

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

11 JUN 2020

This Contract of Least ("CONTRACT") made and entered into this _____ at City of Taguig, Philippines, by and between:

SPOUSES BERNARD JOHN O'LEARY and ZENAIDA SUNGA O'LEARY, of legal age, represented by Atty-in-Fact **EVELYN SUNGA GARCIA** of legal age, Filipino Citizen and with postal address at 2076 Nuestra Senora de Guadalupe Street, Guadalupe Nuevo, Makati City 1212, hereinafter referred to as the "**LESSOR**";

-and-

PHAM DUC HUY of VN INFORMATION TECH CO. INC., of legal age, with postal address at Unit 1202 12th floor High Street, South Corporate Plaza Tower 1, 26 Avenue corner 9th Avenue BGC Taguig City, hereinafter referred to as the "**LESSEE**".

WITNESSETH THAT:

WHEREAS, the **LESSOR** is the absolute and registered owner of the two bedroom unit with floor area more or less 58 sqm., **FULLY FURNISHED** condominium unit known as **Unit-4F Trion Tower 2, 8th Avenue cor. McKinley Parkway, Global City, Taguig** and, hereinafter referred to as the "**LEASED PREMISES**".

WHEREAS, the **LESSEE** intends to lease the above-mentioned **residential condominium unit** for the use of an individual, or guests and those names and photocopy indicated/attached to the move-in clearance.

WHEREAS, the **LESSOR** is willing to lease the same unto the **LESSEE** subject to the terms and conditions hereinafter specified;

NOW THEREFORE, for and in consideration of the foregoing premises and mutual covenants herein contained, the **LESSOR** has let and by these presents does hereby let and lease unto the **LESSEE**, the aforesaid residential condominium unit and the **LESSEE** hereby accepts the same way of lease subject to the following terms and conditions:

- 1) **TERM OF LEASE:** This **Contract** shall be for a period of Twelve (12) months from June 8 2020 to June 7, 2021. The lease can be further extended upon mutual agreement of both parties provided that notice of such renewal shall be given to the **LESSEE** to the **LESSOR** at least forty-five (45) days before the expiration of the **Contract**.
- 2) **RENT AND DEPOSIT PAYMENTS** – The parties herein agree that the monthly rentals for the **LEASED PREMISES** shall be **FIFTY THOUSAND PESOS (Php50,000.00)** only which shall be **INCLUSIVE of ASSOCIATION DUES**.
- 3) Upon signing of this **Contract**, the **LESSEE** shall pay the **LESSOR** the sum of **TWO HUNDRED THOUSAND PESOS (Php200,000.00)** on this day signed June 5, 2020.
 - a) The sum of One Hundred Thousand Pesos (Php100,000.00) representing two-month advance rental for the **LEASED PREMISES** from June 8 2020 to Aug 7, 2020 and on _____ to _____.
 - b) The sum of One Hundred Thousand Pesos (Php100,000.00) representing two-month non-interest bearing security deposit which shall be held by the **LESSOR** during the entire term of the contract of lease.

Monthly rentals in the amount of Fifty Thousand Pesos (Php50,000.00) for the remaining period of Ten (10) months shall be paid every 8th month/s in advance of the applicable month duly covered by TEN (10) Post-dated checks (PDCs) issued by the **LESSEE** covering the period from August 8 2020 to May 8, 2020 and tendered to the **LESSOR** upon signing to the unit.

Breakdown of PDCs as follows:

PDC DATE	APPLICABLE MONTH RENTAL	(Php)
Aug 8, '20	Aug 8, '20 to Sept 7, '20	₱ 50,000.-
Sept 8, '20	Sept 8, '20 - Oct. 7, '20	50,000.-
Oct 8, '20	Oct 8, '20 - Nov. 7, '20	50,000
Nov. 8, '20	Nov. 8, '20 - Dec 7, '20	50,000
Dec. 8, '20	Dec. 8, '20 - Jan 7, '20	50,000
Jan. 8, '20	Jan. 8, '20 - Feb 7, '20	50,000
Feb 8, '20	Feb. 8, '20 - Mar 7, '20	50,000
Mar. 8, '20	Mar 8, '20 - Apr 7, '20	50,000
April 8, '20	Apr 8, '20 - May 7, '20	50,000
May 8, '20	May 8, '20 - June 7, '20	50,000

Within thirty (30) days after the expiration of the lease, the LESSOR shall make an accounting deductions, if any, on the deposit and to submit the same with corresponding receipts and supporting documents for confirmation by the LESSEE. The deposit shall in no case be applied for the payment in case of extension or renewal of the period of the lease.

