



Republika ng Pilipinas
Lungsod Quezon
SANGGUNIANG PANLUNGSOD
(City Council)

PR98-223

4th Regular Session

RESOLUTION NO. SP- 986 - 3-98

A RESOLUTION RATIFYING THE CONTRACT OF LEASE ENTERED INTO ON JULY 28, 1998 BY AND BETWEEN THE LIGA NG MGA BARANGAY, QUEZON CITY CHAPTER, DULY REPRESENTED BY ITS PRESIDENT, HON. ALMARIO E. FRANCISCO AND MRS. ERLINDA T. OSTACO, CONCESSIONARE, OVER A PORTION OF THE LIGA BUILDING CONSTRUCTED WITHIN THE CITY HALL COMPLEX AND DULY CONCURRED IN BY THE CITY MAYOR, HON. ISMAEL A. MATHAY, JR.

Introduced by Councilor GODOFREDO T. LIBAN II

Co-Introduced by Councilors Vincent P. Crisologo, Antonio L. Sioson
George M. Canseco, Jorge L. Banal, Eufemio C. Lagumbay,
Marcel C. Rillo and Ramon "Bu" G. Mathay.

Sponsored by Councilors Wilma Amoranto Sarino, Rommel R. Abesamis,
Winston "Winnie" T. Castelo, Ma. Fresca M. Biglang-Awa,
Marciano P. Medalla, Eric Rey Z. Medina, Michael F. Planas,
Anthony C. Castelo, Fernando V. Avanzado, Nanette Castelo Daza,
Jesus "Bong" C. Suntay and Bayani V. Hipol.

WHEREAS, the Liga ng mga Barangay, Quezon City Chapter, has constructed a building on a property owned by the Quezon City government within the City Hall Complex upon authority of the city government;

WHEREAS, the said Liga is in need of monetary requirements to finance the operation of the federation as well as for the maintenance of the building;

WHEREAS, one source of income for the federation is to rent out a portion of the building with the approval of the city government;

WHEREAS, a concessionaire, Mrs. Erlinda T. Ostaco, is willing to rent and occupy a portion of the building to be used in the operation of a canteen;

WHEREAS, such operation would not only mean as a source of income for the Liga ng mga Barangay but would also be advantageous for City Hall employees being an alternative place for their snacks and lunch;

WHEREAS, the Liga ng mga Barangay and Mrs. Ostaco have already executed a Contract of Lease;

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WHEREAS, the City Mayor has already shown his concurrence to said lease contract by approving the same as indicated by his signature in the attached contract;

WHEREAS, the said act of subleasing a portion of the building is an act of ownership;


WHEREAS, there is a need for the ratification of the said act of ownership;

NOW, THEREFORE,


BE IT RESOLVED BY THE CITY COUNCIL OF QUEZON CITY IN SESSION ASSEMBLED, to ratify, as it does hereby ratify, the Contract of Lease entered into on July 28, 1998 by and between the Liga ng mga Barangay, Quezon City Chapter, duly represented by Hon. Almario E. Francisco and Mrs. Erlinda T. Ostaco, concessionaire, over a portion of the Liga building constructed within the City Hall Complex and duly concurred in by the City Mayor, Hon. Ismael A. Mathay, Jr.,

RESOLVED, FURTHER, to furnish the above mentioned parties with a copy of this resolution.

ADOPTED: August 18, 1998.


CONNIE S. ANGELES
Vice Mayor
Presiding Officer

ATTESTED:


EUGENIO V. JURILLA
Secretary to the Sanggunian

q/m

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and executed this **JUL 28 1998**, 1998 at Quezon City, Metro Manila, by and between:

Liga ng mga Barangay Quezon City Chapter, an association duly organized existing under and by virtue of R.A. 7160 with principal office at the Liga Building, Quezon City Hall Compound, Quezon City, represented in this instance by its duly authorized President Almario E. Francisco, hereinafter referred to as the "LIGA",

- and -

Mrs. Erlinda T. Ostaco, Filipino, of legal age, married and a resident of Quezon City, hereinafter referred to as the "CONCESSIONAIRE".

WITNESSETH:

WHEREAS, the LIGA is the owner of a building known as Liga Building located within the Quezon City Hall Compound;

WHEREAS, the LIGA is willing to lease a portion of the premises as a canteen, and the CONCESSIONAIRE is interested to operate a canteen within the Liga Building premises, subject to the terms and conditions which the parties agree upon;

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the covenants, stipulations, terms and conditions hereinafter set forth, the parties hereto hereby agree and stipulate as follows:

1. LEASED PREMISES – The premises subject matter of this lease is that portion of the Liga Building covered with a canopy, extending to and including the ground floor of the two-storey Liga Building.
2. LEASE PERIOD – The lease shall be for a period of four (4) years from date hereof, renewable for a similar period under such terms and conditions which the parties may agree on.
3. RENT – The CONCESSIONAIRE obligates to pay a monthly rent of P15,500.00 at the end of each month. The CONCESSIONAIRE, however, shall make and by these presents has made an advance rental payment equivalent to two (2) months rent, plus the sum equivalent to one (1) month's rent as deposit. It is agreed and understood that these amounts shall not be applied to the current or unpaid/overdue rent of the CONCESSIONAIRE, and shall be returned to the latter upon expiry or

Erlinda Ostaco

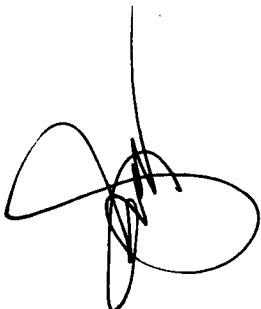
termination of this Contract without interest. It is further understood, however, that the rentals and the advance payments herein provided shall become due and demandable upon the commencement of the operations of the canteen, notice of which shall be given by CONCESSIONAIRE to the LIGA.

