



COMMITTEE on INFORMATION and COMMUNICATION TECHNOLOGY

COMMITTEE REPORT

Office of the Sangguniang Panlungsod
Received by: *James P. ...*
Date: *29 AUG 2025*
Time: *9:18 pm*

Subject: A RESOLUTION AMENDING CITY RESOLUTION NO. 2025-650 FROM MEMORANDUM OF AGREEMENT TO CONTRACT OF LEASE WITH DIGITAL OUT OF HOME INCORPORATED AND AUTHORIZING THE CITY MAYOR TO SIGN THE SAID CONTRACT OF LEASE. (PCR 120-2025 dated 26 August 2025)

The aforementioned proposed City Resolution was endorsed to the Sangguniang Panlungsod from the City Administrator's Office on August 18, 2025. The minutes of the hearing, attendance sheets, photos, a copy of City Resolution NO. 2025-650 and drafts of Memorandum of Agreement and Contract of Lease are attached to this report.

FINDINGS :

Digital Out of Home Incorporated (DOOH) is engaged in the business of advertising, marketing, promoting, manufacturing and vending outdoor advertising media. In order for the City Government of Bacoor to develop a static and digital displays for advertising, the Local Government Unit acknowledges the potential of DOOH to operate the installation and maintenance of the City's advertising displays. With this in mind, both of the parties sees the possibility of generating profits through the utilization of the digital displays for the City Government's property.

A copy of a Memorandum of Agreement (MOA) was sent to the Sangguniang Panlungsod by the Office of the City Mayor for its review and consideration. The Sangguniang Panlungsod deliberated thereon and found its terms and conditions to be in accordance with law. The aforementioned was discussed and is duly approved by the Sangguniang Panlungsod on February 03, 2025 (CITY RESOLUTION NO. 2025-650 Series of 2025).

In light of the City Government's negotiation and agreements with DOOH, City Administrator's Office politely request both parties to formalized the discussions in a form of Contract of Lease rather than a Memorandum of Agreement. In this way, the nature and terms of the engagement are better reflected thus, in best interest for the parties involve.





RECOMMENDATION :

Following careful analysis and deliberation, the Committee thru Honorable Adrielito G. Gawaran, recommends to **APPROVE** the proposed city resolution AMENDING CITY RESOLUTION NO. 2025-650 FROM MEMORANDUM OF AGREEMENT TO CONTRACT OF LEASE WITH DIGITAL OUT OF HOME INCORPORATED AND AUTHORIZING THE CITY MAYOR TO SIGN THE SAID CONTRACT OF LEASE.

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

Signed this 29TH day of August 2025 at the City of Bacoor, Cavite.

COMMITTEE on INFORMATION and COMMUNICATION TECHNOLOGY



HON. ADRIELITO G. GAWARAN
Chairman



HON. PALM ANGEL S. BUNCIO
Vice Chairman



HON. MANOLO S. GALVEZ
Member



HON. RANDY C. FRANCISCO
Member





COMMITTEE on INFORMATION and COMMUNICATION TECHNOLOGY

MINUTES OF THE COMMITTEE HEARING

ICT NO. 003 S. 2025

Office of the Sangguniang Panlungsod
Received by Alvin 2025
Date: 7-9
Time: 4:18 pm

Subject: A RESOLUTION AMENDING CITY RESOLUTION NO. 2025-650 FROM MEMORANDUM OF AGREEMENT TO CONTRACT OF LEASE WITH DIGITAL OUT OF HOME INCORPORATED AND AUTHORIZING THE CITY MAYOR TO SIGN THE SAID CONTRACT OF LEASE. (PCR 120-2025 dated August 26, 2025)

The committee hearing convened on August 29, 2025, 1:30 pm at the SP Session Hall, 6th Floor, Bacoor Legislative and Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy. Bayanan, City of Bacoor, Cavite. It was presided over by Committee Chairman Hon. Adrielito G. Gawaran, Committee on Information and Communication Technology.

Members Present:

- Hon. Palm Angel S. Buncio
- Hon. Randy C. Francisco
- Hon. Manolo S. Galvez

Other Present:

- Atty. Marco Mendoza
- Atty. Aimee Torrefranca – Neri
- Lodgene G. Asuncion
- Engr. Jicky d. Jutba
- Alvin M. Carranza

OCLS
City Administrator's Office
E-Governance Dept.
City Engineering Office
DOOH, Incorporated





Republic of the Philippines
Province of Cavite
CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



The Committee Chair and Members of the Committee assessed and evaluated the content of the Memorandum of Agreement between the CITY GOVERNMENT OF BACOOR and DIGITAL OUT OF HOME, INCORPORATED. After careful review and deliberated the content, the committee decided to approve the Memorandum of Agreement.

Hon. Randy C. Francisco moved for the adjournment of the hearing and was duly seconded by Hon. Palm Angel S. Buncio. The Committee Hearing adjourned at exactly 2:00 pm.

Prepared By:


MICHAEL JOSEPH G. GAWARAN
Staff

Attested By:


ADRIELITO G. GAWARAN
Chairman on Committee Information and
Communication Technology





**COMMITTEE ON INFORMATION AND COMMUNICATION
TECHNOLOGY**

NOTICE OF COMMITTEE HEARING

(PROOF OF RECEIPT)

(August 29, 2025 1:30 PM)
(SP Session Hall)

Office of the Sangguniang Panlungsod
Received by Janet Pineda
Date: 29 Aug 2025
Time: 1:18 pm

Subject: A RESOLUTION AMENDING CITY RESOLUTION NO. 2025-650 FROM MEMORANDUM OF AGREEMENT TO CONTRACT OF LEASE WITH DIGITAL OUT OF HOME INCORPORATED AND AUTHORIZING THE CITY MAYOR TO SIGN THE SAID CONTRACT OF LEASE. (PCR 120-2025 referred August 26, 2025.)

NAME	OFFICE	CONTACT # Email Address	SIGNATURE/DATE
HON. ADRIELITO G. GAWARAN	SP		
HON. PALM ANGEL S. BUNCIO	SP		
HON. MANOLO S. GALVEZ	SP		
HON. RANDY C. FRANCISCO	SP		
ATTY. MARCO MENDOZA OCLS	OCL	415	
ATTY. AIMEE TORREFRANCA - NERI CITY ADMINISTRATOR'S OFFICE	CAO	405	
LODGENE G. ASUNCION E-GOVERNANCE DEPT.	E-Gov		
ENGR. JICKY D. JUTBA CITY ENGINEERING OFFICE	CEO		
ALVIN M. CARRANZA DIGITAL OUT OF HOME, INCORPORATED			

NOTICE OF COMMITTEE HEARING PCR 010-2025

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A RESOLUTION AMENDING CITY RESOLUTION NO. 2025-650 FROM MEMORANDUM OF AGREEMENT TO CONTRACT OF LEASE WITH DIGITAL OUT OF HOME INCORPORATED AND AUTHORIZING THE CITY MAYOR TO SIGN THE SAID CONTRACT OF LEASE.