- c. Only Acknowledgement Receipt (AR) shall be issued by the Lessor to the Lessee after signing of both parties in compliance with the terms of payment.

SECURITY DEPOSIT

Within the said thirty (30) day period following the expiration of the contract of lease, the security deposit shall be returned by the LESSOR to the LESSEE, without any interest, less the amount of damages, if any, sustained by LEASED PREMISES except for normal wear and tear. Any utility bills pertaining to the period shall be billed separately by the LESSOR to LESSEE together with the supporting billing statement of the utility companies concerned and shall be deducted from the deposit by the LESSOR without interest.

- The security deposit cannot be and shall not be applied for late rental payment.
- Reimbursement of the deposit or any part thereof in favor of the LESSEE shall only be made WITHIN THIRTY (30) days after proper turnover of the leased premises in good tenant-table condition, devoid of all occupants and upon proof of full payment of all utility bills, and shall not bear any interest. If the above noted security deposit is not enough to settle the unpaid utility bills and other charges as provided in this Contract, the LESSEE is obligated to settle the same with the LESSOR.
- This is a guaranteed 12-months contract, should the LESSEE pre-terminate this contract for whatever cause, the two-month security deposit shall automatically be forfeited in favor of the LESSOR. In case in any reasons for pre-termination such as to change their work assignment, termination of work contract and family differences, etc.

4) **RETURNED CHECK AND OTHER BANK CHARGES** – if any check offered by the LESSEE to the LESSOR in payment of rent or any other amount due under this Contract is dishonoured by the drawee bank or a stop-payment was made, the same shall be considered a breach of this Contract. All bank charges incurred by the LESSOR as a result of such actions shall be reimbursed in full by the LESSEE.

- a. Returned for lack of sufficient funds – If the LESSEE fails to make timely rental payments and not settle the same within (5) days after the due date, the LESSOR is hereby authorised to cause the disconnection of "Water & Electricity" utilities in the LEASED PREMISES and with a penalty of Php300.00 pesos per day of delay.

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b. If the LESSEE fails to settle rental payments for any reason within (30) days after the due date it shall be considered valid ground for termination of the contract of lease.

5) **WATER, ELECTRICITY, ETC.** – All utility expenses arising for the use of and occupancy by the LESSEE of the LEASED PREMISES such as water and electricity charges, and all other utility bills during the period of lease shall be for the account of the LESSEE.

a. The LESSEE shall pay all utility charges.

b. If the LESSEE fails to settle the payment of the utilities for any reason within thirty (30) days after lapse of due date it shall be a sufficient ground for termination of the Contract.

6) **USE OF PREMISES** - The premises hereby lease shall be used solely and exclusively for residential purposes by the LESSEE only.

7) **SUBLEASE** – The LESSEE may not assign or sub-lease the LEASED PREMISES without the written consent of the LESSOR.

8) **IMPROVEMENTS** – The LESSEE shall not make any permanent major structural changes, alterations or improvements in the LEASED PREMISES without any written consent of the LESSOR. However any major alterations or improvements made or introduced by the LESSEE in the LEASED PREMISES with the written consent of the LESSOR shall upon termination or expiration of this Contract, automatically inure to the part benefit of the LEASED PREMISES and become property of the LESSOR without any obligation on the latter's party to pay for its value or cost to the LESSEE. Such improvements introduced by the LESSEE maybe removed at his own expense. The LESSEE shall not drive nails, screws, hooks or other abutments into or in any other manner deface or damage any part of the LEASED PREMISES except with prior permission of the LESSOR and the LESSEE shall restore the affected portion/s of the LEASED PREMISES to their original condition at LESSEE's expenses upon termination of this lease.

