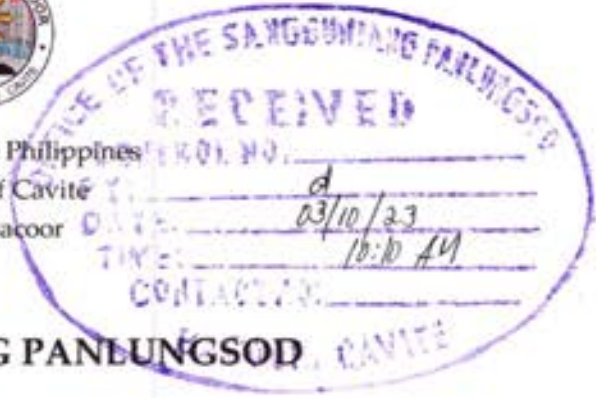




Republic of the Philippines
 Province of Cavite
 City of Bacoor



5th SANGGUNIANG PANLUNGSOD, CAVITE

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Information and Communication Technology		PCR-236-2023– RESOLUTION AUTHORIZING CITY MAYOR HON. STRIKE B. REVILLA TO SIGN THE RENEWAL OF THE CONTRACT OF LEASE WITH THE PHILIPPINE LONG DISTANCE TELEPHONE (PLDT) INC. IN CONSONANCE WITH THE PROJECTS AND PROGRAMS OF THE CITY GOVERNMENT TO GENERATE MORE INCOME	PCR-236-2023	
V E N U E	Session Hall, Sangguniang Panlungsod, Bacoor City		D A T E / T I M E	March 6, 2023 12:00 P.M.

COMMITTEE REPORT NO. ICT-008-S-2023

Referred to this Committee on the 33rd Regular Session of the 5th Sangguniang Panlungsod is the above-captioned subject matter for appropriate action and recommendation.

In the Lease Renewal Notice dated January 30, 2023, the Philippine Long Distance Telephone (PLDT) Inc. signifies its intention for the renewal of the Contract of Lease between the City Government of Bacoor and PLDT covering the PLDT Sales and Service Center (the "Store") located at Unit LGO1 of the Lower Ground Floor of the City Hall Building, Bacoor Government Center. The proposed terms and conditions for the renewal of said contract of lease are also submitted in the same advice, and we quote;

- “1. **Lease Period:** The renewal period shall be for one (1) year commencing on February 16, 2023 and expiring on February 15, 2024.
2. **Rental Rate.** PLDT shall pay onto LESSOR as consideration of this lease a monthly rental of THIRTY-SIX THOUSAND SIX HUNDRED TWO PESOS AND



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

50/100 (PHP36,602.50). VAT Exclusive, Philippine Currency, payable monthly in advance within the first fifteen (15) days of every applicable period.

3. **Increase.** The rental rate shall not subject to any increase for the duration of the renewal lease period.
4. **Taxes.**
 - a. **Withholding Tax.** The withholding tax shall be withheld by the LESSEE at rate prescribed by law (presently at 5%) together with the documentary stamp tax and shall be for the account of the LESSOR.
 - b. **Value Added Tax.** The twelve percent (12%) E-VAT if applicable shall be for the account of the LESSEE and a VAT official receipt (OR) should be issued by the LESSOR to the LESSEE. Failure by the LESSOR to issue the OR will be ground for LESSEE to withheld future payment.
5. **Return of the Leased Premises.** At the end or termination of Contract, LESSOR agrees that LESSEE shall return the physical possession of the Leased Premises in the condition as it is. All movables, apparatus, fixtures and equipment which are not otherwise permanently attached to the subject property shall remain the property of the LESSEE and shall be removed by the LESSEE at its own cost.

All other terms and conditions provided in the existing Contract of Lease not otherwise inconsistent herewith remain unaltered and shall continue to be in full force and effect. This shall be binding upon and inure to the benefit of the parties, their heirs, successors and permitted assigns.”

The Office of the City Legal Services in its Indorsement No. 115, Series of 2023 endorses to the Office of the City Mayor for its approval of the Contract of Lease (Renewal) together with the copies of the Lease Renewal Notice and previous Contract of Lease executed on February 16, 2021 for reference and perusal.