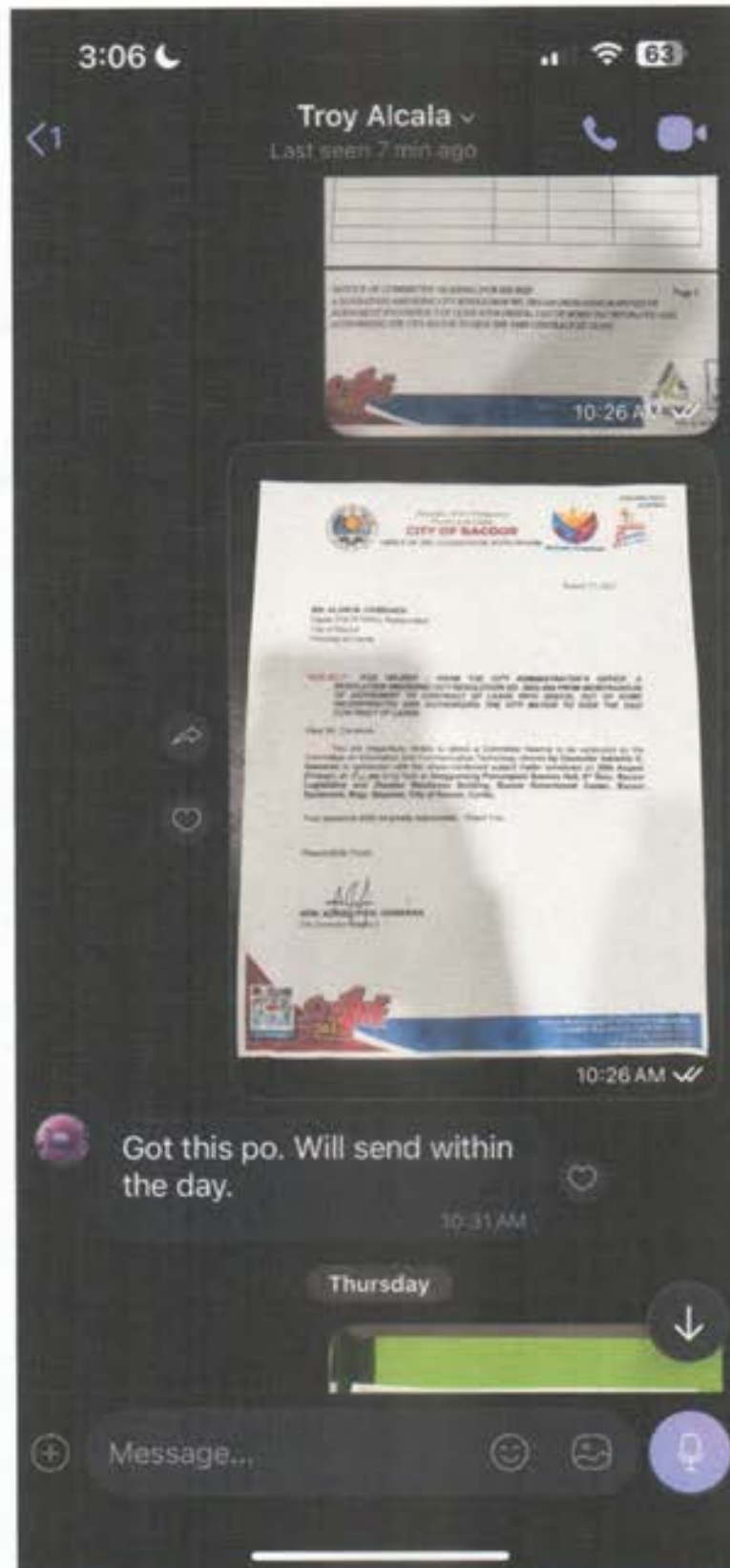




Republic of the Philippines
Province of Cavite
CITY OF BACOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



CGBR-SPBac-F01.02
01/20/2025



Address: Bacoor Legislative and Disaster Preparedness Bldg.
Bacoor Blvd., Brgy. Bagapasan, City of Bacoor, Cavite
Telephone: (046) 417-0727
Website: www.bacoorcitynp.com



Cert. no. 24/181809



**COMMITTEE ON INFORMATION AND COMMUNICATION
TECHNOLOGY
COMMITTEE HEARING**

(ATTENDANCE)
(August 29, 2025 1:30 PM)
(SP Session Hall)

Office of the Sangguniang Panlungsod
Received by: Janet Pring
Date: 9/1/2025
Time: 4:18 pm

Subject: A RESOLUTION AMENDING CITY RESOLUTION NO. 2025-650 FROM MEMORANDUM OF AGREEMENT TO CONTRACT OF LEASE WITH DIGITAL OUT OF HOME INCORPORATED AND AUTHORIZING THE CITY MAYOR TO SIGN THE SAID CONTRACT OF LEASE. (PCR 120-2025 referred August 26, 2025.)

NAME	OFFICE	CONTACT # Email Address	SIGNATURE/DATE
HON. ADRIELITO G. GAWARAN	SP		
HON. PALM ANGEL S. BUNCIO	SP		
HON. MANOLO S. GALVEZ	SP		
HON. RANDY C. FRANCISCO	SP		
ATTY. MARCO MENDOZA OCLS	OCLS	415	
ATTY. AIMEE TORREFRANCA - NERI CITY ADMINISTRATOR'S OFFICE	CAO	405	
LODGENE G. ASUNCION E-GOVERNANCE DEPT.	E-Gov		
ENGR. JICKY D. JUTBA CITY ENGINEERING OFFICE	CEO		
ALVIN M. CARRANZA DIGITAL OUT OF HOME, INCORPORATED			

NOTICE OF COMMITTEE HEARING PCR 010-2025

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A RESOLUTION AMENDING CITY RESOLUTION NO. 2025-650 FROM MEMORANDUM OF AGREEMENT TO CONTRACT OF LEASE WITH DIGITAL OUT OF HOME INCORPORATED AND AUTHORIZING THE CITY MAYOR TO SIGN THE SAID CONTRACT OF LEASE.