9) **REPAIRS AND MAINTENANCE** – The LESSEE has inspected the LEASED PREMISES found the same to be in good and tenantable condition. The LESSEE shall keep the LEASED PREMISES clean and in sanitary condition and keep them at all times in very good condition.

The LESSOR shall be responsible for the maintenance and cost of termite control and for any major repairs on the LEASED PREMISES on the building structure, electrical, plumbing and sewerage system including electric water heater, replacement of electrical appliances due to aged and factory defect, caused by ordinary wear and tear, except for repairs due to the fault or negligence of the LESSEE, guest and household helps.

The LESSEE shall be responsible for minor repairs the amounts of which do not exceed FOUR THOUSAND PESOS (Php4,000.00) such as but not limited to the following:

- Replacements of light bulbs and fuses, faucets and doorknobs;
- Breakage or loss of faucet handles, drawer or cabinet pulls, minor faucet leaks, toilet seats and water tank covers, electrical switches or outlets and buzzers and damage door knobs;
- Maintenance and cleaning of all appliances in the unit, including aircon and grease trap
- Other minor repairs the cost of which does not exceed the aforesaid amount.

All major repairs, except those items damaged by the LESSEE, guests and household helps, as stipulated in this CONTRACT, and those attribute to force majeure such as typhoon, earthquake and flood etc, which are beyond control of the LESSEE shall be for LESSOR's account.

All minor and major repairs arising from the fault or negligence of the LESSEE, guest and household helps are for LESSEE's account.

It is further agreed that all repairs which cost more than FOUR THOUSAND PESOS (Php4,000.00) to be undertaken by the LESSOR as stipulated in this CONTRACT shall be attended to immediately and in no case shall it be later than thirty (30) days from the time the LESSEE serves notice in writing of such needed repairs. Should the LESSOR fail to respond after this period, the LESSEE shall have the right to seek reimbursement from the LESSOR for such expenses. In such cases, the LESSOR agrees to make direct payments for the cost of the repairs. Conversely, the same provision shall apply to repairs assigned to the LESSEE.

The LESSOR shall do all and any repairs at his expense in the LEASED PREMISES which may occur within Fifteen (15) days of the commencement of the CONTRACT as a result defect of premises, age or previous use, provided that it is not due to the fault or negligence of the LESSEE, guest and household helps, and reported to the LESSOR by the LESSEE in writing within the first one (1) month period.

If whole or any part of the leased premises shall be destroyed or damaged by fire, flood, lightning, typhoon, earthquake, storm, riot or any other unforeseen disabling cause of acts of God, as to render the LEASED PREMISES during the lease substantially unfit for use and occupation of the LESSEE, then this Contract may be terminated without compensation by the LESSOR or by the LESSEE by notice in writing to the other such as negligence of the premises.

10) **RIGHT TO ENTER LEASED PREMISES** – The LESSEE shall allow the LESSOR or his representative access to the LEASED PREMISES for routine maintenance and inspection at reasonable hours. For purposes of this Contract, term reasonable hour shall constitute anytime between 9:00 am to 6:00 pm provided that two (2) days prior notice to the LESSEE who has agreed to such shall be made by the LESSOR. The LESSOR and the LESSEE shall have complete set of keys for access and exit to the PREMISES. The LESSOR shall ensure that the duplicate key(s) in his custody shall not be accessed to nor used by third persons without the written consent of the LESSEE. Should either of the duplicate keys be lost, the person responsible to the loss shall immediately notify the other party. In such case, locks to the LEASED PREMISES shall be immediately replaced on the account of the party responsible for the loss.

11) **FIRE HAZARD AND OBNOXIOUS SUBSTANCE** – The LESSEE shall not keep, deposit or store within the LEASED PREMISES any obnoxious or inflammable material or substance that might constitute a fire hazard and also dangerous drugs and firearms/explosives.

