



Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor
SICK LEAVE

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
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

OFFICIAL BUSINESS
HON. PALM ANGEL S. BUNCIO
SK Federation President

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

Certified by:
HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Noted by:
HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2024-426B
Series of 2024

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A CONTRACT OF LEASE ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH E.V.Y. CONSTRUCTION AND DEVELOPMENT CORPORATION.

Sponsored by:

Hon. Rogelio M. Nolasco

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Simplicio Dominguez, Hon. Randy C. Francisco, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Alde Joselito F. Pagulayan, and Hon. Levy M. Tela.

WHEREAS, the Office of the City Mayor submitted a draft copy of a Contract of Lease between the City Government of Bacoor and E.V.Y. Construction and Development Corporation for the review and consideration of the Sangguniang Panlungsod.

WHEREAS, E.V.Y. Construction and Development Corporation is the owner of a commercial building known as "Fynn Building" located along Kilometer 17, Emilio Aguinaldo Highway, P.F. Espiritu IV, City of Bacoor, Cavite.

WHEREAS, the city government offered and the abovementioned corporation agreed to lease Unit E4, Second Floor of Fynn Building with an area of sixty-three (63) square meters for business purposes for a period of one (1) year.

WHEREAS, after a careful deliberation and consideration of the provisions of the draft Contract of Lease, the council found the said legal document to be advantageous to the City Government of Bacoor. 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. Rogelio M. Nolasco unanimously seconded by the rest of the council in 75th regular session duly assembled **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of Bacoor, Province of Cavite to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Contract of Lease with E.V.Y.



Office of the Sangguniang Panlungsod

Construction and Development Corporation for and on behalf of the City Government of Bacoor pertaining to the rental of Unit E4, Second Floor of Fynn Building containing a total area of sixty three (63) square meters located along KM 17, Emilio Aguinaldo Highway, P.F. Espiritu IV, City of Bacoor, Cavite.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the E.V.Y. Construction & Development Corporation, the University of the Philippines-Office of the National Administrative Register (UP-ONAR) and all concerned government offices with copies of this resolution.

APPROVED this 22nd day of January 2024 at the City of Bacoor, Cavite during the regular session of the 5th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution was duly passed in accordance with law and that its contents are true and correct.

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Attested by:

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

Noted by:

HON. STRIKE B. REVILLA
City Mayor

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

Certified by:
HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Noted by:
HON. STRIKE B. REVILLA
City Mayor

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

The Contract of Lease (the "Contract") is made and entered into this ____ day of _____, 2025, by and between:

E. V. CONSTRUCTION & LEVIT CORPORATION, a corporation now organized and existing under the laws of the Republic of the Philippines, with its principal office address of Palapala Sampaloc City / Caratillas, Province of Cavite, represented herein by its Chairman, **ERNESTO V. YU**, and hereinafter referred to as the "**LESSOR**,"

and

The **CITY GOVERNMENT OF BACOR**, a local government with duly constituted and existing under the laws of the Republic of the Philippines, with its principal office address at Bacor Government Center, Division Office of Bengang Bayaran, Bacor City, Province of Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____ Series of _____ issued by the City Council of Bacor dated _____ and hereinafter referred to as the "**LESSEE**."

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

WITNESSETH:

WHEREAS, the LESSOR is the owner of a commercial building, known and referred to as FYM Building, located along P.M.T. Emilio Aguinaldo Highway, P.T. Euphras M., City of Bacor, Province of Cavite, hereinafter referred to as the "Property,"

WHEREAS the LESSEE in furtherance of its provision of public service to the community, desires to lease a portion of the Property, with an area of sixty-three (63) square meters identified as Unit E4 Second Floor, for its office space hereinafter referred to as the "Leased Premises";

WHEREAS the LESSOR agreed to lease out the Leased Premises to the LESSEE for the sole purpose of utilizing the same for an office space, subject to the terms and conditions mutually agreed and accepted by both Parties;

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

- I. **PURPOSE.** That the LESSEE shall use the Leased Premises exclusively for the provision of public services only, and the LESSEE shall have no right to use the same for some other business purposes without the expressed consent of the LESSOR.
- II. **TERM.** Unless otherwise terminated as provided herein, the lease shall be for a period of **ONE (1) YEAR** commencing from **19 January 2025** and shall expire at midnight of **31 December 2025** (the "Term"). This Contract may be renewed at the instance of either the LESSOR or the LESSEE by sending the other Party a notice to such effect within thirty (30) days prior to the expiration thereof under such terms and conditions as may be mutually acceptable to the LESSOR and LESSEE.