COMMITTEE on INFORMATION and COMMUNICATION TECHNOLOGY

COMMITTEE HEARING PHOTOS

Office of the Sangguniang Panlungsod
Received by: Janet P. Pina
Date: 29 AUG 2025
Time: 2:18 pm

Subject: A RESOLUTION AMENDING CITY RESOLUTION NO. 2025-650 FROM MEMORANDUM OF AGREEMENT TO CONTRACT OF LEASE WITH DIGITAL OUT OF HOME INCORPORATED AND AUTHORIZING THE CITY MAYOR TO SIGN THE SAID CONTRACT OF LEASE. (PCR 120-2025 dated 26 August 2025)



COMMITTEE HEARING PHOTOS ICT NO. 003 S. 2025

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PCR 120-2025 AUG 26, 2025- FROM THE CITY ADMINISTRATOR'S OFFICE: A RESOLUTION AMENDING CITY RESOLUTION NO. 2025-650 FROM MEMORANDUM OF AGREEMENT TO CONTRACT OF LEASE WITH DIGITAL OUT OF HOME INCORPORATED AND AUTHORIZING THE CITY MAYOR TO SIGN THE SAID CONTRACT OF LEASE.





Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



CBSCR-SPBac-03-P02.02
01/20/2025

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. RAMON C. BAUTISTA
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:
ATTY. KHALIL A. ATIGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:
HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2025-650
Series of 2025

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH DIGITAL OUT OF HOME INCORPORATED REGARDING THE DEVELOPMENT, INSTALLATION AND MAINTENANCE OF STATIC/DIGITAL ADVERTISING DISPLAYS.

Sponsored by:

Hon. Rogelio M. Nolasco

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon C. Bautista, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis, and Hon. Levy M. Tela.

WHEREAS, Digital Out of Home Incorporated (DOOH) is engaged in the business of advertising, marketing, promoting, manufacturing and vending outdoor advertising media;

WHEREAS, the DOOH intends to develop, install and maintain digital advertising display on the property of the city government;

WHEREAS, the City Government of Bacoor and the DOOH recognize the potential for generating profits through the operation of advertising displays on the city government's property;

WHEREAS, a copy of a draft Memorandum of Agreement (MOA) was sent to the Sangguniang Panlungsod by the Office of the City Mayor for its review and consideration. The Sangguniang Panlungsod deliberated thereon and found its terms and conditions to be in accordance with law. The proposed MOA is incorporated hereto and will be made a part of this Resolution as **Annex "A"**.

NOW THEREFORE, upon motion of Hon. Rogelio M. Nolasco, unanimously seconded by the City Council, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Mayor Strike B. Revilla, to sign a Memorandum of Agreement on behalf of the City



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-LEVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. RAMON N. BAUTISTA
City Councilor

HON. ALEJANDRO F. GUTIERREZ
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HON. LEVY M. TELA
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HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

Government of Bacoor with Digital Out of Home Incorporated regarding the development, installation and maintenance of static/digital advertising displays.

RESOLVED FURTHER, to furnish the City Mayor, the Digital Out of Home Incorporated, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this resolution.

UNANIMOUSLY APPROVED, this 3rd day of February 2025 during the 126th regular session of the 5th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution was approved in accordance with law.

Certified:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Joint Venture Agreement ("Agreement") is made and entered into this _____ at _____ by and between:

DIGITAL OUT OF HOME INCORPORATED, a domestic corporation with principal office address at 271 Avant, 26th Street corner 3rd Avenue, BGC, Taguig City, duly represented by its President, **ALVIN M. CARRANZA** (hereinafter referred to as "DOOH"); and

- and -

CITY OF BACOR CAVITE, a Local Government Unit principal office address at Bacoor Boulevard, Bacoor, Cavite duly represented by its Mayor, **HON. STRIKE B. REVILLA** (hereinafter referred to as "LGU"),

(collectively referred to as "Parties")

- WITNESSETH: That -

WHEREAS, DOOH is engaged in the business of advertising, marketing, promoting, manufacturing and vending outdoor advertising media;

WHEREAS, the LGU is the registered owner of a property located at Bacoor Boulevard, Bacoor, Cavite ("Subject Property");

WHEREAS, DOOH intends develop, install, and maintain digital advertising displays on the Subject Property;

WHEREAS, the Parties recognize the potential for generating profits through the operation of advertising displays on the Subject Property;

WHEREAS, the Parties agree that it would be mutually beneficial to enter into a Joint Venture Agreement with the aim of sharing the gross profits from the venture;

WHEREAS, the Parties desire to establish the terms and conditions governing their joint venture, including the rights, obligations, and responsibilities of each party;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. DEFINITION OF TERMS

For purposes of this Agreement, the following terms shall mean:

- 1.1 Memorandum of Agreement ("MOA") shall refer to the contractual agreement of DOOH and LGU under terms and conditions herein set forth, without, however, forming a general partnership.
- 1.2 Memorandum of Agreement ("MOA") shall refer to the marketing and sale, through sub-licensing, of advertising space or services thereon to the public.
- 1.3 Digital Displays shall refer to the outdoor advertising displays specifically shown and described in Annex "A".

1.4 Gross Profits shall refer to all monthly revenues actually collected due from third parties out of the MOA on the Digital Displays in the Subject Property managed and operated by DOOH, net of value-added tax.

1.5 Third-Party Client shall refer to any person or entity who enters into a contract with DOOH in connection with the MOA.

2. OBLIGATIONS OF THE PARTIES TO THE JOINT VENTURE

2.1 DOOH shall be exclusively responsible for all stages of the business sought to be operated, including but not limited to the following:

2.1.1 Conduct of market studies;

2.1.2 Compliance with regulatory requirements and insurance;

2.1.3 Commissioning lease, construction, installation, operation and maintenance of the Digital Displays;

2.1.4 Marketing and sales or lease of advertising space or services on the displays to the public.

In case the LGU refers clients, such a referral shall enjoy preference by DOOH.

2.2 The LGU hereby agrees that, in lieu of receiving rental charges for the use of the Subject Property, it shall be entitled to a share in the Gross Profits as compensation, according to the Revenue Sharing provided in item number 6 of this Agreement.

The above obligations notwithstanding, no general partnership, corporation, or any other entity shall be created for purposes of this Agreement, and no relationship other than a contractual obligation under the terms and conditions of this Agreement shall be established between the Parties.