12) **TAXES AND INSURANCE** – All Real Estate taxes and government assessments, and fire insurance charges shall be for the LESSOR's account. The lessor shall be responsible for assessments, taxes, duties, levies, fees fine and any other charges of a public nature, which are or maybe levies against the leased premises. It is understood that the lessor shall be responsible for covering the building with adequate insurance against damages due to fire and other natural hazards as well as for losses regardless of cause or fault.

13) **THIRD PARTY LIABILITY** – The LESSEE, during his occupancy of the LEASED PREMISES, shall hold the LESSOR free and harmless from any damage or liability or responsibility to any person or property arising out of or as consequences of the use of LEASED PREMISES by the LESSEE or LESSEE's guests or household helps. When such damage or liability is caused by fortuitous events such as typhoon, earthquake, flood etc., which are beyond the control of the LESSEE, the latter shall not be liable to the LESSOR.

14) **RULES AND REGULATIONS** – The LESSEE agrees to abide by existing and regulations promulgated by TRION TOWERS Building Administration and any other laws, ordinances, rules and regulation promulgated by competent authorities affecting the occupancy of the LEASED PREMISES.

15) **REPRESENTATIONS AND WARRANTIES** – The LESSOR hereby represents and warrants to the LESSEE that:

The LESSOR is the true, absolute and registered owner of the LEASED PREMISES and that it has the necessary capacity and authorizations to enter into this Contract in accordance with the terms and the conditions hereof. The LESSOR hereby warrants that in case of any litigation or controversy concerning the LESSOR's right, title or interest over the LEASED PREMISES, the LESSOR shall defend and hold harmless the right of the LESSEE under the terms and condition of these Contract at the LESSOR's expense;

The LESSOR has the absolute right to lease out the LEASED PREMISES and shall keep the LESSEE in the peaceful possession thereof for the duration of the lease term.

SALE, TRANSFER AND MORTGAGE – In the event of sale, transfer, mortgage, or any other encumbrances of the LEASED PREMISES or any existing sale, transfer, mortgage or encumbrances of the same, LESSOR warrants that the purchase, mortgage or encumbrances shall not prejudice

the terms and conditions of this Contract, including the provisions for renewal. In case of such, 2 months consistent with notice of pre-termination of the lessee to vacate the leased premises.

16) DEFAULT, PRE-TERMINATION OF THE LEASE AND FORFEITURE – The LESSOR guarantees exclusive possession and enjoyment by the LESSEE of the property for the entire period of the lease and all extensions thereof, as long as the LESSEE fulfills all his/her obligations under this Contract. In the event that the LESSEE or the LESSOR initiates a pre-termination of the LEASE CONTRACT, for whatever cause, the following guidelines shall take effect:

- The LESSEE or the LESSOR, whichever party initiates the pre-termination of the LEASE CONTRACT for whatever cause, shall serve a formal written termination notice to the other party no later than sixty (60) days from the pre-termination notice is received. Failure to follow the minimum pre-termination notice period shall be deemed a breach of CONTRACT.
- If the LESSEE initiates the pre-termination, the two (2) months security deposits and advance rental shall be forfeited in favor of the LESSOR. The LESSEE shall settle all the utility billings separately. However, the LESSOR shall return all the remaining unused Post Dated Checks (PDCs) if applicable.
- If the LESSOR initiates the pre-termination, the LESSOR shall pay the LESSEE the amount equivalent to one (1) month rent, for payment of liquidated damages resulting to the pre-termination. The LESSEE shall settle all utility billings separately. The LESSOR shall also refund and or return to the LESSEE the full two (2) months Security Deposits and all the remaining unused Post Dated Checks (PDCs) if applicable, advance rental without interest, less amount for damages, if any, on the LEASED PREMISES during the period of lease, except for normal wear and tear. Penalty should only be imposed for failure to provide notice.