Either Party may terminate this Contract without cause by written notice to the other Party at least thirty (30) days before the intended termination date. Pre-termination by either Party under this Section shall be based only on valid and equitable grounds.

If either Party commits a material breach under this Contract or commits a material breach of any other term and condition of this Contract, or unjustifiably refuses or fails to perform any of its obligations under this Contract, the aggrieved Party may terminate this Contract (i) effective immediately if the breach cannot be remediated, or (ii) if no breach may be remedied within thirty (30) days from receipt of written notice of breach and the Party in breach has failed to cure such breach or perform its obligations.

- III. **RENTAL RATE.** For and in consideration of the use and occupancy of the Leased Premises, the LESSEE shall pay to the LESSOR a monthly rental of **FORTY-NINE THOUSAND PESOS (PHP 49,000.00)**
 - A. The monthly rental is exclusive of Value-added Tax (which, if applicable, shall be for the account of the LESSEE).
 - B. The Deductible Withholding Tax on interest payments shall be for the account of the LESSOR and which, therefore, be deducted by the LESSEE from each gross payments or interest payment due to the LESSOR.
 - C. The monthly rental payments shall be paid by the LESSEE to the LESSOR on or before the 1st calendar day of each month. A

grace period of five (5) working days shall be given by the LESSOR in favor of the LESSEE.

19. The monthly rental shall remain fixed during the term of this Contract regardless of devaluation, inflation, or any labor, tax, or economic measures that may be enacted or enforced by the national or local governments, or any of its agencies in the future.
20. **ELECTRIC TELEPHONE WATER, AND OTHER UTILITY.** The LESSEE shall be accountable for and shall pay the LESSOR all utility charges for water, electricity, telephone, and other utility used in and connected with the leased premises based on individual electric and water meters, which shall be supplied and installed for the LESSEE's account. One (1) month of unpaid utilities is subject to service disconnection. A re-connection fee of Two Hundred Fifty Pesos (PHP 250.00) will be charged for the respective disconnected utility.
21. **IMPROVEMENTS, ALTERATIONS, AND RENOVATIONS.** The LESSEE, with the prior written approval of the LESSOR, may incur improvements, alterations, and renovations to the Leased Premises or any portion thereof that shall be used for its business operations at its own expense. All improvements, alterations, and renovations made by the LESSEE such as but not limited to, the service counters, or service dispensing units, security gates and other furniture, fixtures, and additions, shall remain the property of the LESSEE and shall be removed upon the termination of the Contract. The actual cost of rectifying any damage caused to the Leased Premises by virtue of such removal shall be charged to the sole account of and shall be paid for by the LESSEE who shall have the option either to undertake the total restoration on its own and accordingly pay for it, or to have the LESSOR undertake the reparation/ restoration at a reasonable cost that is acceptable to the LESSEE and the LESSEE shall accordingly pay the actual cost to the LESSOR upon completion of the repair/restoration works.
22. **REPAIRS AND MAINTENANCE.** The maintenance, cleanliness, and upkeep of the Leased Premises, including ordinary or minor repairs, shall be undertaken by the LESSEE without any need of approval from, but with the subsequent written notice to the LESSOR. All expenses for ordinary or minor repairs or maintenance shall be for the sole account of the LESSEE. The LESSEE may, however, undertake the major repairs for reimbursement of the LESSOR, subject to the inspection by and approval of the LESSOR. For purposes of determining what ordinary or minor repairs/repairs amounting to Ten Thousand Pesos (PHP 10,000.00) or above shall be considered as a major repair. Any repair below said amount shall be considered a minor repair and for the account of the LESSEE.
23. **TAXES AND INSURANCE.** Real estate taxes, government assessments, for instance, and other charges levied on the land and

the building shall be for the sole account of the LESSOR while the LESSEE shall not take out the LESSOR's own property/merchandise fire insurance without the consent of the LESSOR. The LESSOR shall pay for the notarial fees, documentary stamp tax, and other taxes and charges incurred or payable in connection with the execution of this Contract. The creditable withholding tax on the rental, as per existing revenue laws and regulations, shall likewise be for the sole account of the LESSOR and shall therefore be deducted from each proceeds of the monthly rental due for payment. The LESSEE shall issue to the LESSOR the corresponding Certificate of Tax Withheld in accordance with the due dates as provided for under said local revenue laws and regulations. Prior notification to the LESSOR is required on insurance to be taken out on goods being sold by the LESSEE.