3. TERM, EXPIRATION, RENEWAL, AND OPERATIONAL HOURS

3.1 The term of this Agreement shall commence on the date indicated at the beginning of this Agreement, and shall extend for a period of twenty - five (25) years.

3.2 This Agreement may be renewed or extended under such terms and conditions mutually acceptable to the Parties, provided that DOOH shall notify the LGU in writing of its intention to renew or extend the lease at least one (1) year prior to the expiration of the Agreement.

3.3 The LGU hereby grants DOOH the Right of First Refusal. DOOH shall have the right to exercise this option by furnishing a written notice of its intention to renew at least one (1) year prior to the expiration of the Agreement.

3.4 The Digital Displays shall be operational from 6:00 am to 12:00 midnight, from Monday through Sunday. The lightings for the Digital Displays shall be operational from 6:00pm to 11:00pm, Monday through Sunday.

4. MANAGEMENT/GOVERNANCE STRUCTURE

4.1 The Parties shall be managed and controlled jointly through the respective authorized representatives of the Parties, who may not be replaced except by a validly executed board resolution. Only one (1) representative shall be allowed per party.

- 4.2 DOOH shall bear the primary responsibility to market the MOA's advertising services to third parties, negotiate, execute and implement the resulting contracts, collect, remit and account for all Gross Profits. As a result, all contracts pertaining to the sales or lease of the Digital Displays shall be prepared and executed in the name of DOOH.

ALVIN M. CARRANZA shall represent DOOH while STRIKE B. REVILLA shall represent LGU, unless another representative has been duly designated by virtue of a validly executed board resolution.

Neither party be entitled to compensation for the services they perform under this Agreement.

5. REPORTING AND ACCESS TO INFORMATION

- 5.1 In the execution of their respective responsibilities, the parties shall maintain absolute transparency, and shall provide the other party with all relevant records, documents or information in relation to the MOA, including contracts of lease of advertising space with third party clients.
- 5.2 At the end of each month, DOOH shall submit to the LGU a Monthly Sales Report. The report shall include a collection report in reference to these contracts and a computation of the profit sharing of both parties. The LGU shall advise the acceptance of this computation within five (5) days from the date of receipt of the report. Once there is acceptance or the five (5) days had lapsed, DOOH shall prepare a check for LGU's share in profit and remit the said check within ten (10) days.

6. REVENUE SHARING

- 6.1 In order to ensure proper accounting, all Net Revenue or any part thereof paid to any of the parties arising out of the MOA shall be deposited in the account of DOOH. Subsequently, DOOH shall remit the proportionate share of profits to the LGU.
- 6.2 All necessary licenses and permits for the operation and maintenance of the advertising space shall be for the account of DOOH. The LGU shall assist and cooperate with DOOH whenever necessary.
- 6.3 Operating expenses such as but not limited to utilities, repair, maintenance and similar and/or incidental costs directly related to the MOA, shall be to the account of DOOH.
- 6.4 The monthly Net Revenue shall be distributed to the parties simultaneously at the end of each month, following the deduction of all operating and cost of sales expenses. The distribution of the remaining Net Revenue shall be allocated as follows:
- 6.4.1 10% to the LGU; and
 - 6.4.2 90% to DOOH, INC.
- 6.5 As stipulated in 6.4 of the contract, a deduction of all operating and cost of sales expenses from the monthly Gross Profit shall be allocated to cover the MOA's Operating Expenses. This amount shall be maintained in DOOH's account. The funds in this account shall be utilized to address the expenses mentioned in paragraph 6.3, and applicable taxes shall apply.

7. WARRANTIES AND UNDERTAKINGS

7.1 LGU's Undertakings:

- 7.1.1 LGU shall provide the location which shall be developed into outdoor advertising platforms.
- 7.1.2 LGU shall ensure that all necessary permits over the Subject Property has been complied with.
- 7.1.3 LGU shall cover for the rental of the area.
- 7.1.4 LGU is the only true, absolute, and beneficial owner and possessor in good faith of the Subject Property. The LGU shall defend the peaceful use of the Subject Property by DOOH.
- 7.1.5 The LGU shall ensure that all necessary licenses and permits for the operation of the outdoor advertising platforms has been complied with.
- 7.1.6 LGU shall maintain the real property taxes of the Subject Property thereon.

7.2 DOOH's Undertakings:

- 7.2.1 DOOH shall manufacture, construct and install advertising structures on the designated area of the Subject Property.
 - 7.2.2 DOOH shall be responsible for the operation and maintenance of the outdoor advertising platforms located within the designated areas of the Subject Property.
 - 7.2.3 DOOH shall manage and control the display of LED advertising materials for third-party clients.
 - 7.2.4 DOOH shall have the sole responsibility for Sales & Marketing activities related to the MOA.
 - 7.2.5 In the absence of revenues, DOOH shall cover for the utility and operational expenses incurred under this Agreement.
- 7.3 The parties undertake, represent and warrant to each other that they have the respective capacity and authority to enter into this Agreement and to implement the transactions contemplated herein, and that upon the execution hereof, the same shall be legal, valid and enforceable as against each of them.

8. TAX IMPLICATIONS AND OTHER REPORTORIAL REQUIREMENTS

- 8.1 Generally, all reportorial, accounting and taxation requirements, implications and compliance of the parties as separate entities before the Securities and Exchange Commission, the Bureau of Internal Revenue, the local government or any other governmental agency or entity in the Philippines or abroad, particularly in relation to activities in relation to this JV, shall be for their separate and individual compliance. As such, the parties hold each other free and harmless from any claim, suit or damage that may be caused by, arise out of, or accrue in relation to a party's fault or negligence in complying with government reportorial, accounting and taxation requirements, implications and compliance regulations.

9. ALLOCATION OF SPOTS

- 9.1 A portion equivalent to 10% of the total run time of 10-second spots on the LED Digital Displays shall be allocated to the LGU where the Subject Property is located, which they may be utilize to promote the it's advocacies, advisories and announcements.

10. EXCLUSIVITY

- 10.1 The LGU shall grant DOOH the exclusive right to market, sell and use the Digital Displays of the LGU, together with all infrastructure improvements and fixtures located in the Subject Property, during the entire term of this Agreement. The exclusive use shall be defined and described in Annex "A".

- 10.2 DOOH shall market and sell advertising spots to potential clients and for no other purpose.