17) RETURN OF PREMISES – Upon termination of the terms of this CONTRACT for any reason whatsoever, the LESSEE shall immediately vacate the LEASED PREMISES and return possession thereof, to the LESSOR. LESSOR hereby agrees to give first priority/option to extend or renew to the LESSEE which should be exercised within forty-five (45) days and no longer later than thirty (30) days before the expiration of the CONTRACT. Thirty (30) days prior to the returned of the LEASED PREMISES and provided the LESSEE has not signified its intention to renew the term of this lease, the LESSOR may show the LEASED PREMISES to prospective tenants at reasonable hours and with at least two (2) days prior written notice and approval of the LESSEE.

18) SUBSTANTIAL DAMAGE TO THE PREMISES – The LESSOR covenants that the LESSEE shall have quiet enjoyment of the LEASED PREMISES. In case of substantial damage to the premises or any portion thereof by fire, typhoon, earthquake or any other natural calamities and without the fault or negligence of the LESSEE, guest and household helps, the damage shall be repaired at the expense of the LESSOR, as soon as possible. If however, LEASED PREMISES becomes so nearly destroyed and in untenable condition without the fault of the LESSEE, guest, and household helps, either party may demand for the rescission of this CONTRACT and in such case, the unused rental and deposit, after deducting any unpaid bills for water, gas, association dues, electricity and any other outstanding accounts, shall be returned or refunded to the LESSEE. Nothing in the paragraph shall exempt the LESSEE from the liability to the LESSOR for damages caused due to the fault of the LESSEE, agents and guests.

19) NON-WAIVER – The failure of the LESSOR/LESSEE to insist upon a strict performance of any terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that said LESSOR/LESSEE may have, nor shall it be construed as a waiver or any subsequent breach or default of the terms, conditions and covenants hereof, which terms and conditions shall continue to be a full force and effect. No waiver by the LESSOR/LESSEE of any of its rights under this CONTRACT shall be deemed to have been made unless expressed in writing and signed by the LESSOR/LESSEE.

20) VENUE OF ACTION – It is hereby understood that any controversy arising from any action which maybe necessary for the enforcement of the terms and conditions for this CONTRACT shall be brought specifically to the courts of Taguig City.

For this purposed payment of legal fees and expenses of litigation shall be for the sole account for the party at fault exclusive of whatever damages such party may be held liable.

21) BREACH – The LESSEE agrees that all the covenants and agreements herein contained shall be deemed conditions as well as covenants and that if default or breach be made of any such covenants and conditions and the same is not cured within fifteen (15) days from notice by the

LESSOR, this lease at the discretion of the LESSOR may be terminated and forthwith the LESSEE shall be liable for any and all actual damages including all costs of litigation resulting from such default or termination.

21) **ESCALATION CLAUSE.** The rental rate stipulated in this contract is subject to increase upon every renewal. However, said increase may or may not be implemented by Lessor.

FIRE, HAZARD & OBNOXIOUS SUBSTANCES. The LESSEE shall not store any inflammable, illegal and obnoxious substances in the Leased Premises, except as may be used ordinarily for ordinary cooking and household implements.

THIRD PARTY LIABILITY. The LESSEE shall hold the LESSOR free and harmless from any damage or liability or responsibility to any person or property arising out of consequences of the use the Leased Premises by the LESSEE, its agents or guests.

RESTORATION OF PREMISES. Upon termination of this contract, unless it has been renewed or extended, it is understood that the LESSEE should clear or make full accounting of liabilities on all bills, and accountabilities pertaining to or restoration or premises to its original condition save for normal wear and tear before the LESSEE may be totally cleared to vacate the LEASED PREMISES. The LEASED PREMISES shall be turned over by the LESSEE to the LESSOR in a clean and orderly manner.

IN WITNESS WHEREOF, the parties have hereunto set their hands at the Trion Tower 2, Global City, Taguig on this ___ day of 11 JUN 2020 first above written.

LESSOR:

Sps. BERNARD JOHN O'LEARY
and
ZENaida SUNGA O'LEARY

Represented by: Evelyn S Garcia
Atty-in-Fact

CONFORME:

LESSEE:

[Signature]

Represented by: _____

SIGNED IN THE PRESENCE OF:
