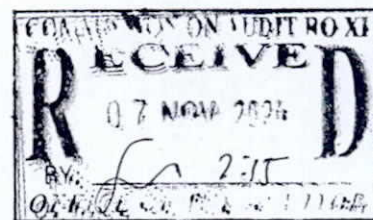
- One (1) unit Canon Image Runner IR2525i
- Speed: up to 25 ppm
- Rate per copy: 1.00 per copy (NO Minimum copy required)
- Maximum paper size - 8.5" x 14"
- 600 x 600 dpi, up to fine 1200 dpi
- Single Sheet by-pass
- 2% Allowance on spoilage
- No security deposit fee
- Back-up unit available for immediate delivery to the Office of the Ombudsman in case of breakdown of the leased unit.
- Free demo & delivery
- Free toner & consumables
- Free repair & maintenance

WHEREAS, The LESSOR agrees to lease out the copier to the LESSEE and the LESSEE is willing to lease the same;

NOW THEREFORE, for and in consideration of the foregoing premises, the LESSOR leases unto the LESSEE and the LESSEE hereby accepts from the LESSOR the LEASED copier subject to the following:

TERMS AND CONDITIONS

1. **PURPOSE:** That the leased copier shall be exclusively used by the LESSEE as indicated in Purchase Request (PR) No. CDO-2024-06-0022 dated June 19, 2024.
2. **TERM:** The term of the lease is twelve (12) months from OCT 01 2024 to SEP 30 2025, with the contract price of **THIRTY-SIX THOUSAND THOUSAND PESOS (PhP 36,000.00)**. Upon its expiration, the LESSEE may extend this contract on a monthly basis thereafter, as necessary, provided a written notice of intention shall be served to the LESSOR at least seven (7) days prior to the expiry date of the period herein agreed upon.



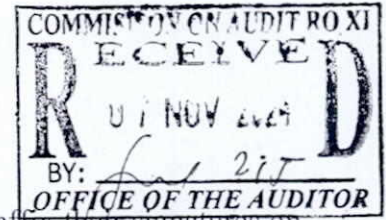
3. **RENTAL RATE:** The monthly rental rate for the leased copier shall be based on the actual total number of copies reproduced less 2% spoilage through the one (1) copier machine at the rate of P1.00 per copy. The actual number of copies reproduced shall be printed by the copier which shall be the basis of billing after the deduction of 2% spoilage. The billing statement together with the required documents, shall be prepared by the **LESSOR** for this purpose and the same shall be settled by the **LESSEE** within a reasonable period of time, subject to appropriate government tax. Payment shall be made through the bank account of the **LESSOR** with LAND BANK OF THE PHILIPPINES – Butuan Branch, under the name **PHOTOPRO TRADING AND GENERAL MERCHANDISE CO.** with Account Number 0361-2403-67.
4. **RESPONSIBILITY OF THE PARTIES:** The **LESSOR** shall provide the consumable items/parts such as toner, OPC drum, starter, developer, exposure lamps, lower and upper roller and other spare parts necessary for the efficient utilization of the leased copier. The **LESSOR** shall also provide technicians for the maintenance and monthly check-up of the copier/leased equipment; send authorized representative/s to conduct meter reading every end of the month. The **LESSEE** shall provide the operator, paper, space and electric current for the use of the leased copier.
5. **OWNERSHIP OF THE EQUIPMENT:** Ownership of the leased copier shall at all times remain with the **LESSOR** who shall keep the leased copier free from all claims, liens, and encumbrances. The leased copier is, and shall remain the personal property of the **LESSOR**.
6. **MAINTENANCE OF THE LEASED COPIER:** The **LESSOR** shall conduct, under the terms of this contract, a monthly check-up of the copier to be scheduled every first week of the month. In the event that the copier shall require repair or replacement of its parts, the **LESSOR** shall immediately effect the necessary repairs and provide for the parts of the equipment without any cost to the **LESSEE**.