Hence, the request for a City Resolution authorizing City Mayor Honorable Strike B. Revilla to enter into and sign the Contract of Lease by and between the City Government of Bacoor and Philippine Long Distance Telephone (PLDT), Inc.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

RECOMMENDATION:

In view of the foregoing, the Honorable Members of the Committee hereby recommend **TO APPROVE** the City Resolution authorizing City Mayor Honorable Strike B. Revilla to enter into and sign the Contract of Lease (Renewal) by and between the City Government of Bacoor and Philippine Long Distance Telephone (PLDT), Inc. covering the PLDT Sales and Service Center located at Unit LGO1, Lower Ground Floor, Bacoor City Hall Building, Bacoor Government Center, subject to the existing policies, rules and regulations for that matter.

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this day of March 2023 at the City of Bacoor, Cavite.

THE COMMITTEE ON INFORMATION AND COMMUNICATION TECHNOLOGY



HON. COUN. ROGELIO M. NOLASCO
Chairman


HON. COUN. ALEJANDRO F. GUTIERREZ
Vice Chairman


HON. COUN. REYNALDO D. PALABRICA
Member


HON. COUN. ADRIELITO G. GAWARAN
Member

Prepared by:


ROBERTO A. DE GUZMAN
Local Legislative Staff Assistant I



Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Information and Communication Technology		PCR-236-2023 – RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE RENEWAL OF THE CONTRACT OF LEASE WITH THE PHILIPPINE LONG DISTANCE TELEPHONE (PLDT) INC. IN CONSONANCE WITH THE PROJECTS AND PROGRAMS OF THE CITY GOVERNMENT TO GENERATE MORE INCOME.	PCR-236-2023	
V E N U E	SESSION HALL SANGGUNIANG PANLUNGSOD 2 ND FLOOR CITY OF BACOOOR		D A T E / T I M E	March 6, 2023 12:00 P.M.

EXCERPT FROM THE MINUTES OF 33rd REGULAR SESSION NO. ICT-008-S-2023

Honorable Vice Mayor Rowena Bautista Mendiola, Presiding Officer of the 5th Sangguniang Panlungsod called the session to Order at 12:00 P.M.

Atty. Khalid Atega, Jr., Secretary of the Sangguniang Panlungsod, proceeded with the roll call, approval of the Journal and Minutes of the 32nd Regular Session reading of the referrals to Committees of proposed Ordinances, Resolutions, Messages, Communications, Petitions and Memorials.

In **Regular Session**, the internal rules on the 33rd Regular Session were suspended by Hon. Councilor Reynaldo Palabrica.

Upon reading and referral of Item No. G.14 – **PCR-236-2023- "RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE RENEWAL OF THE CONTRACT OF LEASE WITH THE PHILIPPINE LONG DISTANCE TELEPHONE (PLDT) INC. IN CONSONANCE WITH THE PROJECTS AND PROGRAMS OF THE CITY GOVERNMENT TO GENERATE MORE INCOME."**, Honorable Coun. Rogelio M. Nolasco, Chairman,

EXCERPT FROM THE MINUTES OF 33RD REGULAR SESSION **ICT-008-S-2023** – RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE RENEWAL OF THE CONTRACT OF LEASE WITH THE PHILIPPINE LONG DISTANCE TELEPHONE (PLDT) INC. IN CONSONANCE WITH THE PROJECTS AND PROGRAMS OF THE CITY GOVERNMENT TO GENERATE MORE INCOME.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

Committee on Finance, Budget and Appropriation, moved for the approval of the subject request of resolution for the renewal of contract lease between the City Mayor of Bacoor Cavite and PLDT providing that, the same of Terms and Conditions of the existing contract of lease without alteration.

The motion was unanimously seconded by the members and the request for approval of City Resolution authorizing City Mayor Hon. Strike B. Revilla to sign the renewal of the contract of lease with PLDT Inc. in consonance with the projects and programs of the City Government of Bacoor, Cavite to generate more income was **APPROVED** on the 33rd Regular Session by the majority of the Honorable Members of the 5th Sangguniang Panlungsod.

The session was closed and adjourned at 1:30 P.M.

Prepared by:

EDGARO B. NOLASCO
Staff Clerk

Attested by :

HON. COUN. ROGELIO M. NOLASCO
Chairman

Committee on Finance, Budget and Appropriations

5TH SANGGUNIANG PANLUNGSOD



G.14 For Committee Hearing: PCR 236-2023 – RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE RENEWAL OF THE CONTRACT OF LEASE WITH THE PHILIPPINE LONG DISTANCE TELEPHONE (PLDT) INC. IN CONSONANCE WITH THE PROJECTS AND PROGRAMS OF THE CITY GOVERNMENT TO GENERATE MORE INCOME.



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

Office of the Mayor

February 23, 2023

HON. ROWENA BAUTISTA-MENDIOLA
Vice Mayor, City of Bacoor
Bacoor Government Center
Bacoor City, Cavite



THRU: Atty. Khalid Atega, Jr.
Sangguniang Panlungsod Secretary

SUBJECT: Request for Authority to Enter Into and Sign the Renewal of Contract of Lease with PLDT

Dear Hon. Bautista-Mendiola:

Per Indorsement No. 115, series of 2023, dated February 20, 2023, submitted by the Office of the City Legal Service to the office of the undersigned, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate action that will grant me the authority to enter into and sign the abovementioned Renewal of Contract of Lease. The said agreement is in consonance with the projects and programs of the undersigned that will generate additional income for the City of Bacoor.

Attached herewith is the aforementioned indorsement, together with its attachments, for your immediate reference.

Sincerely yours,


STRIKE B. REVILLA
City Mayor

Office of the Mayor **Strike B. Revilla**



SBR20230872





OFFICE OF THE MAYOR
CITY OF BACOR, CAVITE

Received by: **1296**
Name: **Jay**
Contract No.: **21521101R**
Address: **BLK 11A GENERAL ST. BACOR, CAVITE**

Date: **2-15-23**
Time: **1:20**

PLDT INC. A TELEPHONE COMPANY
12000
12000
12000

The Philippines
of Cavite
F BACOR

OFFICE OF THE CITY LEGAL SERVICE

INDORSEMENT NO. 115, SERIES 2023

Handwritten: 02/20/2023 / 121

TO : Hon. **STRIKE B. REVILLA**
City Mayor
Office of the Mayor

Thru : **Atty. PAUL MICHAEL G. SANGALANG**
Office of the City Mayor

RE: FOR APPROVAL AND INDORSEMENT TO SANGGUNIANG PANLUNGSOD
Contract of Lease between PLDT, Inc. and the City Government of Bacoor,
RE: *PLDT Sales Service Center located at Unit LG01*

DATE: 20 February 2023

Respectfully endorsing to your good office the proposed **CONTRACT OF LEASE** draft between the City Government of Bacoor and **PLDT INC.**, for the **PLDT Sales and Service Center** located at **Unit LG01** at the **Lower Ground Floor** of the **Bacoor Government Center**. Also attached are the following:

1. Lease Renewal Notice from **PLDT INC** dated 30 January 2023; and
2. A copy of the prior Contract of Lease entered into by the parties last February 16, 2021 and expired last February 15, 2023.

PLDT INC., proposes to renew the lease agreement for a period of **ONE (1) YEAR** from February 16, 2023 until February 15, 2024 subject to a monthly rental rate of **Thirty-Six Thousand Six Hundred Two Pesos and 50/100 (PHP 36,502.50)**.

All things having been found to be in order, we hereby endorse to your good office the revised Contract of Lease for approval and further endorsement to the **Sangguniang Panlungsod** for the issuance of a **City Resolution** authorizing the City to enter into such an Agreement.

Thank you for your usual support and *Godspeed!*

RESPECTFULLY,
ATTY. REY MARCO B. MENDOZA
Office of the City Legal Services

APPROVED BY:
ATTY. EUGENE L. DE JESUS
Office of the City Legal Services



30 January, 2023

CITY GOVERNMENT OF BACOOR

Thru: **Hon. Strike B. Revilla**
Local Chief Executive
Bacoor Government Center
Molino Blvd., Brgy. Bayanan
City of Bacoor, Cavite City

LEASE RENEWAL NOTICE / BACOOR PLDT SSC

Dear **Hon. Revilla**,

We write in reference to the contract of lease between City Government of Bacoor ("Bacoor") and PLDT, Inc. ("PLDT"), for PLDT Sales & Service Center (the "Store") located at Unit LG01 of the Lower Ground Floor of the Bacoor City Hall Building, Bacoor Government Center, which contract will expire on February 15, 2023, with the following terms and conditions:

1. **Lease Period:** The renewal period shall be for **one (1) year** commencing on **February 16, 2023** and expiring on **February 15, 2024**.
2. **Rental Rate:** PLDT shall pay unto LESSOR as consideration of this lease a monthly rental of **THIRTY-SIX THOUSAND SIX HUNDRED TWO PESOS AND 50/100 (PHP 36,602.50)**, VAT Exclusive, Philippine Currency, payable **Monthly** in advance within the first fifteen (15) days of every applicable period.
3. **Increase:** The rental rate shall not be subject to any increase for the duration of the renewal lease period.
4. **Taxes:**
 - a. **Withholding Tax** – The withholding tax shall be withheld by the Lessee at rate prescribed by law (presently at 5%) together with the documentary stamp tax and shall be for the account of the Lessor.
 - b. **Value Added Tax** – The twelve percent (12%) E-VAT if applicable shall be for the account of the Lessee and a VAT official receipt (OR) should be issued by the LESSOR to the LESSEE. Failure by the LESSOR to issue the OR will be ground for LESSEE to withhold future payment.
5. **Return of the Leased Premises:** At the end or termination of the Contract, LESSOR agrees that the LESSEE shall return the physical possession of the Leased Premises in the condition as it is. All movables, apparatus, fixtures and equipment which are not otherwise permanently attached to the subject property shall remain the property of LESSEE and shall be removed by LESSEE, at its own cost.

//abc
Page 1 of 2

13



CONTRACT OF LEASE (RENEWAL)

This Contract of Lease (the "Contract") is made and entered into this ___ day of ___, 20___, by and between:


HON. STRIKE B. REVILLA
City Mayor

The **CITY GOVERNMENT OF BACOR**, a local government unit existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Molino Boulevard, Brgy. Bayanan, City of Bacoor, Cavite, herein represented by its Local Chief Executive **HON. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. 2022-013, Series of 2022 approved 18th day of July 2022, of the City Council of Bacoor, hereinafter referred to as the "**LESSOR**"

and


MR. ALEJANDRO O. CAEG
SVP - Customer Sales Group

PLDT INC., a corporation duly organized and existing under the laws of the Republic of the Philippines with principal office address at the Ramon Cojuangco Building, Makati Avenue, Makati City, herein represented by its Senior Vice President for Customer Sales Group, **ALEJANDRO O. CAEG**, hereinafter referred to as the "**LESSEE**"

The term "Party" shall mean either LESSOR or LESSEE, as applicable, while the term "Parties" shall mean LESSOR and LESSEE, collectively.

WITNESSETH:


ATTY. JESSOR G. LABAO
CAC - City Administrator

WHEREAS, the LESSOR is the owner of a property known as the Bacoor City Hall Building, Bacoor Government Center, located at Molino Boulevard, Brgy. Bayanan, City of Bacoor, Cavite, hereinafter referred to as the "**Property**";

WHEREAS, the LESSEE, in the furtherance of its business, desires to lease a portion of the Property with an area of fifty (50) square meters identified as a portion of Unit LG01 of the Lower Ground Floor of the Bacoor City Hall Building, Bacoor Government Center, located at Molino Boulevard, Brgy. Bayanan, City of Bacoor, Cavite, as its office space, hereinafter referred to as the "**Leased Premises**";

WHEREAS, the LESSOR agrees to lease out the Leased Premises to the LESSEE provided that aside from the payment of the rental fee, the LESSEE shall, for the purpose of providing optimum network coverage for the employees, agents and patrons of Bacoor Government Center, install, free of charge, Smart telecommunications facilities, including but not limited to the equipment and outdoor Distributed Antenna System (DAS);

WHEREAS, an original Contract of Lease was entered into by the Parties dated 16 February 2016, a copy of which is attached as Annex "A";

WHEREAS, the said original Contract of Lease expired last 15 February 2021, but the global pandemic brought about by COVID-19 delayed the execution of an agreement between the LESSOR and LESSEE;


MS. REBECCA JEANINE R. DE GUZMAN
Group Head, Customer Development
Strategies and Support