- VIII. SIGN, LOGO AND ADVERTISEMENT.** Subject to prior consultation with and approval by the LESSOR, which if at all not is unreasonably denied, and provided that there are no structural or aesthetic impediments, the LESSEE shall have the right to install, inscribe, and/or paint its sign, logo, and other advertising medium on any part of the Leased Premises together with the right to remove and/or stop any obstruction thereto.
- IX. DAMAGE OR DESTRUCTION.** Unless attributable to the LESSEE or unless the damage or destruction is of such substantial nature that would render the Leased Premises uninhabitable, or damage to or destruction of the demised building by fire or other casualty shall be taken to entitle the LESSOR to terminate this Contract of Lease and that in the occurrence of such events, the LESSOR is duty bound to repair or reconstruct the damaged building on the same land within a reasonable time as conformed to by the LESSEE after the damage or destruction thereof. It is expressly understood and stipulated that when the aforesaid events shall occur, and that the repair or reconstruction of the building cannot be completed within a period of three (3) months, then the LESSEE shall have the option to pre-terminate the Contract if it so desires without any obligation to pay the corresponding penalty as provided for Article 14 hereof. In all cases, the LESSEE shall not be required to pay the rental during the period within which it cannot conduct its business in the damaged premises and the term of the lease shall be correspondingly extended.
- X. INJURY AND DAMAGE.** The LESSEE hereby assumes full responsibility for any injury or damage that may be deliberately caused by the LESSEE's employees, officers, or construction workers to the persons or properties of third persons and the LESSOR's premises.
- XI. INSPECTION OF THE PREMISES.** The LESSOR or his duly authorized representatives shall have the right to enter the Leased Premises during reasonable hours, on business days, examine the

same, make repairs, alterations, and new tenants and are necessary for the preservation and conservation of the building or operation of its installations provided that at least ten (10) calendar days prior written notice before the intended date of inspection shall be provided to the LESSEE, subject further to the LESSEE's security rules and policies.

- XII. **SALE, TRANSFER, AND MORTGAGE** In the event of a sale, transfer, mortgage, or any encumbrance on the Leased Premises, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrancer shall respect the terms and conditions of this Contract, including the renewal thereof. In any case of such sale, transfer, mortgage, or encumbrance of the Property subject to lease, the LESSOR shall give the LESSEE sixty (60) calendar days prior written notice. It is further stipulated and agreed that the LESSEE shall be given the right of first refusal, i.e., the right to be offered first to purchase the Leased Premises during the term of this Contract.
- XIII. **SURRENDER OF THE LEASED PREMISES** The LESSEE agrees to return and surrender the Leased Premises at the expiration of the Term of this Contract in good condition, as reasonably wear and tear will permit, and without any delay, interference, retention of all documents, furniture, fixtures, machinery, equipment, and other articles and effects of any kind, except such permanent improvements which cannot be removed without damaging the Leased Premises. The LESSEE shall be responsible for the general cleaning of the Leased Premises prior to the return and surrender of the same to the LESSOR.
- XIV. **PRE-TERMINATION OF CONTRACT** Should the LESSEE wish to pre-terminate this Contract of Lease for whatever reason, the LESSEE shall notify the LESSOR in writing at least thirty (30) calendar days in advance prior to the termination date. Upon pre-termination of the Contract, the Security Deposit shall be forfeited.
- XV. **NON-WAIVER** The failure of either Party to insist upon the strict performance of any terms, conditions, and covenants hereof shall not be deemed a relinquishment or waiver of any rights or remedy that either party may have against the other, nor shall it be construed as a condonation of any violation, breach, or default on the terms, conditions, and covenants hereof. No waiver by either party of any of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by both Parties.

IV. MISCELLANEOUS PROVISIONS.

- A. This Contract contains the full and complete agreement between the Parties on the subject matter, and the same shall supersede any and all representations, understandings, or agreements, verbal or written, implied or express, previously made or entered into by them. This Contract may only be amended upon the written mutual agreement of the Parties. It is understood that all terms and conditions herein provided are subject to and subordinate to the existing laws, rules, and regulations of the United States, and to the extent the pertinent provisions of the law, rules, and regulations conflict, the pertinent provisions of the law, rules, and regulations shall prevail.
- B. This Contract may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.
- C. This Contract shall not be altered, changed, modified, or amended except by a written instrument signed by the duly authorized representatives of the Parties. No amendments to this Contract shall be deemed valid and binding upon the Parties unless made by the mutual consent and assent of the Parties and signed by the original signatories of both Parties to this Contract. This Contract shall be legally enforceable after being signed and attached with the corporate seals by the authorized representatives of the contracting Parties with full corporate power vested to them by their respective Parties. After signing this Contract, all previous verbal and/or written arrangements about the subject of this Contract shall be considered null and void.
- D. The relationship of the Parties entered into hereon to all third parties shall be limited to the express terms contained herein, nothing herein provided shall be considered as having created or constituting the relationship of the Parties or any of the Parties as partners in which any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.
- E. The failure of a Party to insist upon strict performance of any of the terms, conditions, and covenants under this Contract shall not be deemed a relinquishment or waiver of any right or remedy that the affected Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of any of the terms, conditions, and covenants of this Contract by any Party shall be in writing and limited to the particular matter and shall not constitute a precedent or establish any custom or usage which shall be binding on any other Party, condition, power, term, or of this Contract.
- F. No Party shall be liable for any failure or delay in performing its respective obligations as herein provided if any force majeure event shall be the proximate cause of the same. For purposes of this