In the event that the copier shall be pulled out of the office premises of the **LESSEE**, the **LESSOR** shall immediately deliver to the premises of the **LESSEE** a back-up unit which has the same or better speed and printing quality with the unit originally leased.

Service personnel shall always be immediately available to repair, replace, or troubleshoot the copier/leased equipment during “call trouble times”, from Monday to Friday, 8:00 am to 5:00 pm.

7. **TERMINATION OF CONTRACT:** The **PARTIES** may, subject to thirty (30) days prior written notice to the other **PARTY**, terminate this Contract if there is any violation of any of its terms. The **LESSOR** shall pull out the leased equipment within three (3) days after the Termination Notice has been served to either party.

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IN WITNESS WHEREOF, the representatives of the PARTIES herein affix their signatures on their respective names written below.

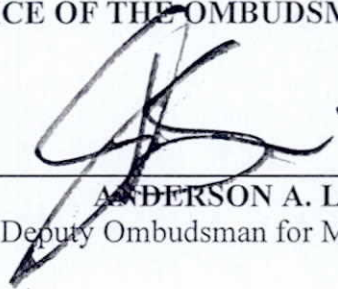
PHOTOPRO TRADING & GENERAL
MERCHANDISE CO.

OFFICE OF THE OMBUDSMAN

By:


EDVER F. ALEJO
Account Executive/Legal Representative

By:


ANDERSON A. LO
Deputy Ombudsman for Mindanao

SIGNED IN THE PRESENCE OF:


RITA G. CARREON


MA. GEMMA TERESA L. GAVINE

ACKNOWLEDGMENT

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

10 OCT 2024

BEFORE ME, a Notary Public for and in the City of Cagayan de Oro, this _____ day of _____ 2024, personally appeared:

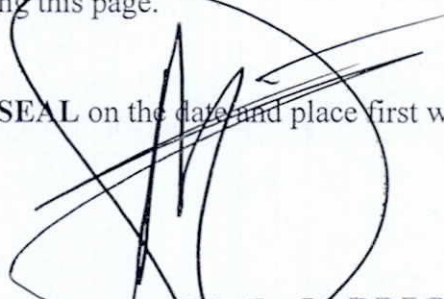
Names

ID No. /Date Issued/ Place Issued

Edver F. Alejo

known to me to be the same person who executed the foregoing instrument and acknowledged the same to be his own free and voluntary act and deed. 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.



RAIM G. CARREON
Notary Public, NC 2024-37
Valid until December 31, 2025
PTR No. 5818342A, 11-23-2023 CDOC
IBP No. 361782, 11-22-2023 Mis Or.
PTR & IBP Both for 2024
TIN 922-710-579
ROLL NO. S1523, 5-10-2006
CAGAYAN DE ORO CITY
MCLE Comp. No VII-0015256, 04-11-2022

Doc No. 116
Page No. 24
Book No. cxlv
Series of 2024

-essential page four follows-



ACKNOWLEDGMENT

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


BEFORE ME, a Notary Public for and in the City of Davao, this 07th day of November 2024, at Davao City, personally appeared:

<u>Names</u>	<u>ID No. /Date Issued/ Place Issued</u>
Anderson A. Lo	<u>220004 / Davao City</u>

known to me to be the same person who executed the foregoing instrument and acknowledged the same to be his own free and voluntary act and deed. 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. 56
Page No. 13
Book No. 1
Series of 2024


ATTY. DAYLE MARTIN D. MANLOD, LCE
 NOTARY PUBLIC for and in the CITY of DAVAO
 Commission Serial No. 2024-291-2025
 Valid Until December 31, 2025
 Roll of Attorneys No. 89185
 IBP No. 377539; 12-28-2023; Pasig City
 PTR No. 9351902C; 01-26-2024; Davao City
 Batalla St. Batalla Village, Catalunan Pequeno, Davao City
 MCLE Compliance No. : EXEMPTED
 (Admitted to the Philippine Bar on December 22, 2023)