

Jorins Apts, Studio & Storage Units

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF LEASE, made and entered into by and between:

CRISPIN V. VENAL JR., of legal age, Filipino, married and a resident of 30 F. Benitez St., San Juan City, Metro Manila, herein referred to as the LESSOR,

- and -

_____, of legal age, Filipino, single/married
with address at:

herein referred to as the LESSEE,

W I T N E S E T H

WHEREAS, the LESSOR, is the Atty. - In - fact of an apartment / unit / room located at 30 F. Benitez St./20 Pasadena St., Barangay Pasadena St, San Juan City, Metro Manila.

WHEREAS, the LESSEE is desirous to lease and occupy the said apartment / unit.

NOW THEREFORE, for and in consideration of the payment of the rent and compliance with all conditions and covenants, the LESSOR hereby leases and lets the said unit unto the LESSEES subject to the following terms and conditions:

1. TERMS- The term of this contract of lease shall be for a PERIOD OF ONE (1) YEAR beginning _____ to _____, automatically renewed on a monthly basis until either party notify the other party thirty (30) days prior to new termination date, SUBJECT TO A YEARLY 10% RENTAL ESCALATION.

2. MONTHLY RENT – For the first year from _____ to _____. The LESSEE shall, without necessity of demand, shall pay a monthly rental of _____ Philippine Currency every _____ of the month.

The LESSOR has the right to cut – off all utilities and to padlock the premises in case of non - payment of the lease rentals within five (5) days from the said rentals due date.

3. MODE OF PAYMENT (SECURITY DEPOSITS AND ADVANCE RENTALS)

Upon signing of this contract, the LESSEE will pay to the LESSOR, the amount of _____ Philippine Currency, which is equivalent to two (2) month rentals as a security deposit to pay for any liability or damaged caused by the LESSEE including restoration of the apartment / unit / rooms to its original status aside from the ordinary wear and tear.

The balance (security deposits less liabilities, if any) will be refunded thirty days (30) after the lease term.

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4. SECURITY DEPOSIT - The Security Deposit cannot be used for rental payments.

It is also understood that if ever the LESSEE does not comply with the contract or prematurely terminates/cancels before the end of the first six (6) months, LESSOR shall forfeit said deposits in its favor, without any obligation to reimburse/refund the LESSOR.

In no case shall the said security deposits described be applied to unpaid rentals, water, telephone, electricity and other bills.

5. ADVANCED RENTAL - An advance rental equivalent of one month in addition to the security deposit will be paid upon signing of this contract.

6. USAGE OF PREMISES – The leased premises shall be for his exclusive use and may not be sub-leased. In no case, shall the same be used for any illegal or immoral purposes.

7. ILLEGAL CONNECTIONS - Unauthorized utility installations – wired or wireless telephone, internet connections and cable TV connections and the like are NOT ALLOWED and when will be immediately disconnected without prior notice such is treated as a violation of this contract and can be treated as grounds for termination.

Written authority from the LESSOR must be solicited prior to any connections or installations of any utility and the like.

The registered tenants are as follows:

- 1.**
- 2.**
- 3.**
- 4.**

Guests staying overnight should have the written approval of the lessee. Guests staying more than overnight would be charged PHP 300 per adult and PHP 100 per child per day. This, however, should not be misconstrued as allowing additional tenants or boarders other than those authorized. Non conformance will be deemed as a violation of this contract.

The leased premises may NOT be used for any commercial purposes unless formally authorized by the LESSOR by a handwritten waiver written on this contract.

Spaces fronting leased premises may not be used except for ingress and egress. No setting up of any permanent or temporary fixtures is allowed. Since spaces are very limited, no social activities should be conducted outside of rented premises.

Social activities should be limited as much as possible up to 12 midnight only

Sounds from television, radio and the like should be to the level of the hearing capacity of the units.

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8. MAINTENANCE OF THE LEASED PREMISES – The LESSEE may introduce improvements that do not diminish the value of the said property. Any damage or repairs caused by the LESSEE or his employees, claims, family members, visitors or constituents, shall be for the LESSEE’S account.

All improvements to be made by the LESSEE should be with written approval of LESSOR.

9. CLEANLINESS –The LESSEE shall maintain the premises in a clean, safe, sanitary condition and hereby agrees not to install any apparatus or equipment that would prejudice its safety or cleanliness.

The raising of households pets and other like animals within the premises is strictly prohibited.

10. SAFETY-We are encouraging a SMOKE FREE environment. Smoking is discouraged inside and outside the units/rooms for health and safety reasons.

No children are allowed in any of the common areas such as the rooftop.

11. INSPECTION OF THE PREMISES – The LESSEE shall permit the LESSOR or her/his duly authorized representatives to enter and make periodic inspections on the leased premises during reasonable hours of the day including maintenance repairs.

12. UTILITY CHARGE –The LESSEE will pay for their monthly bill for telephone, electricity, and water consumption. Where a sub meter is installed, payment will be incorporated in the monthly rental. The payment will be computed based on the official Manila Water and Meralco bill divided by the consumption incurred. This will give the cost of water per cubic meter/cost per kilowatt for the month. This, then would be multiplied by the number of cubic meter/number of kilowatt consumed based on the sub meter reading plus 10% for administrative costs and differentials between Manila Water and Meralco reading versus the submeter reading.

13. GENERAL CLAUSE ON IMPROVEMENT AND RENOVATIONS – The LESSEE shall be free to make renovations and improvements as may necessary, provided that said improvement or alterations shall be approved by the LESSOR and does not diminish or damage the values of the property, and such immovable improvements or alterations introduced by the LESSEE shall become the absolute property of the LESSOR upon expiration of the term of the lease, without any obligations on the part of the LESSOR to reimburse the cost , expenses or value of such improvements, repairs or alterations.

The LESSEE hereby waives any right to claim or demand reimbursement of such costs or expenses or value of improvements, repairs or alterations. Furthermore, it is expressly agreed the removal of any exclusive properties of the LESSEE shall be done without causing damage to the property of the LESSOR. However, any moveable improvements introduced by the LESSEE that may be removed from the premise at the termination of this Lease Agreement may be so removed as long as the said removal does not cause damage to the leased premises.

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14. LESSOR OBLIGATIONS AND LESSEE REPOSIBILITIES:

LESSOR OBLIGATIONS:

- 1. Good working power and water supply including all lights, power sources, faucets and the like at the start of the contract.**
- 2. Minor repair assistance. Materials are on the account of the LESSEE.**
- 3. Cleanliness of surroundings.**

LESSEE RESPONSIBILITIES:

- 1. Replacement of any defective light, power source, faucet and the like.**
- 2. Ensuring that waterways – sink, toilet bowl, drainage and the like are clog free.**
- 3. Cleanliness of the rented premises including frontage and back (where applicable).**
- 4. Proper segregation and disposal of garbage. Garbage should be placed within the rented premises until the garbage truck/collector has arrived.**

15. NO SUB-LEASE AND BOARDERS – The LESSEE shall not sub – lease any portion of the premise, nor accept boarders, or in any way cede, assign or otherwise dispose of any right under this contract.

16. NO UNIT TRANSFERS – Transferring to another unit is discouraged however if valid reasons exists transferring will only be entertained for tenants who have stayed for more than one (1) year.

17. PRE – TERMINATION – The LESSEE shall have the right to pre – terminate the term of this lease agreement due to unforeseen events provided that sixty (60) days written notice is given to the LESSOR and provided further, that in the event of pre-termination by the LESSEE of the instant lease agreement after the first six months of the contract, the LESSOR shall refund the security deposits to the LESSEE after thirty (30) days from the date of complete vacation thereof, less the liabilities incurred by the LESSEE, if any.

It is also understood that if ever the LESSEE prematurely terminates/cancels this contract before the end of the first six (6) months, LESSOR shall forfeit the security said deposits in its favor.

18. SURRENDER – The LESSEE hereby agrees to surrender the lease premises upon the expiration of this contract in as good condition as reasonable wear and tear would permit, without any delay whatsoever, devoid of all occupants, furniture and articles of any kind, other than improvements and alterations duly authorized by the LESSOR.

Unit keys are to be returned; unreturned keys would be charged Php 500 (for lock and key replacements).

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19. TERMINATION – This contract maybe terminated by the LESSOR for delay in the prompt payment of rent for two (2) consecutive months or other violations of the instant contract, upon fifteen (15) days written notice by the LESSOR.

In such event, the LESSEE authorizes the LESSOR and his representatives to enter the premises and conduct physical inventories of the items or goods found within, preparatory to sale and public auction to answer for the rent and the good be hauled and deposited at a place designated by the LESSOR at the expense of the LESSEE.

In the event of termination of the instant lease for the said premises, after a period of six months shall be refunded to the aforementioned deposit of two (2) months shall be refunded to the LESSEE thirty (30) days from vacation of the leased premises, less any expenses incurred by the LESSOR for any unpaid bills that may have been acquired by the LESSEE during his occupancy thereof.

20. LITIGATION – In the event of court litigations by virtue of non- payment or breach of any of the terms of this contract, the parties hereby agree that the venue of such litigations would be in the proper court's of San Juan, Metro Manila. Should judgment issued in favor of the LESSOR, the LESSEE binds themselves to pay the LESSOR all of the latter litigation expenses and attorney's fees of no less then Eighty Thousand Pesos (80,000.00) Philippine Currency.

21. SPECIFIC CONDITIONS – Separate documents on HOUSE RULES are attached to this contract and is made part and parcel of this contract. The house rules summarize contract provisions, premises rules and regulations and unit specific conditions.

IN WITNESS WHEREOF, we have hereunto set our hands this day of _____ in San Juan City, Metro Manila.

LESSOR

LESSEE

Signed in the presence of:

WITNESS

WITNESS

Enclosure: House Rules