



Republic of the Philippines  
Province of Cavite  
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO  
City Councilor

HON. MIGUEL N. BAUTISTA  
City Councilor

HON. ADRIELITO G. GAWARAN  
City Councilor

HON. MANOLO S. GALVEZ JR.  
City Councilor

HON. RICARDO F. UGALDE  
City Councilor

HON. LEVY M. TELA  
City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCULA  
City Councilor

HON. REYNALDO D. PALABRICA  
City Councilor

HON. ROGELIO M. NOLASCO  
City Councilor

HON. REYNALDO M. FABIAN  
City Councilor

HON. SIMPLICIO G. DOMINGUEZ  
City Councilor

HON. HORACIO M. BRILLANTES JR.  
City Councilor

HON. RANDY C. FRANCISCO  
City Councilor/ABC President

HON. PALM ANGELS S. BUNCIO  
City Councilor- SK Federation President

Attested by:  
ATTY. KHALID A. ATEGA, JR.  
Sangguniang Panlungsod Secretary

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

Noted by:  
HON. STRIKE B. REVILLA  
City Mayor



CITY RESOLUTION NO. 2025-784  
Series of 2025

**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.**

Sponsored by:

**Hon. Adrielito G. Gawaran**

Co-Sponsored by:

**Hon. Palm Angel S. Buncio, Hon. Manolo S. Galvez, Jr., and Hon. Randy C. Francisco.**

**WHEREAS**, on 3 February 2025, the Sangguniang Panlungsod passed a City Resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement on behalf of the City Government with Digital Out of Home Incorporated regarding the development, installation and maintenance of static/digital advertising displays.

**WHEREAS**, a review of the said Memorandum of Agreement revealed that it will be more beneficial to the City Government if the said contract with Digital Out of Home Incorporated (DOOH) will be converted into a Contract of Lease.

**WHEREAS**, a copy of a draft Contract of Lease was sent to the Sangguniang Panlungsod by the Office of the City Mayor for its review and consideration. The proposed Contract of Lease is incorporated hereto and will be made a part of this Resolution as **Annex "A"**.

**NOW THEREFORE**, upon motion of Hon. Adrielito G. Gawaran, unanimously seconded by the City Council, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 6th Sangguniang Panlungsod of the City of Bacoor, Cavite to amend City Resolution No. 2025-650 and to authorize the City Mayor, Hon. Mayor Strike B. Revilla, to sign a Contract of Lease on behalf of the City Government of Bacoor with Digital Out of Home Incorporated.

**RESOLVED LASTLY**, to furnish the City Mayor, the Digital Out of Home Incorporated, and other government agencies concerned with copies of this resolution.





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Attested by:

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

Certified by:

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

Noted by:

HON. STRIKE B. REVILLA  
City Mayor



**UNANIMOUSLY APPROVED**, this 1<sup>st</sup> day of September 2025 during the 9<sup>th</sup> regular session of the 6<sup>th</sup> 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



## 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, 26<sup>th</sup> Street corner 3<sup>rd</sup> 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**;

**WHEREAS**, the LESSOR has agreed to lease the Subject Property to the 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;

- D. Remitting monthly lease payments to the LESSOR for each advertising platform, co-terminus with client bookings, at the 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:  
Ten Thousand Pesos (PHP 10,000.00) 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. 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.
- B. **UNDERTAKINGS OF THE LESSEE.** The LESSEE hereby 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 designated 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. 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.

*(Signatory part on the next page)*



**DIGITAL OUT OF HOME,  
INCORPORATED**

**CITY OF GOVERNMENT  
OF BACDOR**

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	P6616350A	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.

## ANNEX A

lamppost,  
outdoor billboard signs,  
pedestrian fence/crossing,  
external façade of the footbridges,  
main road signage,  
mini billboards along the sidewalk, and  
other potential outdoor advertising sites