11. CONFIDENTIALITY AND NON-DISCLOSURE

- 11.1 Neither party shall make any disclosure of the existence or the terms of this Agreement without the prior written consent of the other party, unless otherwise required by law, any government or regulatory body or stock exchange, in which case a written prior notice shall be sufficient indicating the following:

- 11.1.1 The person or entity requesting the disclosure;
- 11.1.2 The information being required; and
- 11.1.3 The purpose of the disclosure thereof.

- 11.2 In the course of this JV, each party may have already given, or will be giving, to the other non-public information concerning itself relating to its business and operations, including but not limited to:

- 11.2.1 Any or all information considered as personal data under Republic Act No. 10173, also known as the Data Privacy Act of 2012 (DPA), and its Implementing Rules and Regulations;
- 11.2.2 Information relating to commercial, financial, marketing, technical, planning or other business affairs and internal records;
- 11.2.3 Trade secrets, know-how, methods, techniques, processes, programs, inventions and other information relating to products, services or processes marketed or used in the course business; and
- 11.2.4 Customer lists and other information relating to other persons, including customers, subcontractors, employees, and co-venturers or any customers or potential customers.

(collectively "Confidential Information")

- 11.3 Each party warrants that it shall not, without prior written consent of the party owning the Confidential Information:

- 11.3.1 Disclose or permit to be disclosed all or any part of the Confidential Information to any party;
- 11.3.2 Copy or reproduce or permit to be copied or reproduced in any form, all or any part of the Confidential Information; and
- 11.3.3 Directly or indirectly use or disclose or in any way exploit the Confidential Information.

12. INVENTIONS AND OTHER INTELLECTUAL PROPERTIES

12.1 Any and all materials, drawings or inventions developed by DOOH or with others during this agreement, as well as all intellectual property rights thereto, shall pertain to the DOOH from the moment of their creation. Any invention, discovery, improvement or design including materials and drawings that the LGU make during this agreement and in connection with its business, will be the property of DOOH. After termination of this Agreement, LGU should not remove any documents, proprietary methodology, printed materials, computer disks or other materials gained in the course of this agreement.

12.2 In this connection, LGU agrees to immediately disclose and provide to the DOOH all relevant information and do whatever is necessary to enable it to obtain any letters patent, design registration or copyright which the DOOH may require to obtain, maintain and enforce legal title and rights in and to all intellectual properties referred to above without any special or additional compensation to the independent contractor's self, including appointing the DOOH and/or its responsible officers as the LGU's attorney-in-fact for the aforesaid purpose.

13. NON SOLICITATION CLAUSE

During this Partnership, LGU shall not for any reason, whether on their own behalf, as an owner, independent contractor, employee, consultant, agent, partner, shareholder, co-venturer or otherwise, or on behalf of any other person, corporation, partnership, venture or any other entity or form of business, or otherwise, directly or indirectly:

13.1 Interfere with, solicit or hire (or attempt to interfere with, solicit or hire any officers, employees, representatives or agents of the DOOH or any of its subsidiaries; or

13.2 Induce or encourage (or attempt to induce or encourage) any officer, employee, representative or agent of the DOOH or any of its subsidiaries (A) to leave the employ or service of the DOOH or any of its subsidiaries, or (B) to violate the terms of their contract with the DOOH or any of its subsidiaries; or

13.3 Provide the DOOH's Business to any client of the DOOH which he has direct contact, direct supervisory responsibility or access to confidential information, nor will the Officer solicit, induce, or attempt to induce any such client to:

- (a) stop doing business with or through the DOOH, or
- (b) do business with any other person, firm, partnership, corporation or other entity that provides products or services materially similar to those provided by the DOOH.

14. TERMINATION

14.1 This Agreement may be pre-terminated by any of the Parties, if any of the following events occur:

14.1.1 The other party materially breaches this Agreement, and such breach is not cured within thirty (30) days from written notice by the non-breaching party to the breaching party, without prejudice to the right of

the non-breaching party to avail of the remedies granted by the law and equity.

14.1.2 Either party declares insolvency or has become insolvent, is placed under receivership, voluntarily or involuntarily becomes the subject of a court action for suspension of payments, rehabilitation or liquidation, or has otherwise lost or impaired its capacity to contract; and/or

14.1.3 Both parties mutually decide in writing to terminate the joint venture relationship herein.

14.2 In the event that either party has cause to terminate this Agreement, the terminating party shall provide written notice to the other party at least thirty (30) days prior to the intended date of termination. The notice shall include the reasons for termination.

15. DISPUTE RESOLUTION

15.1 Any and all disputes, controversies, and conflicts between the Parties in connection with this Agreement or the JV relationship shall, so far as possible, be settled amicably between the Parties.

15.2 Failing such an amicable settlement, any and all disputes, controversies and conflicts arising out of or in connection with this Agreement or its performance (including the validity of this Agreement) shall be referred to mediation, conciliation and court action, in that particular order.

15.3 This Agreement shall be governed by, and construed in accordance with the laws of the Philippines.

16. EQUITABLE RELIEF

The Parties shall have the right to avail of any equitable relief, including injunction and/or specific performance, to enforce any of the rights arising hereunder, or to prevent or cure any breach of this Agreement, without in any way prejudicing any other available legal relief.

17. NOTICES

All notices required to be made between the parties shall be in writing and personally served, sent by fax, or electronic mail, addressed to the respective party's representative named in this Agreement and to the parties' addresses provided for herein.

18. SEPARABILITY

The invalidity or unenforceability of any provision hereof shall not affect or impair the other provisions which otherwise can be given full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and executed on the date and at the place first above written.

DIGITAL OUT OF HOME INC.

CITY OF BACOR CAVITE

By:

By:

ALVIN M. CARRANZA
President

HON. STRIKE B. REVILLA
Mayor

SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES } Sec.

BEFORE ME, a Notary Public for and in the above jurisdiction this _____ personally appeared the following:

<u>Name</u>	<u>Identification No.</u>	<u>Date</u>
ALVIN M. CARRANZA	P6516350A	21 March 2028/DFA Manila

STRIKE B. REVILLA

all known to me to be the same persons who executed the foregoing Joint Venture Agreement consisting of ten (10) pages including the page wherein this acknowledgment is written and the other pages have been duly signed by the parties and their witnesses on the left margin thereof and they acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

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

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2023.

ANNEX A

lamppost,
outdoor billboard signs,
pedestrian overpass.