PLDT
PLDT INC.
1000 N. ZEEB RD.
PASAYEN, METRO MANILA






HON. STRIKE B. REVILLA
City Mayor

WHEREAS, the LESSOR and LESSEE agree to execute this Contract of Lease solely for office and/or commercial purposes;

WHEREAS, the LESSOR agrees to extend and continue to lease out the Leased Premises to the LESSEE in accordance with City Ordinance No. CO 33-2018 or the "Bacor Lease Ordinance", Series of 2018;

NOW THEREFORE, for and in consideration of the foregoing premises, and the mutual covenants and stipulations provided for herein, the LESSOR and LESSEE hereby agree as follows:

1. **TERM**. - The lease shall be for a period of **TWO (2) YEARS** commencing from **16 February 2021** and shall expire at midnight of **15 February 2023** ("Term"), unless earlier terminated pursuant to Sections 16 and 17 of this Contract. This Contract, may be renewed at the instance of either the LESSOR or the LESSEE, by sending the other Party a notice to such effect within six (6) months prior to the expiration thereof, under such terms and conditions as may be mutually acceptable to the LESSOR and LESSEE.

2. **RENTAL RATE**. - For and in consideration of the use and occupancy of the Leased Premises, the LESSEE shall pay the LESSOR a monthly rental of **THIRTY-SIX THOUSAND SIX HUNDRED TWO PESOS AND FIFTY CENTAVOS (PHP 36,602.50)**, exclusive of value-added tax, payable within the first fifteen (15) days of every applicable monthly period.

Succeeding rental payments received more than five (5) working days after its due date shall be considered late payment and shall bear a penalty interest of five percent (5%) per month, to be computed on a daily basis, and compounded monthly, from the date of default until fully paid, without prejudice to the right of the LESSOR to terminate this Contract.

Any other amount required to be paid by the LESSEE to the LESSOR under this Contract shall, if unpaid on its due date, similarly earn interest at the same rate and conditions.

3. **TAXES**

A. Withholding Tax and Documentary Stamp Tax

The withholding tax shall be withheld by LESSEE at the rate prescribed by law and shall be for the account of the LESSOR. LESSEE shall, however, provide LESSOR the corresponding Certificate/s of Creditable Tax Withheld, at intervals mandated by the government.

The Documentary Stamp Tax (DST) arising from the Contract (including for any renewals hereof) shall be for the account of LESSOR.

B. Value-Added Tax

The rental payments shall be inclusive of all taxes, fees, assessments and other charges, except value-added tax (VAT). The VAT, if applicable, shall be for the account of the LESSEE provided LESSOR is a VAT-registered entity and presents a copy of its VAT Registration Certificate upon the start of the Lease Period, and issues duly registered VAT Official Receipts (ORs) upon receipt of the Rent. Failure by LESSOR to issue the applicable VAT-registered Official Receipt will be sufficient ground for LESSEE to withhold future payments. In case of failure on the part of LESSOR to provide said VAT Registration Certificate, LESSEE may refuse to pay the VAT from the start of the



MR. ALEJANDRO G. CRAGO
SVP - Customer Support



ATTY. JESSON G. LALLANO
City Administrator



MS. REBECCA JEANINE R. DE GUZMAN
Group Lead - Customer Development
Strategies and Support



PLDT
CORPORATE COMMUNICATIONS
BAGUIO
092-999-9999
www.pldt.com.ph




 HON. STRICK B. REVILLA
 City Mayor


 MR. ALEJANDRO O. CAEG
 Sr. Assistant Sales Group


 ATTY. JESSON G. LADAO
 OIC - City Administrator


 MS. REBECCA JEANINE B. DELUZMAN
 Group Head, Customer Development
 Strategies and Support

Lease Period until such time that LESSOR provides a copy of its VAT Registration Certificate. For the avoidance of doubt, the LESSEE shall in no case be liable to pay retroactively any VAT in case of late submission by the LESSOR of the relevant VAT Registration Certificate.

4. **ADVANCE RENTAL AND SECURITY DEPOSIT.** - Upon execution of this Contract, the LESSEE shall pay the LESSOR:

A. The sum of **ONE HUNDRED NINE THOUSAND EIGHT HUNDRED SEVEN PESOS AND FIFTY CENTAVOS (PHP 109,807.50)**, exclusive of value-added tax, representing three (3) months advance rental, applicable for the last three (3) months of the Contract. Any difference as to the previous advance rental paid based on the Original Contract of Lease, should it still be unutilized, shall be settled by the LESSEE to the LESSOR.

B. Security Deposit in the sum of **ONE HUNDRED NINE THOUSAND EIGHT HUNDRED SEVEN PESOS AND FIFTY CENTAVOS (PHP 109,807.50)**, exclusive of value-added tax, equivalent to three (3) months rental. It is hereby expressly agreed herein that the Security Deposit cannot be utilized for the payment of monthly rental. The Security Deposit shall be refundable to the LESSEE within thirty (30) days from the termination of the Term, or of this Contract of Lease, as provided for under the provisions of Section 1 hereof, provided that no deduction therefrom or forfeiture thereof is proper as provided for in this Contract. Any difference as to the previous Security Deposit paid based on the Original Contract of Lease, should it be unutilized, shall be settled by the LESSEE to the LESSOR.

5. **RENTAL ESCALATION.** - It is agreed that the monthly rental under this Contract shall not be subject to any increase during the Term as provided in Section 1 hereof.

6. **USE OF LEASED PREMISES.** - The Leased Premises shall be used by the LESSEE exclusively for office/commercial purposes. The LESSEE further agrees that the Leased Premises shall not be utilized for any other purposes without first obtaining a written consent from the LESSOR on the LESSEE's intention to use the Leased Premises for the purposes other than that of operating a business office.

Should the LESSEE, at any time during the term of this Contract, use the Leased Premises, for any other purpose without the prior written consent of the LESSOR, the LESSOR shall have the option to either terminate this Contract or compel the LESSEE to discontinue the non-commercial activities, at the sole and exclusive option of the LESSOR.

7. **IMPROVEMENTS AND EFFECTS.** - The LESSEE may be allowed at its expense, to construct, install, set-up and/or introduce improvements in the Leased Premises, as may be required or reasonably necessary for carrying out its business operations subject to the approval of the LESSOR. No such improvements shall be introduced by the LESSEE on the Leased Premises without first showing the plans thereof to the LESSOR for its approval. Said improvements and effects shall remain the LESSEE's property during the term of this Contract. At the sole and exclusive option of the LESSOR, all permanent constructions, additions, alterations and improvements made or introduced by the LESSEE in the Leased Premises shall become the





HON. STEPHEN B. REVILLA
City Mayor

MR. ALEJANDRO G. CAEG
SVP - Business Affairs Group

ATTY. JESSON G. LABAO
City Administrator

MS. REBECCA REANHE JR. DE GUZMAN
Group Head, Customer Development
Strategies and Support

property of the LESSOR upon the expiration of the lease period or termination of this Contract, or any renewal or extension thereof, without obligation on the part of the LESSOR to pay or reimburse the LESSEE for the value thereof or to require the LESSEE to remove the same and restore the Leased Premises in its original state or condition prior to the introduction of the subject permanent constructions, additions, alterations, or improvements or those improvements which were introduced by the LESSEE that cannot be removed without damaging or defacing the original structure of the Leased Premises. The ownership of constructions, improvements, furnishings, equipment and fixtures constructed or installed by the LESSEE, which may be removed without causing damage to the Leased Premises shall remain with the LESSEE. All non-permanent improvements must be removed by the LESSEE upon the expiration of this Contract unless there would be a just and valid cause for the LESSOR to prevent the same. The LESSEE shall repair or restore at its own expense any damage to the Leased Premises arising from, relating to or in connection with the removal of the movable improvements, subject to the acceptance which shall not be unreasonably withheld by the LESSOR of the repair or restoration made by the LESSEE. The Security Deposit shall only be released and refunded to the LESSEE after the Leased Premises have been accepted by the LESSOR. In the event that necessary repairs or restoration to the unit which the LESSEE is bound to perform as provided herein has not been undertaken, the LESSOR may undertake the same using the Security Deposit. The remainder, should there be any, shall be returned to the LESSEE. If the Security Deposit be not enough for the necessary repairs or restorations, the deficiency shall be chargeable and recoverable from the LESSEE which the latter undertakes to pay within fifteen (15) days from notice thereof.