4. USE OF PREMISES – The leased premises shall be used by the CONCESSIONAIRE as a canteen. It is, however, the sole obligation of the CONCESSIONAIRE to comply with all laws and regulations in order that the said premises can be operated as a canteen. All taxes, licenses and permits due thereon shall be for the sole account of the CONCESSIONAIRE.
5. IMPROVEMENTS/RENOVATIONS – The CONCESSIONAIRE undertakes to renovate the leased premises and introduce improvements thereon, the cost of which shall be the sole account of the CONCESSIONAIRE. Succeeding repairs and renovations of the premises shall be done with the prior notice and consent of the LIGA at the CONCESSIONAIRE'S expense.
6. EVENTS OF DEFAULT – The following shall be considered as events of default, to wit:
 - 6.1 Non-payment of rent and/or utilities for two (2) months;
 - 6.2 Non-compliance by the CONCESSIONAIRE of all health, fire and safety standards;
 - 6.3 Non-compliance of business, license or permit requirements, and such other laws or regulations being enforced by the Quezon City or national government;
 - 6.4 Non-compliance with or non-performance of any or all of CONCESSIONAIRE's undertakings or obligations under this Contract;
 - 6.5 All other causes which will make the LIGA's undertakings under this Contract invalid, illegal or unenforceable.

Upon the happening of any event of default as hereinabove stipulated, the LIGA shall have the option to terminate the lease with notice in writing to the CONCESSIONAIRE at least thirty (30) days prior to the date of intended termination of this Contract.

7. AMENDMENTS/NOVATIONS – Any amendment or novation of any term, condition or stipulation in this Contract shall be in writing and signed by both parties hereto. Thereafter, any such amendment or novation shall become an integral part hereof as if originally stipulated and agreed upon;

Eulinda O'Mara

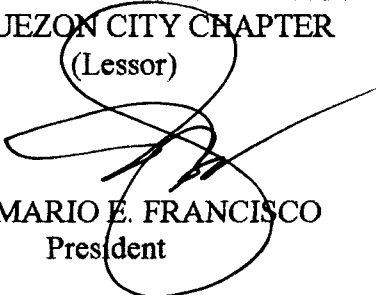



- 8. VENUE OF ACTION/ATTORNEY'S FEES – The parties agree that venue of any action or suit arising out or as a consequence of this Contract shall be at Quezon City. The aggrieved party shall be entitled to recover reasonable attorney's fees and litigation expenses.
- 9. RENEWAL OF CONTRACT – This Contract may be renewed for another four (4) years or for a period as may be agreed upon by the parties.

IN WITNESS WHEREOF, the parties have set their hands on the date and at the place first above written.

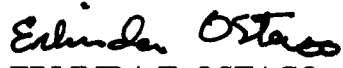
LIGA NG MGA BARANGAY
QUEZON CITY CHAPTER
(Lessor)

By:



ALMARIO E. FRANCISCO
President

CONCESSIONAIRE
(Lessee)

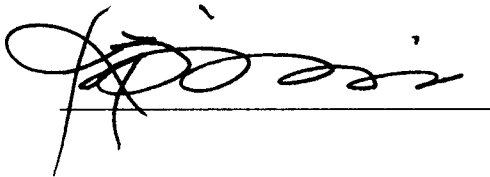
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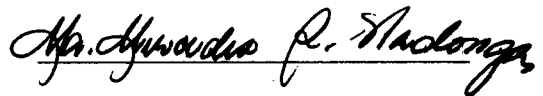

ERLINDA T. OSTACO
Proprietress

APPROVED:


ISMAEL A. MATHAY, JR.
City Mayor

SIGNED IN THE PRESENCE OF:





ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

Personally appeared before me ALMARIO E. FRANCISCO and ERLINDA T. OSTACO both known to me to be the same persons who executed this instrument and acknowledged to me that the same is their free act and deed, and the free act and deed of the persons they represent.

This instrument refers to a Contract of Lease consisting of four (4) pages including this page where this Acknowledgment appears, signed by the parties and their witnesses on every page thereof.

WITNESS MY HAND AND SEAL this **JUL 28 1998** day of _____, 1998 at Quezon City, Metro Manila, Philippines.

Erlinda Ostaco

ATTY. EUFRACIO T. LAYAG
NOTARY PUBLIC
Until December 31, 1999
PTR No. 0193363
Issued at Quezon City
On January 2, 1998

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