- Niyog
- SM (2x)
- Tirona Highway (1x)
- St. Dominic
- Talaba
- Molino

external façade of the footbridges,
main road signage,
mini billboards along sidewalk, and
other potential outdoor advertising sites

REPUBLIC OF THE PHILIPPINES)
JSS.

SECRETARY'S CERTIFICATE

I, **MASTROIANNI G. ALCALA**, Filipino citizen, of legal age, and with office address at 271 Avant at the Fort, 26th Street, corner 3rd Avenue, Bonifacio Global City, Taguig, being the Corporate Secretary of **DIGITAL OUT-OF-HOME INC.**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 271 Avant at the Fort, 26th Street, corner 3rd Avenue, Bonifacio Global City, Taguig, (the "Corporation"), do hereby certify that:

1. I am the Corporate Secretary of **DIGITAL OUT-OF-HOME INC** (the "Corporation"), organized and existing under virtue of the laws of the Philippines with principal office at 271 Avant at the Fort, 26th Street, corner 3rd Avenue, Bonifacio Global City, Taguig,
2. At a duly constituted/special meeting (Hybrid) of the Board of Directors of the Corporation held on 30 September 2024, during which a quorum was present and acted throughout, the Board unanimously passed and approved the following resolutions:

"RESOLVED, AS IT IS HEREBY RESOLVED, that (the "Corporation"), through its Board of Directors, hereby authorizes its Chief Executive Officer, **ALVIN M. CARRANZA**, as the Corporation's representative to enter into a contract and/or Memorandum of Agreement with the Local Government of City of Bacoor, Cavite

"RESOLVED FURTHER, that the Corporation hereby appoints the above-named officer, to be the Corporation's representative with authority to follow-up, sign and execute for and in behalf of the Corporation, all documents, papers, and deeds in connection with the above transaction.

3. The above resolution has not been altered, modified or revoked and same remain in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ of October 2024 at _____

MASTROIANNI G. ALCALA
Corporate Secretary

SUBSCRIBED AND SWORN TO before me in _____ day of August 2024, affiant exhibiting to me his _____ valid until _____ as competent proof of his identity.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2024.

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease (the "Contract"), is made and entered into this _____ day of _____, 2025 (the "Effective Date"), at the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOR, CAVITE**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, City of Bacoor, Province of Cavite, herein represented by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to its authority conferred and embodied in Sangguniang Panlungsod City Resolution No. _____, Series of 2025, approved by the City Council of Bacoor on _____, and hereinafter referred to as "**LESSOR**"

and

The **DIGITAL OUT OF HOME INCORPORATED**, a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at 271 Avant, 26th Street corner 3rd Avenue, BGC, Taguig City, herein represented by its President, **Mr. ALVIN M. CARRANZA**, duly authorized for that purpose, and hereinafter referred to as "**LESSEE**"

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

WITNESSETH:

WHEREAS, the LESSOR is the registered owner of several properties mentioned in Annex "A" hereof (the "**Subject Properties**");

WHEREAS, said properties are intended to be utilized for public purposes consistent with the LESSOR's development plans, programs, and mandates;

WHEREAS, the LESSEE is engaged in the business of advertising, marketing, promoting, manufacturing, and vending outdoor advertising media;

WHEREAS, the LESSEE intends to develop, install, and maintain either static or digital advertising displays on the Subject Property;

LESSEE for the purpose of installing and operating such advertising displays, subject to applicable laws, ordinances, and regulatory requirements;

WHEREAS, it is necessary to formalize the terms and conditions governing the use, management, or disposition of the Subject Properties to ensure transparency, accountability, and compliance with applicable laws and regulations;

WHEREAS, both Parties agree that they would enter into a Contract of Lease in order to establish clear terms and conditions governing the installation, operation, maintenance, and removal of said advertising structures to ensure public safety, aesthetic standards, and compliance with local government policies;

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

SECTION 1. DEFINITION OF TERMS. For purposes of this Contract, the following terms shall mean:

- A. **STATIC OR DIGITAL DISPLAY** – Refer to the outdoor advertising displays specifically shown and described in ANNEX "B."
- B. **MONTHLY LEASE** – Refers to all monthly rentals payable by DOOH to LGU, plus value-added tax.
- C. **THIRD PARTY CLIENT** – Refers to any person or entity that enters into a contract with DOOH in connection with the Contract.

SECTION 2. RESPONSIBILITIES OF THE LESSEE. The LESSEE shall be exclusively responsible for all stages of the business operations related to the development and use of outdoor advertising platforms on the Subject Property, including but not limited to the following:

- A. Ensuring full compliance with all applicable laws, ordinances, and regulatory requirements, including the procurement and maintenance of necessary permits, licenses, and insurance coverage;
- B. Commissioning the construction, installation, operation, and maintenance of static or digital advertising displays, in accordance with approved specifications and safety standards;
- C. Undertaking the marketing, sale, or lease of advertising space or services on the displays to third-party clients or advertisers.

following rates:

- a. **For LED Displays:**
Fifty Thousand Pesos (PHP 50,000.00) plus Value Added Tax (VAT) per month per location
 - b. **For the Lamp Post Banners:**
One Thousand Pesos (PHP 1,000.00) plus VAT per month per post
 - c. **For the Static Bridgeway Display:**
Fifty Thousand Pesos (PHP 50,000.00) plus VAT per month per bridgeway
- E. Reports indicating booking periods that are co-terminus with client engagements shall be submitted to the LESSOR prior to installation or airing, for the purpose of determining the corresponding rental payment period.
- F. All specific locations for the installation of outdoor advertising platforms shall be subject to prior written approval by the LESSOR.

SECTION 3. LESSOR CONSENT AND NATURE OF RELATIONSHIP.

- A. The LESSOR hereby grants its consent for the LESSEE to develop, install, and operate outdoor advertising platforms at locations duly approved by the LESSOR, subject to applicable laws, ordinances, and regulatory requirements.
- B. Notwithstanding the foregoing, this Contract shall not be construed to create a general partnership, joint venture, corporation, or any other entity between the Parties. No relationship other than that of a contractual obligation governed strictly by the terms and conditions herein shall be deemed to exist or arise from this Contract.

SECTION 4. TERM, EXPIRATION, AND RENEWAL OF CONTRACT, AND OPERATIONAL HOURS

- A. The term of this Contract shall commence on the date indicated at the beginning hereof, and shall remain in full force and effect for a period of **THREE (3) YEARS**, unless earlier terminated pursuant to the provisions herein.
- B. This Contract may be renewed or extended under terms and conditions mutually agreed upon by the Parties. The LESSEE shall notify the LESSOR in writing of its intent to renew or extend the Contract no later than one (1) year prior to its expiration.

- C. The LESSOR hereby grants LESSEE the Right of First Refusal with respect to the continued lease of the Subject Property for outdoor advertising purposes. The LESSEE may exercise this right by submitting a written notice of its intention to renew the Contract at least one (1) year prior to its expiration.
- D. The Digital Displays shall be operational daily from 6:00 a.m. to 12:00 midnight, Monday through Sunday. The lighting for Static Displays shall be operational daily from 6:00 p.m. to 11:00 p.m., Monday through Sunday.

SECTION 5. REPORTING AND ACCESS TO INFORMATION

- A. In the performance of their respective obligations under this Contract, the Parties shall uphold full transparency and shall furnish each other with all pertinent records, documents, and information relating to this Contract. This shall include, but not be limited to, executed contracts of lease between the LESSEE and third-party advertising clients.
- B. The LESSEE shall submit to the LESSOR, at the end of each calendar month, a Monthly Placement Report detailing all active advertising placements. The Monthly Placement Report shall specify the duration of each client's contract, which shall serve as the basis for computing the corresponding rental period and remittance to the LESSOR.

SECTION 6. WARRANTIES AND UNDERTAKINGS

- A. **UNDERTAKINGS OF THE LESSOR.** The LESSOR hereby represents and undertakes the following:
 - a. The LESSOR shall provide the designated locations to be developed into outdoor advertising platforms by the LESSEE.
 - b. The LESSOR affirms that it is the true, absolute, and beneficial owner and possessor in good faith of the Subject Property.
 - c. The LESSOR shall defend and uphold the peaceful use and enjoyment of the Subject Property by the LESSEE throughout the term of this Contract.
 - d. The LESSOR shall ensure that all necessary licenses, clearances, and permits required for the operation of the outdoor advertising platforms have been duly secured and complied with.
 - e. The LESSOR shall be responsible for the payment and maintenance of real property taxes pertaining to the Subject Property.

represents and undertakes the following.

a. The LESSEE shall manufacture, construct, and install advertising structures within the designated areas of the Subject Property.

b. The LESSEE shall operate and maintain the outdoor advertising platforms installed on the Subject Property, ensuring their safety, functionality, and aesthetic standards.

c. The LESSEE shall manage and control the display of LED advertising materials for third-party clients, in accordance with applicable content and regulatory guidelines.

d. The LESSEE shall oversee the production and installation of advertising materials for static displays.

e. The LESSEE shall be solely responsible for all sales and marketing activities related to the advertising platforms covered by this Contract.

f. The LESSEE shall bear all capital expenditures (CAPEX) and operating expenses (OPEX) associated with the development, installation, and operation of the advertising platforms.

g. The LESSEE shall remit monthly rental payments to the LESSOR in accordance with the parameters set forth under Section 2 (D) of this Contract.

C. **MUTUAL REPRESENTATIONS AND WARRANTIES.** The Parties hereby represent, warrant, and undertake to each other that:

a. Each Party possesses the full legal capacity, authority, and power to enter into this Contract and to perform the obligations and transactions contemplated herein.

b. The execution, delivery, and performance of this Contract have been duly authorized by all necessary actions on the part of each Party, and no further consent or approval is required.

c. Upon execution, this Contract shall constitute a legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

SECTION 7. TAX IMPLICATIONS AND OTHER REPORTORIAL REQUIREMENTS

- a. Each Party shall be solely responsible for its respective compliance with all applicable reportorial, accounting, and taxation requirements, obligations, and implications before the Securities and Exchange Commission (SEC), the Bureau of Internal Revenue (BIR), the relevant local government units, and any other governmental or regulatory agency, whether in the Philippines or abroad, particularly in relation to activities arising from or connected to this Contract.
- b. Accordingly, each Party shall hold the other Party free and harmless from any and all claims, suits, liabilities, penalties, or damages that may be caused by, arise out of, or result from the fault, omission, or negligence of the other Party in complying with such government requirements and regulations.

SECTION 8. ALLOCATION OF DISPLAY SPOTS

- a. The LESSEE shall allocate to the LESSOR a portion equivalent to a minimum of ten percent (10%) of the total run time of ten-second (10-second) advertising spots on the LED Digital Displays installed on the Subject Properties.
- b. The allocated airtime shall be exclusively reserved for the LESSOR's use, which may include the dissemination of public advisories, promotion of official advocacies, announcements of government programs, and other LESSOR-sanctioned communications.
- c. The scheduling and content of such materials shall be coordinated by the LESSOR with the LESSEE to ensure compliance with technical specifications and display protocols, without prejudice to the LESSOR's editorial discretion.

SECTION 9. EXCLUSIVITY

- a. The LESSOR hereby grants the LESSEE the exclusive right, for the full duration of this Contract, to market, sell, and utilize the Static and Digital Displays owned by the LESSOR, including all infrastructure improvements, fixtures, and related components located within the Subject Property. The scope and limitations of such exclusive use shall be further defined and described in **ANNEX "C"** of this Contract.
- b. The LESSEE shall exercise said exclusive rights solely for the purpose of marketing and selling advertising spots to third-party clients. No other commercial or non-commercial use shall be permitted without the prior written consent of the LESSOR.

SECTION 10. CONFIDENTIALITY AND NON-DISCLOSURE

- A. Neither party shall disclose the existence, terms, or any provision of this Contract to any third party without the prior written consent of the other Party, except where such disclosure is required by law, regulation, or directive of any governmental authority, regulatory body, or stock exchange. In such cases, the disclosing Party shall provide the other Party with prior written notice, indicating the following:
- a. The identity of the person, office, or entity requesting the disclosure;
 - b. The specific information being required; and
 - c. The legal basis or purpose for which the disclosure is sought.
- B. In the course of this Contract, each Party may disclose to the other certain non-public information relating to its business and operations, including but not limited to:
- a. Personal data as defined under Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012," and its Implementing Rules and Regulations;
 - b. Information relating to commercial, financial, marketing, technical, planning, or other business affairs and internal records;
 - c. Trade secrets, know-how, methods, techniques, processes, programs, inventions, and other proprietary information relating to products, services, or processes used or marketed in the course of business; and
 - d. Customer lists and other information relating to third parties, including customers, subcontractors, employees, co-venturers, or potential customers.
- (collectively "Confidential Information")
- C. Each Party warrants and undertakes that it shall not, without the prior written consent of the Party owning the Confidential Information:
- a. Disclose or permit the disclosure of any part of the Confidential Information to any third party;
 - b. Copy, reproduce, or permit the copying or reproduction of any part of the Confidential Information in any form; and
 - c. Use, disclose, or otherwise exploit the Confidential Information, whether directly or indirectly, for any

purpose other than that which is expressly authorized under this Contract.

SECTION 11. INVENTIONS AND OTHER INTELLECTUAL PROPERTIES

- A. All materials, drawings, inventions, and other works developed solely by the LESSEE or jointly with others during the term of this Contract, including all associated intellectual property rights, shall vest in the LESSEE upon their creation. Likewise, any invention, discovery, improvement, design, or related materials and drawings created by the LESSOR during the term of this Contract and in connection with the LESSEE's business shall be deemed the exclusive property of the LESSEE.
- B. Upon termination of this Contract, the LESSOR shall not retain, remove, or otherwise appropriate any documents, proprietary methodologies, printed materials, computer disks, or other items obtained or developed in the course of this Contract.
- C. The LESSOR agrees to promptly disclose and provide to the LESSEE all relevant information pertaining to intellectual property referred to above. The LESSOR further undertakes to perform all acts necessary to enable the LESSEE to obtain, maintain, and enforce legal title and rights over such intellectual property, including but not limited to the execution of documents required for the registration of patents, industrial designs, or copyrights.
- D. For this purpose, the LESSOR hereby designates the LESSEE and/or its duly authorized officers as its attorney-in-fact, without need for additional compensation, to execute and file all necessary instruments and documents in connection with the foregoing.

SECTION 12. OWNERSHIP OF STRUCTURES AND ACCESSORIES

Upon termination of this Agreement, the LESSEE shall retain ownership and is responsible for the maintenance of all structures and accessories manufactured and installed, including any new constructions and improvements introduced during the term of this Agreement.

SECTION 13. TERMINATION

- A. This Contract may be pre-terminated by either Party upon the occurrence of any of the following events:
 - a. The other Party commits a material breach of any provision of this Contract, and such breach remains uncured within thirty (30) calendar days from receipt of written notice from the non-breaching Party, without

prejudice to the right of the non-breaching Party's right to avail of remedies under law and equity;

- b. Either Party declares insolvency, becomes insolvent, is placed under receivership, or voluntarily or involuntarily becomes subject to a court proceeding for a suspension of payments, rehabilitation, or liquidation, or otherwise loses or is deemed to have impaired its capacity to contract; and/or
- c. Both Parties mutually agree in writing to terminate the contractual relationship established under this Contract.

B. In all cases of termination under this Section, the terminating Party shall provide the other Party with written notice at least thirty (30) calendar days prior to the intended date of termination. Such notice shall clearly state the grounds and reasons for termination.

SECTION 13. DISPUTE RESOLUTION

- A. The Parties shall exert all reasonable efforts to resolve any and all disputes, controversies, or conflicts arising out of or in connection with this Contract through amicable settlement.
- B. Should the amicable settlement fail, the Parties agree that any unresolved dispute, controversy, or conflict—including those related to the interpretation, performance, or validity of this Contract—shall be submitted to the following dispute resolution mechanisms, in the order stated below:
 - a. Mediation, to be conducted by a mutually agreed-upon neutral third party;
 - b. Conciliation, in accordance with applicable rules and procedures; and
 - c. Judicial Action is to be filed before the appropriate courts of the City of Bacoor, to the exclusion of all other venues.
- C. This Contract shall be governed by, and construed in accordance with, the laws of the Republic of the Philippines.

SECTION 14. EQUITABLE RELIEF

Notwithstanding the foregoing dispute resolution mechanisms, either Party shall have the right to seek and obtain equitable relief—including, but not limited to, preliminary or permanent injunction, and/or specific performance—for the enforcement of any right arising under this Contract, or to prevent or remedy any

actual or threatened breach thereof. The exercise of such right shall be without prejudice to any other legal remedies available to the aggrieved Party under applicable law.

SECTION 15. NOTICES

- A. All notices, communications, and other documents required or permitted to be given under this Contract shall be in writing and shall be deemed duly given or served when:
 - a. Personally delivered to the address of the receiving Party as specified herein;
 - b. Sent by facsimile transmission, with confirmation of successful transmissions; or
 - c. Transmitted via electronic mail to the designated email address of the receiving Party's authorized representative as stated in this Contract.
- B. All such notices shall be addressed to the respective Party's representative and to the addresses provided in this Contract, or to such other address or representative as may be subsequently designated in writing.

SECTION 16. FORCE MAJEURE.

Neither Party shall be liable to the other, nor shall either Party be deemed to be in breach of this Agreement, for any failure or delay in performing any obligation under this Agreement, if such failure or delay is caused by events beyond its reasonable control and not due to its fault or negligence. Such events may include, but are not limited to: Acts of God, terrorism, war, civil unrest, strikes or labor disputes, epidemics, pandemics, quarantine restrictions, severe weather, fires, floods, earthquakes, freight embargoes, port congestions, and delays in obtaining approvals from government authorities, provided such delays are not caused by any act or omission of the LESSOR. The affected Party shall promptly notify the other Party in writing of the occurrence and nature of the force majeure event and shall use reasonable efforts to mitigate its effects and resume performance as soon as practicable.

SECTION 17. SEPARABILITY

The invalidity or unenforceability of any provision hereof shall not affect or impair the other provisions, which otherwise can be given full force and effect.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Agreement as of the date and at the place set forth above.

DIGITAL OUT OF HOME,
INCORPORATED

CITY OF GOVERNMENT
OF BACOR

By:

By:

ALVIN M. CARRANZA
President

HON. STRIKE B. REVILLA
Mayor
City Resolution No. _____
Series of 2025

SIGNED IN THE PRESENCE OF:

<FULL NAME>
<Designation>

Atty. AIMEE TORREFRANCA-NERI
City Administrator
City Administrator's Office

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BACOR, CAVITE) S.S.

BEFORE ME, a Notary Public, this ____ day of _____, 2025
personally appeared the following:

<u>Name</u>	<u>Identification No.</u>	<u>Date</u>
ALVIN M. CARRANZA	P6516350A	21-032028 / DFA Manila

STRIKE B. REVILLA

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged the same to be their free and voluntary act and deed as well as those of the corporation and instrumentality of the Government herein represented.

This instrument, consisting of ____ (____) pages, including the page on which this acknowledgment 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.

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

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2025.