Contract, a Force Majeure Event shall include, but not be limited to: (i) declared or undeclared war, armed conflict, revolution, rebellion, insurrection, riot, public disorder, and the like; (ii) unforeseen rock formations in the geostatic layers of an identified deep well site; and (iii) extreme and unforeseen weather conditions, fire, unusual flood, earthquake, and similar calamities or acts of God and Governments, local or national, declaration of community quarantines, and other restrictions, and (iv) expropriation or any part of the site on which the Project will be located. The Party invoking the existence of a Force Majeure Event shall immediately notify the other Party, specifying the nature and details of the Force Majeure Event, how it affects the Party's ability to comply with its obligations hereunder, and a proposed mitigating action to address the same. Upon the cessation of such Force Majeure Event, the Parties shall immediately resume the performance of their obligations hereunder. However, if the Force Majeure Event extends for a period in excess of one hundred eighty (180) continuous days, the Parties hereto shall meet to discuss the basis and terms upon which this Contract be continued or mutually terminated.

- G. The Parties also agree that both shall exert utmost effort in settling any dispute amicably and peacefully. Any conflict or dispute arising out of this Contract in the interpretation or implementation of any provision hereof shall be settled amicably within thirty (30) days through the Parties' authorized representatives. Either Party may initiate amicable discussions by sending written notice to the other Party, specifying the alleged dispute and proposing a schedule for the amicable settlement thereof. In the event that the parties are unable to settle the dispute amicably and resort to any judicial relief, the Aggrieved Party shall be entitled to recover ATTORNEY'S FEES from the Defaulting Party in the amount equivalent to TWENTY-FIVE PERCENT (25%) of the amount awarded in addition to the Cost of Suit and other litigation expenses, which the law and the court may deem reasonable and just.
- H. If any part of this Contract is deemed that for any reason be rendered invalid and unenforceable, the remaining portions not affected hereby shall remain in full force and effect as if this Contract of Lease was executed with such invalid portion eliminated, or as if the parties would not have executed this Contract at all, had they known the invalidity or unenforceability thereof.
- I. This Contract shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines. Execution, delivery, and performance of this Contract shall not violate any provision of applicable laws or constitute a breach of any contracts it has entered into.
- J. The venue of all suits and actions arising out of or in connection with this Contract shall only be in the proper courts of the City of Bacoor, the Parties hereby waiving any other venue.
- K. Except as may be otherwise specifically provided in this Contract, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified, or registered mail, return receipt requested.

addressed to the Parties at their respective addresses outlined in this Contract, or at such other addresses as may be subsequently specified by written notice.

IN WITNESS WHEREOF, the Parties have hereunto signed these presents on the date and at the place first above written.

For the **LESSEE**:

For the **LESSOR**:

**CITY GOVERNMENT
OF BACOR**

**ED. Y. CONSTRUCTION & DEV'T
CORPORATION**

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No.____,
Series of 2023

Mr. ERNESTO V. YU
Chairman

SIGNED IN THE PRESENCE OF

Atty. AIMEE TORREFRANCA-NERI
City Administrator
Bacor City Administrators Office

<FULL NAME>
<Position/Designation>

ACKNOWLEDGEMENT

Republic of the Philippines
City of Bacor, Cavite City

BEFORE ME, this ___ day of _____, 2023 at the City of Bacor, Province of Cavite, personally appeared:

FULL NAME	GOVT-ISSUED ID TYPE	PLACE AND DATE ISSUED
STRIKE B. REVILLA		
ERNESTO V. YU		

to verify to be the same persons who executed the foregoing instrument of Lease and they acknowledged to me the same to be such in their free and lawful mind and deed.

The instrument consisting of ___ ___ pages on which this acknowledgment is written and signed by both Parties and their Instrumental Witnesses.

IN WITNESS WHEREOF, I hereunto set my hand, this day, year, and place above written.

Doc. No. ____

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