



OFFICE OF THE SAGGUNIANG PANLUNGSOD

COMMITTEE ON RULES AND PRIVILEGES, LAWS AND
ORDINANCES

COMMITTEE HEARING REPORT
CRPLO-PCR-478-2023

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: ARIEL
DATE: 1/22/24 TIME: 1:58
BACOR CITY, CAVITE

Subject: *A resolution authorizing the City Mayor, Hon. Strike B. Revilla to sign a contract of lease on behalf of the City Government of Bacoor with Avenida Wet and Dry Market, pertaining to the operations, management, and maintenance of public market in an open space located at Molino V, Bacoor City, Cavite.*

The above-mentioned subject matter underwent first reading on January 08, 2024 during the 73rd Regular Session of the Sangguning Panlungsod. The said subject matter was referred by the Presiding Officer Hon. Rowena Bautista Mendiola to the Committee on Rules and Privileges, Laws and Ordinances.

FINDINGS:

Republic Act No. 7160 or the Local Government Code of 1991 and its implementing Rules, in particular, Sections 17 (a), 18, 22, and 35, empower LGUs to discharge functions and responsibilities as are necessary, appropriate, or incidental to efficient and effective provisions of the basic services and facilities, to acquire, develop, lease, encumber, alienate, or otherwise dispose of real or personal property held by them in their proprietary capacity and to apply their resources and assets for productive, developmental, or welfare purposes, in the exercise or furtherance of their governmental or proprietary powers and functions and thereby ensure their development into self-reliant communities and active participants in the attainment of national goals, to enter into contracts and to enjoy full autonomy in the exercise of their proprietary functions, and to enter into ventures with the private sector, respectively.

Article 129 of Republic Act 7160, in relation to Article 10, Section 5 of the 1987 Philippine Constitution, provides, "Each Local Government unit shall exercise its power to create its own sources of revenue and levy taxes, fees, and charges subject to the provisions herein, consistent the basic policy of local autonomy. Such taxes, fees, and charges shall accrue exclusively to the local governments."

RECOMMENDATION:

By motion of the Acting President Pro-Tempore Hon. Alejandro Gutierrez unanimously seconded by all the Honorable Members of the 5th Sangguniang Panlungsod, the above subject matter was **APPROVED** during its 74th Regular Session.



OFFICE OF THE SAGGUNIANG PANLUNGSOD

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

Signed this 15th day of January 2024 at the City of Bacoor, Cavite.

Committee on Rules and Privileges, Laws and Ordinances



COUN. REYNALDO C. PALABRICA
Chairman



COUN. LEVY TELA
Vice Chairman



COUN. ALEJANDRO GUTIERREZ
Member



COUN. ADRIELITO GAWARAN
Member



OFFICE OF THE SAGGUNIANG PANLUNGSOD

COMMITTEE ON RULES AND PRIVILEGES, LAWS AND
ORDINANCES

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: ARIEL

DATE: 1/22/24 TIME: 1:58
BACOR CITY, CAVITE

EXCERPT FROM THE MINUTES OF REGULAR SESSION
CRPLO-PCR-478-2023

Subject: *A resolution authorizing the City Mayor, Hon. Strike B. Revilla to sign a contract of lease on behalf of the City Government of Bacoor with Avenida Wet and Dry Market, pertaining to the operations, management, and maintenance of public market in an open space located at Molino V, Bacoor City, Cavite.*

The 74th Regular Session was held last January 15, 2024 at the Session Hall of the Sangguniang Panglungsod. Due to the absence of the City Vice Mayor Hon. Rowena Bautista Mendiola because of an official business, City Councilor and President Pro-Tempore Hon. Reynaldo Palabrica presided the Regular Session and was called to order at exactly 10:00 a.m.

Atty. Khalid Atega, Jr., Secretary of the Sangguniang Panlungsod proceeded with the roll call, the approval of the Journal and minutes of the 73rd Regular Session, and the reading of the referrals to committees of proposed Ordinances, Resolutions, Messages, Communications, Petitions and Memorials.

Acting Presiding Officer Hon. Reynaldo C. Palabrica asked the members of the Honorable Council to elect among themselves the Acting President Pro-Tempore for the session. City Councilor Hon. Alejandro Gutierrez was elected as the Acting President Pro-Tempore for the session.

City Councilor Hon. Alejandro Gutierrez moved for the suspension of the internal rules duly seconded by the members of the Sangguniang Panlungsod, the internal rules were suspended.

Upon reading and referral of agenda item No. G.28-PCR-478-2023 – “A resolution authorizing the City Mayor, Hon. Strike B. Revilla to sign a contract of lease on behalf of the City Government of Bacoor with Avenida Wet and Dry Market, pertaining to the operations, management, and maintenance of public market in an open space located at Molino V, Bacoor City, Cavite City Councilor and Acting President Pro-Tempore Hon. Alejandro Gutierrez moved for the approval of the above-mentioned subject matter.

The motion was unanimously seconded by all the Honorable Members of the 5th Sangguniang Panlungsod. A resolution authorizing the City Mayor Hon. Strike B. Revilla to sign a contract of lease on behalf of the City Government of



OFFICE OF THE SAGGUNIANG PANLUNGSOD


Bacoor with Avenida Wet and Dry Market, pertaining to the operations, management, and maintenance of public market in an open space located at Molino V, Bacoor City, Cavite was **APPROVED**.

City Councilor Hon. Palm Angel S.J. Buncio moved for the adjournment of the Regular Session duly seconded by the majority of the members of the 5th Sangguniang Panlungsod. The regular session was adjourned at exactly 10:51 a.m.

Prepared by:


RONALDO M. VERONA
Office Staff

Attested by:



COUNCILOR REYNALDO C. PALABRICA
Chairman
Committee on Rules and Privileges, Laws and Ordinances



Republic of the Philippines
Province of Cavite

CITY OF BACOOR

Office of the Mayor

December 18, 2023

**OFFICE OF THE
SANGGUNIANG PANLUNGSOD**

HON. CATHERINE SARINO-EVARISTO
Acting City Vice Mayor of Bacoor
Bacoor Government Center
Bacoor, Cavite

RECEIVED
BY: RMH
DATE: 12/28/2023
TIME: 9:00am

BACOOR CITY, CAVITE

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

SUBJECT: Request for Authority to Sign a Contract of Lease with Avenida Wet and Dry Market, pertaining to the Operations, Management, and Maintenance of a Public Market in an Open Space located at Molino V, Bacoor City, Province of Cavite

Hon. Sarino-Evaristo:

In line with the undersigned's intention to assist the Avenida Wet and Dry Market, pertaining to the operations, management, and maintenance of a public market in an open space located at Molino V, Bacoor City, Province of Cavite. Attached herewith is the draft Contract of Lease stating the basic terms and conditions for your reference.

In view thereof, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate actions to grant the undersigned an authority to enter into and sign the above-mentioned Contract of Lease.

Thank you very much!

Sincerely,

HON. ROWENA BAUTISTA-MENDIOLA
City Mayor

Office of the Mayor: Strike B. Revilla



SBR20232524

**STR1KE
AS1**



SCAN ME

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease (the "Agreement") is entered and executed this ____ day of _____ 20__ (the "Effective Date") in the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOOR**, a local government unit created and existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____, Series of _____, approved _____ of the City Council of Bacoor City, Cavite, hereinafter referred to as the "**LESSOR**".

and

AVENIDA WET AND DRY MARKET, a business proprietorship registered under the laws of the Philippines, with office address at Avenida Rizal Street corner Humabon Street, Bahayang Pag-Asa Subdivision, Molino V, Bacoor City, Province of Cavite, and represented by its Proprietor, **Ms. RIZA D. VILLA**, herein 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:

WHEREAS, Republic Act No. 7160 or the Local Government Code of 1991 and its Implementing Rules, in particular, Sections 17 (a), 18, 22, and 35, empower LGUs to discharge functions and responsibilities as are necessary, appropriate, or incidental to efficient and effective provisions of the basic services and facilities, to acquire, develop, lease, encumber, alienate, or otherwise dispose of real or personal property held by them in their proprietary capacity and to apply their resources and assets for productive, developmental, or welfare purposes, in the exercise or furtherance of their governmental or proprietary powers and functions and thereby ensure their development into self-reliant communities and active participants in the attainment of national goals, to enter into contracts and to enjoy full autonomy in the exercise of their proprietary functions, and to enter into joint ventures with the private sector, respectively;

WHEREAS, Article 129 of Republic Act 7160, in relation to Article 10, Section 5 of the 1987 Philippine Constitution, provides, "Each local government unit shall exercise its power to create its own sources of revenue and levy taxes, fees, and charges subject to the provisions herein, consistent with the basic policy of local autonomy. Such taxes, fees, and charges shall accrue exclusively to the local governments."

WHEREAS, Article Five, Section 153, and Section 154 of Republic Act 7160 further provide that the local government units may impose and collect reasonable fees and charges for services rendered and may fix the rates for the operation of public utilities owned, operated, and maintained by them;

WHEREAS, the LESSOR is the owner of an open space located at Block 12, Lot 47, with a total lot area of seven thousand seven hundred forty-one square meters (7,741 sqm) covered by a Transfer Certificate of Title [REDACTED], and hereinafter referred to as the "**Property**";

WHEREAS, the LESSEE is engaged in the business of operating a public market;

WHEREAS, the LESSEE, in the furtherance of its business, desires to lease a portion of the Property with an area of [REDACTED] () square meters, hereinafter referred to as the "**Leased Premises**";

WHEREAS, the LESSOR agrees to lease out the Leased Premises to the LESSEE provided that the Leased Premises shall be used solely and exclusively for the operations, management, and maintenance of a public market;

WHEREAS, the LESSEE is currently operating the "**AVENIDA WET AND DRY PUBLIC MARKET**" (the "**PUBLIC MARKET**") located at [REDACTED];

WHEREAS, a prior Contract of Lease was entered into by the LESSEE and Bahayang Pag-Asa Phase 2-C HOA, INC. dated 08 October 2018, a copy of which is attached as Annex "**A**";

WHEREAS, the abovementioned Contract of Lease expired last 07 October 2023, and the previous parties do not intend to renew their Agreement;

WHEREAS, the Bahayang Pag-Asa Phase 2-C HOA, Inc., issued Board Resolution No. [REDACTED] dated [REDACTED], stating that they have no objection to the Contract of Lease between the LESSOR and the LESSEE, a copy of which is attached as Annex "**B**";

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree and bind themselves to the following:

ARTICLE I THE PUBLIC MARKET

SECTION 1. The PROPRIETOR shall establish, operate, manage, and maintain a **public market** to be known as the **AVENIDA WET AND DRY PUBLIC MARKET** (the "**PUBLIC MARKET**") in [REDACTED].

SECTION 2. This Agreement shall cover the establishment, operations, management, and maintenance of the **PUBLIC MARKET** in the City of Bacoor, Province of Cavite.

ARTICLE II SCOPE OF COOPERATION

SECTION 1. The cooperation of the LESSOR and the LESSEE shall include the following:

- a. The establishment, operations, management, and maintenance of the **PUBLIC MARKET** in the City of Bacoor, Province of Cavite;

- b. The detailing of the expenses, losses, taxes, fees, and other charges incurred by the operations of the PUBLIC MARKET; and
- c. The compliance of the LESSEE, its employees and workers, market tenants and stall owners, clients/users, etc., with the applicable laws, rules, regulations, policies, and guidelines.

ARTICLE III OBLIGATIONS OF THE PARTIES

SECTION 1. Common Obligations:

- a. All Parties involved in this Agreement shall assign appropriate personnel at all levels who will implement the roles as stipulated in this Agreement;
- b. The signatories herein identified from each organization are authorized to sign for and on behalf of the party they represent and
- c. Neither Party shall act as an agent or representative of the other Party in any transaction. The employees, contractors, consultants, and agents of one Party shall have no contractual relationship with the other party.

SECTION 2. The LESSOR shall:

- a. Authorize the operations and management of the PUBLIC MARKET, consisting of more or less **fifteen (15) stalls**, by the LESSEE;
- b. Guarantee that for the entire duration of this Agreement, the PUBLIC MARKET shall only be allowed to be operated and managed by the LESSEE and
- c. Undertake to perform all of its obligations under this Agreement.

SECTION 3. The LESSEE shall:

- a. Establish, operate, manage, maintain, and, when necessary, improve and renovate the PUBLIC MARKET;
- b. Guarantee that the operations, management, and maintenance of the PUBLIC MARKET and shall follow relevant laws, rules, regulations, policies, and guidelines;
- c. Be solely responsible for all the financial expenses incurred in the establishment, operations, management, maintenance, and improvement of the PUBLIC MARKET, including payment of utilities, permits, licenses, taxes, and management of its tenants and stall owners;
- d. Be solely responsible for all the fees and charges relating to the acquisition of the necessary permits, licenses, etc.;

- e. Be solely responsible for all losses directly related to or incidental to the establishment, operations, maintenance, and improvement of the PUBLIC MARKET;
- f. Collect the fees from the tenants of the PUBLIC MARKET;
- g. Be responsible for keeping a book of accounts, recording all fees collected and all expenses incurred, and calculating the net profit;
- h. Guarantee to the LESSOR the right to access and review its books of accounts and other related financial documents;
- i. Keep and maintain the PUBLIC MARKET clean and free from rubbish and dirt at all times. Arrange for the regular removal of trash and garbage, and shall not burn any trash or garbage in or about the PUBLIC MARKET or anywhere within the premises;
- j. Be solely responsible for managing all types of wastes, including other biological and hazardous wastes;
- k. Maintain the PUBLIC MARKET clean and free of rodents, bugs, and vermin and, at the request of the LESSOR, participate and cooperate in carrying out any problem of extermination that the LESSOR may direct. The LESSEE shall bear the cost thereof;
- l. Not cause, allow, or permit any noxious, disturbing, or offensive odors, fumes or gases or any smoke, dust, steam, or vapor, or any loud or disturbing noise, sound, or vibration to emit or originate from the PUBLIC MARKET;
- m. Be responsible for the maintenance and repair of plumbing and electrical fixtures (such as faucets and their parts, lights, keys, sockets, switches, etc.) within the PUBLIC MARKET but upon the LESSOR'S supervision; hence, the LESSOR must be notified before such activity is undertaken by the LESSEE;
- n. Be solely responsible for the peace, orderliness, and security of the PUBLIC MARKET and
- o. Undertake to perform all of its obligations under this Agreement;

SECTION 4. Corporate Social Responsibility of the LESSEE:

- a. The LESSEE shall endeavor to achieve the highest possible level of contribution to the sustainable development of the LESSOR and the local community by adopting a high degree of socially responsible practices based on the voluntary principles and standards set forth in this Agreement.
- b. The LESSEE shall do their best to comply with the following voluntary principles and standards for responsible business conduct and in accordance with the laws adopted by the LESSOR in receiving the program:
 - (1) Stimulate economic, social, and environmental progress to achieve sustainable development;

- (2) Respect the human rights of those involved in the business activities in accordance with the LESSOR's international obligations and commitments;
- (3) Encourage local capacity building through close collaboration with the local community;
- (4) Encourage the development of human capital, in particular by creating employment opportunities;
- (4) Support and maintain the principles of good corporate governance, develop and implement good corporate governance practices;
- (5) Improve the transparency of its activities in the fight against corruption and extortion and maintain accurate and reliable books, records, and accounts that ensure that they cannot be used for purposes other than what is stipulated within this Agreement;
- (6) Develop and implement effective self-discipline practices and management systems that foster a relationship of mutual trust between the companies and societies in which operations are performed;
- (7) Refrain from any discriminatory or disciplinary action against employees who report to the Board of Directors or, where appropriate, to competent public authorities, practices that violate the law or violate the ethical governance rules to which all business owners are subject;
- (8) Encourage, as far as possible, business partners, including suppliers and subcontractors, to apply the principles of business conduct consistent with the principles set out in this Article and
- (9) Respect local political activities and processes.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

SECTION 1. The LESSOR hereby represents and warrants that:

- a. It has the full power, authority, and legal right to enter into this Agreement, to exercise its rights and perform its obligations hereunder, and to consummate the transactions contemplated herein;
- b. All consents necessary for the due execution, delivery, and performance of this Agreement have been obtained;

SECTION 2. The LESSEE hereby represents and warrants that:

- a. The PUBLIC MARKET shall be operated and managed exclusively

by the LESSEE according to the original tenor of this Agreement;

- b. It is a duly organized business entity, validly existing and in good standing under the laws of the Republic of the Philippines;
- c. It has full power, authority, and legal right to enter into this Agreement, to exercise its rights and perform its obligations hereunder, and to consummate the transaction contemplated herein;
- d. The development plans for the PUBLIC MARKET have been approved by applicable regulatory agencies and other concerned parties;
- e. All consents necessary for the due execution, delivery, and performance of this Agreement have been obtained;
- f. It shall comply with all relevant laws, rules, regulations, and policies relating to the establishment and operations of a PUBLIC MARKET;
- g. The LESSEE hereby guarantees prompt payment of any and all charges heretofore mentioned as they may fall due and/or become demandable. Any delay in payment thereof shall constitute a material breach of herein agreement sufficient to cause immediate, unilateral rescission thereof by herein LESSOR;
- h. It shall hold the LESSOR, including their officials and personnel, free and harmless from any and all claims, actions, liabilities, losses, and suits that may be brought or instituted by any party whatsoever because of the fault, failure, negligence, delay, or any conduct of the PROPRIETOR, its respective officers, employees, tenants, stall owners, and agents in the performance of their corresponding obligation under this Agreement, without prejudice to its claim against the proper erring party;
- i. The obligations expressed to be assumed by it under this Agreement are legal, valid, and binding obligations, enforceable against them in accordance with the terms and conditions hereof, and that all acts, conditions, and things required by their Articles of Incorporation to be done, fulfilled, or performed to enable it to enter into, execute, deliver, exercise its rights, and perform its obligations hereunder are within its power to perform as provided under its Articles of Incorporation; and

ARTICLE V RENTAL FEES, TAXES AND ESCALATION CLAUSE

SECTION 1. For and in consideration of the use and occupancy of the Leased Premises, the PROPRIETOR shall pay the LGU BACCOOR a monthly rental of _____ (PHP _____), 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 Agreement.

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

For purposes of this Agreement, the Bahayang Pag-Asa Phase 2-C HOA, INC., shall be entitled to a THIRTY PERCENT (30%) share out of the monthly rental fee, including the arrears or collectibles from previous years from _____ to _____.

SECTION 2. 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.

SECTION 3. Value-Added Tax. The lease 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 the 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 grounds 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 Lease Period until such time that LESSOR provides a copy of its VAT Registration Certificate. To avoid doubt, the LESSEE shall not be liable to retroactively pay any VAT in case of late submission of the relevant VAT Registration Certificate by the LESSOR.

SECTION 4. Rental Escalation. It is agreed that the monthly rental under this Agreement shall be adjusted on a yearly basis beginning on the second year of the lease period or upon every renewal period; the Parties so agree that the increase in rent for each year on the monthly rental due shall be **ten percent (10%)** per annum.

ARTICLE VI ADVANCE RENTAL AND SECURITY DEPOSIT

SECTION 1. ADVANCE RENTAL. The sum of _____ (PHP _____), exclusive of value-added tax, representing three (3) months advance rental, applicable for the last three (3) months of the Contract.

SECTION 2. SECURITY DEPOSIT. Security Deposit in the sum of _____ (PHP _____), 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 in 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.

SECTION 3. The LESSEE shall be solely responsible for funding the establishment, operations, management, maintenance, improvement, and/or renovation of the PUBLIC MARKET. The LESSOR shall not have any financial responsibility for any concerns related to the establishment, operations, management, maintenance, improvement, and/or renovation of the PUBLIC MARKET.

SECTION 4. For purposes of this Agreement, any amount received by the LESSEE directly or incidental to the operations of the PUBLIC MARKET shall be eligible for profit-sharing with the LESSOR.

For the entire duration of this Agreement and subject to the provisions of Section 4 of this Article, profit sharing will be based on gross profit. The following shall be the profit share of LGU BACCOOR:

	PERCENTAGE SHARE
LGU BACCOOR	70%
PUBLIC MARKET	30%

In addition, LGU BACCOOR will also receive an additional share of [REDACTED] from the monthly net profit of the PUBLIC MARKET.

SECTION 5. Any revisions to this Article or the percentage of profit sharing shall not require any Sangguniang Panlungsod Resolution or City Ordinance, as long as the revision is in writing, signed by both Parties, and does not decrease the percentage of profit sharing stated in this Article.

SECTION 6. 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 thirty (30) calendar days from receipt of a written request from the LESSEE.

ARTICLE VI TERM AND TERMINATION

SECTION 1. This Agreement shall be for a period of ONE (1) YEAR commencing from [REDACTED] and shall expire at midnight of [REDACTED] (the "Term"), unless earlier terminated pursuant to Section 2 of this Article. This Agreement may be renewed at the instance of either the LESSOR or the LESSEE by sending the other Party a written notice to such effect six (6) months prior to the expiration thereof, under such terms and conditions as may be mutually acceptable to the LESSOR and the LESSEE.

SECTION 2. This Agreement may be terminated based on the following conditions:

- a. Mutual agreement;

- b. Material breach;
- c. Fraud, misrepresentation, or negligence by one Party;
- d. The LESSEE is declared insolvent or
- e. Any similar causes

SECTION 3. Nothing in this Agreement prevents the Innocent Party from seeking redress to recover losses incurred due to the actions, omissions, and/or negligence of the Guilty Party.

ARTICLE VII MISCELLANEOUS PROVISIONS

SECTION 1. Repairs and maintenance costs arising from the normal wear and tear of usage, including maintenance of water, electrical, and sewage systems, shall be for the sole account of the LESSEE. Repairs and maintenance arising from the structural or hidden defects of the PUBLIC MARKET shall be for the account of the LESSEE. The CORPORATION shall not start nor proceed with any major repair work, demolition, or renovation, particularly works or repairs of electrical, plumbing, painting, or any case introduce new permanent improvements, alterations, or fixtures thereon, without the written consent of LGU BACOR.

SECTION 2. This Agreement contains the full and complete agreement among the Parties on the subject matter, and the same shall supersede any and all representations, understandings, or agreements, verbal or written, implied or express, previously made or entered into by them. This Agreement may only be amended upon the written mutual agreement of the Parties. It is understood that all terms and conditions herein provided are subject to and subordinate to the existing laws, rules, and regulations of the LESSOR. In case of conflict, the pertinent provisions of the law, rules, and regulations shall prevail.

SECTION 3. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

SECTION 4. In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective of providing adequate, livable, affordable, and inclusive housing and communities to the Filipinos.

SECTION 5. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors-in-interest and assigns.

SECTION 6. This Agreement shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Agreement shall be deemed valid and binding upon contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this Agreement. This Agreement shall be legally acceptable after being signed and stamped with the corporate

seals by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this Agreement, all previous verbal and/or written arrangements about the subject of this Agreement shall be considered null and void.

- SECTION 7.** The relationship of the Parties under and in relation to this Agreement shall be limited to the matters herein contained. Nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership in which any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.
- SECTION 8.** The failure of a Party to insist upon strict performance of any of the terms, conditions, and covenants under this Agreement shall not be deemed a relinquishment or waiver of any right/remedy that the aforesaid Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of any of the terms, conditions, and covenants of this Agreement by any Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension, or forbearance of any other term, condition, and/or covenant of this Agreement.
- SECTION 9.** No Party shall be liable for any failure or delay in performing its respective obligations as herein provided if any force majeure event shall be the proximate cause of the same. For purposes of this Agreement, a "Force Majeure Event" shall include, but not be limited to (i) declared or undeclared war, armed hostilities, revolution, rebellion, insurrection, riot, public disorder, and the like; (ii) unforeseen rock formations in the geodetic layers of the identified deep well sites; and (iii) extreme and unforeseen weather conditions, fire, unusual flood, earthquake, and similar calamities or acts of God, and Government's, local or national, declaration of community quarantines and other restrictions; and (iv) expropriation on any part of the site on which the Project will be located. The Party invoking the existence of a Force Majeure Event shall immediately notify the other Party, specifying the nature and details of the Force Majeure Event, how it affects the Party's ability to comply with its obligations hereunder, and a proposed mitigating action to address the same. Upon the cessation of such Force Majeure Event, the Parties shall immediately resume the performance of their obligations hereunder. However, if the Force Majeure Event extends for a period in excess of 180 continuous days, the Parties hereto shall meet to discuss the basis and terms upon which this Agreement be continued or mutually terminated.
- SECTION 10.** The Parties also agree that both shall exert utmost effort in settling any dispute amicably and peacefully. Any conflict or dispute arising out of this Agreement on the interpretation or implementation of any provision hereof shall be settled amicably within thirty (30) days through the Parties' authorized representatives. Either Party may initiate amicable discussions by sending written notice to the other Party, specifying the alleged dispute, and proposing a schedule for the amicable settlement thereof. In the event that the parties are unable to settle the dispute amicably and resort to any judicial relief be made to enforce any of the Parties' rights and/or the terms and conditions of the Agreement, the

Aggrieved Party shall be entitled to recover ATTORNEY'S FEES from the Defaulting Party in the amount equivalent to TWENTY-FIVE PERCENT (25%) of the amount claimed in addition to the Cost of Suit and other litigation expenses, which the law and the court may deem reasonable to award.

- SECTION 11.** If any part of this Memorandum of Agreement shall for any reason be declared invalid and unenforceable, the remaining portions not affected thereby shall remain in full force and effect as if this Memorandum of Agreement was executed with such invalid portion eliminated or as if the parties would not have executed this Memorandum of Agreement had they known the invalidity or unenforceability thereof.
- SECTION 12.** This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines. Execution, delivery, and performance of this Agreement shall not violate any provision of applicable laws or constitute a breach of any contracts it has entered into.
- SECTION 13.** Except as may be otherwise specifically provided in this Agreement, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.

IN WITNESS WHEREOF, the parties hereunto affixed their hands in signature together with their instrumental witnesses this ____ day of _____ 20____, in the City of Bacoor, Province of Cavite.

CITY GOVERNMENT OF BACOOR

AVENIDA WET AND DRY MARKET

By:

By:

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 20____

Ms. RIZA D. VILLA
Proprietor

SIGNED IN THE PRESENCE OF:

ATTY. AIMEE TORREFRANCA-NERI
City Administrator
Office of the City Administrator

<FULL NAME>
<Position Title/Designation>

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Bacoor, Cavite) S.S.

BEFORE ME, a Notary Public for and in the City of Bacoor, Province of Cavite,
this ____ day of _____ 202__, personally appeared the following persons:

NAME	ID	ID NUMBER / PLACE OF ISSUANCE	VALIDITY
HON. STRIKE B. REVILLA			
RIZA D. VILLA			

Known to me, and to me known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed as well as those of the entities they represent. The foregoing Agreement consisting of _____ (____) pages, including this page where the acknowledgment appears, has been signed by the parties and their instrumental witnesses on each page hereof.

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

Doc. No. _____
Page No. _____
Book No. _____
Series of 202_____