- 8. **MAINTENANCE AND REPAIRS.** - The maintenance, cleanliness and upkeep of the Leased Premises, including ordinary repairs shall be undertaken by the LESSEE for its own account and expense. Major repairs due to normal wear and tear of the original unit, not including improvements made by the LESSEE, shall be for the exclusive account of the LESSOR. The LESSEE may, however, undertake the major repairs for reimbursement of the LESSOR, subject to inspection by and approval of the LESSOR. The LESSEE shall also be responsible to acquire an insurance policy that will cover for any damages caused by fortuitous events, and for repairs that are caused by it. For purposes of determining what major or minor repair, any repair amounting to Ten Thousand Pesos (PHP 10,000.00) and above shall be considered as a major repair. Any repair below said amount shall be considered a minor repair and for the account of the LESSEE.
- 9. **ELECTRIC, TELEPHONE, WATER AND OTHER UTILITY.** - The LESSEE shall have the right to arrange directly with utility providers and operators for service connection in the Leased Premises of electric, telephone, water and other utilities, for which it shall be entitled to a separate meter therefore and shall be obliged to defray the fees and charges for the installation and consumption thereof directly to the service provider.
- 10. **INSURANCE** - The LESSEE shall have the right for its account to obtain insurance coverage over the improvements, furniture equipment and other property of the LESSEE on the entire Leased Premises.






HON. STRAINE B. BEVILLA
City Mayor


MR. ALFRANDO O. CARES
City Administrator


ATTY. JESSON G. LABAD
City Administrator


MS. REBECCA JEANINE R. DE GUZMAN
Group Head, Customer Development,
Strategies and Support

11. **SUB-LEASE, TRANSFER OF RIGHTS.** – The LESSEE cannot sub-lease or transfer its rights to all or any part of the Leased Premises, unless with the written consent of the LESSOR. The LESSOR shall be considered to have given its consent to such requests by the LESSEE if no written opposition was made by the LESSOR within a period of thirty (30) calendar days from receipt of a written request from the LESSEE.

12. **EVENTS OF DEFAULT.** – The LESSEE shall be considered in default within the meaning of this Contract in any of the following instances:

A. The LESSEE fails to fully pay on time any monthly rental, or water, electricity or telecommunication or other utility bills, or any other financial obligations of the LESSEE stipulated herein, and the LESSEE fails to remedy the situation within fifteen (15) days upon demand for payment of the amount due hereof; or

B. The LESSEE violates any other terms and conditions of this Contract and such violation remains unresolved within thirty (30) days after receipt of notice of such violation from the LESSOR; or

C. The LESSEE fails or refuses to vacate the Leased Premises upon the expiration of the lease or upon its pre-termination or termination, as the case may be; and


D. The LESSEE abandons the Leased Premises for a period of thirty (30) days without written notice to the LESSOR.

13. **CONSEQUENCES OF DEFAULT.** – Upon the occurrence of any of the events of default set forth in Section 11 hereof, the LESSEE shall have a period of NINETY (90) days from receipt of written notice of such default from the LESSOR to remedy the default. If the LESSEE fails to do so, the LESSOR shall have the following rights, in addition to other rights and remedies allowed by law, without incurring any civil or criminal liability as a consequence of the exercise of such rights:

A. To terminate this Contract without the need of prior notice, demand or judicial declaration;

B. To immediately take possession of the Leased Premises and take inventory and possession of whatever equipment, furniture, articles, merchandise, appliances, etc., that may be found in the Leased Premises without the necessity of instituting any court or judicial action. In this connection, the LESSEE hereby grants unto the LESSOR full power and authority to undertake any and all necessary actions, including but not limited to entering the Leased Premises or padlocking the Leased Premises, to enable the LESSOR to effectively take possession of the Leased Premises and to sell at public auction the contents of the Leased Premises to answer for whatever receivables the LESSOR has against the LESSEE;

C. To demand and receive from the LESSEE the payment for any and all unpaid rentals, dues, fees and bills and other financial obligations stipulated herein, or arising out of this Contract, or any renewal or extension thereof.


PLDT
PLDT PHILIPPINES CORPORATION
PLDT
PLDT
PLDT



HON. SIRRIE B. REVILLA
City Mayor

MR. ANJARDINO O. LAEG
SVP - Customer Sales Group

ATY. JESSON G. LABNO
OIC - City Administrator

MS. BECCA JEANNE L. DE GALPANA
Group Head, Customer Development
Strategies and Support

D. To automatically forfeit in its favor, the advance rental and security deposit referred to in Section 4 hereof, and/or

E. To suspend or disconnect the electric or water supply, telephone service, and other privileges or services to the Leased Premises by whatever means without incurring any civil and/or criminal liability or responsibility.

14. **REPRESENTATIONS AND WARRANTIES** - The LESSOR hereby represents and warrants that:

A. It is the true, registered and absolute owner of the Leased Premises and has the right and power to enter into this Agreement.

B. It has complied with all laws, decrees, orders, ordinances, and/or regulations pertaining thereto.

C. The LESSEE shall have peaceful and continued possession and enjoyment of the Leased Premises during the entire term of the lease.

D. The LESSOR holds the LESSEE free and harmless from any and all claims whatsoever that may affect the LESSEE's rights over the Leased Premises.

15. **REAL PROPERTY TAXES, FEES AND ASSESSMENTS** - All real property taxes, including documentary stamp tax, related charges and assessments that may be imposed on the Leased Premises, inclusive of increases thereon, shall be for the sole account of and be borne by the LESSOR.

16. **MUTUAL RIGHT TO TERMINATE THE CONTRACT** - The LESSOR and the LESSEE hereby agree that all covenants, representations and warranties herein contained are essential conditions and considerations hereof and that if default or breach or any such covenants, representations or warranties be committed by either Party, then the other Party shall have the right to terminate this Contract by giving written notice thereof, at least ninety (90) days prior to the effective date of termination.

Upon such termination and cancellation, the Parties shall be entitled to their reciprocal rights and remedies. The LESSEE shall peacefully surrender the Leased Premises and the Party at fault shall indemnify the other for such damages, losses and expenses that the latter may have sustained or incurred by reason thereof. In the event that the LESSEE fails to occupy its Leased Premises due to the fault or negligence of the LESSOR, the LESSEE shall be entitled to the refund or whatever amount it has paid to the LESSOR under this Contract plus interest on such amounts at the prevailing bank savings interest rate from date of default until full payment is made thereon.

17. **LESSEE'S RIGHT TO PRE-TERMINATE THE LEASE** - The LESSEE shall have the right to pre-terminate this Contract, upon giving the LESSOR ninety (90) days written notice of the intention to terminate, based on the grounds as the imperative needs of LESSEE's business and/or financial considerations require. Upon such pre-termination, the Security Deposit stipulated in Section 4 hereof shall be forfeited in favor of the LESSOR without prejudice to the collection of whatever other receivables the LESSOR may have against the LESSEE.

PLDT
COMMUNICATIONS CORPORATION
PLDT
CALL CENTER



18. **VENUE** - The venue of all suits and actions arising out of or in connection with this agreement shall be in the proper courts of the City of Bacoor, or the City of Makati, at the option of the plaintiff, the Parties hereto waiving any other venue.
19. **MISCELLANEOUS PROVISION** Any amendment, modification or revision of this Contract shall be in writing and signed by both Parties, and such amendment, modification or revision shall be effective only in the specific instances and for the special purpose for which it is made.

IN WITNESS WHEREOF, the Parties have hereunto signed these presents on the date and at the place first above written.

For the LESSOR:

CITY GOVERNMENT
OF BACOR

By

HON. STRIKE B. REVILLA
City Mayor of Bacoor

For the LESSEE:

PLDT INC.

By

MR. ALEJANDRO O. CAEG
SVP, Customer Sales Group

Signed in the presence of:

ATTY. JESSON G. LABAO
Ofc- City Administrator

MS. REBECCA JEANINE R. DE GUZMAN
Group Head,
Customer Development Strategies and
Support





ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, this ___ day of _____, 20___ personally appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
ALEJANDRO O. CAEG		
STRIKE B. REVILLA		

This instrument, consisting of ___ () pages, including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand the day, year and place above written.

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

HON. STRIKE B. REVILLA
City Mayor

MR. ALEJANDRO O. CAEG
SVP, Customer Sales Group

ATTY. JESSON G. LABAO
OIC - City Administrator

MS. REBECCA JEMINE R. DE GUZMAN
Group Head, Customer Development
Strategies and Support