



PAREB-CEBU REALTORS BOARD, INC

Cebu Chamber of Commerce & Industry
2nd Flr., CCCI Center, cor. 11th & 13th Ave., NRA, Cebu City
Tel. No. 2323940 ; Telefax No. 2323959



Form 6

CONTRACT OF LEASE

This agreement made and entered into by and between: _____, Filipino, of legal age, single/married to _____, with residence and postal address at _____, Philippines, hereinafter called the LESSOR;

-and-

_____, likewise Filipino, of legal age, single/married to _____, with residence and postal address at _____, hereinafter called the LESSEE;

WITNESSETH:

1. That for and in consideration of the rent and agreement hereinafter contained, the LESSOR hereby LETS and LEASES unto the LESSEE that certain building together with lot/lot situated in _____ Street, _____, Philippines belonging to the LESSOR and registered in his name, more particularly described as follows:

OCT/TCT No. _____

(Copy description of land and improvements in owner's duplicate copy of the title)

2. That the term of this LEASE is _____(____) months/years from and after the date hereof, renewable at the will of both parties upon written notice communicated by one party to the other at least thirty (30) days prior to the termination of the original period;
3. That for and in consideration of this CONTRACT OF LEASES, the LESSEE hereby binds himself and promises to pay or cause to be paid unto the LESSOR, during the term of this LEASE, monthly rental of _____Pesos (P_____), Philippine Currency, payable in advance within the first _____day of each and every calendar month, the first of said payments to be made on the _____day of _____19__;
4. The LESSEE hereby covenants with the LESSOR as follows:
 - a) to pay the rent stipulated at the times aforesaid, without the necessity of express demand therefor, at the residence of the LESSOR;
 - b) to pay all charges for electric current, water, telephone, gas and such other services payable in the leased premises during said term;
 - c) to keep the leased premises in good and habitable condition, making necessary repairs, painting and maintenance services inside and outside the house, and all such expenses incurred and those that may arise in the daily use of the toilet facilities and sewers in the premises shall be for the account of the LESSEE;



PAREB-CEBU REALTORS BOARD, INC

*Cebu Chamber of Commerce & Industry
2nd Flr., CCCI Center, cor. 11th & 13th Ave., NRA, Cebu City
Tel. No. 2323940 ; Telefax No. 2323959*



Page 2 of 3

- d) not to make or suffer any not to make or suffer any alt alterations or improvements on the premises without written notice to the LESSOR, whose approval shall be implied if no written objection is interposed within _____days () from receipt of the notice, provided, that in case of such approved alterations or improvements on the premises, these shall become the property of the LESSOR upon the termination of this Lease, without need of reimbursement to the LESSEE of the expenses incurred therefor;
 - e) to use the premises as a private dwelling house only and not for any other purpose, nor to construct or maintain a stable for the keeping of horse, pig, etc., detrimental and obnoxious to the neighborhood;
 - f) to permit the LESSOR or his agents to enter and examine the premises upon reasonable advance notice, and in convenient manner;
 - g) not to assign this LEASE or to sublet the whole or any part of the premises without the written consent of the LESSOR first being obtained, and any breach of this condition shall be a ground for the termination of this Contract at the option of the LESSOR;
 - h) to surrender or peacefully deliver up to the LESSOR the leased premises with all the fixtures other than the LESSEE's fixtures, at the end of said term in such repair as aforesaid, and in the same condition as at the commencement of the term or may be when used by the LESSOR during the continuance of the term, with the exception of those damages by reasonable use, ordinary wear and tear, and due to fire or other unavoidable losses.
5. The LESSOR hereby warrants the peaceful possession and enjoyment of the leased premises by the LESSEE. In case the LESSOR should sell the leased premises during the term of this Contract, the LESSEE shall have the priority right to purchase the property for the same price and under the same terms and conditions that it may be offered for sale to any other person, provided, that in the event the property is purchased by someone other than the LESSEE, the new owner shall be made to respect all the terms and conditions of this Contract of Lease.
6. In case the premises or any part thereof be destroyed o damaged by fire or any unavoidable casualty so as to be unfit for use and occupation, the rent shall be proporttionately reduced and adjusted, or this Contract of Lease terminated, at the option of the LESSOR.
7. Provided, always, that should the LESSEE violate any of the covenants contained in Item 4 above, the LESSOR may, while the default shall continue, and not enter upon the premises, and thereby determine this LEASE, and may thereupon expel and remove the LESSEE and his effects, and to collect and remove from him all accrued rents.



PAREB-CEBU REALTORS BOARD, INC

*Cebu Chamber of Commerce & Industry
2nd Flr., CCCI Center, cor. 11th & 13th Ave., NRA, Cebu City
Tel. No. 2323940 ; Telefax No. 2323959*



Page 3 of 3

- 8. The LESSEE shall be responsible for all the acts and omissions of his family, servants,pets etc. and any and all persons he allows access to the leased premises.

- 9. In the interpretation and construction of this Contract of Lease,whenever the context so permits, the expressions "LESSOR" shall include and embrace his heirs,successors executors, administrator or assigns, and that the covenants and stipulations hereof shall be binding upon and inure to the benefit of the person included and embraced under said expression respectively aforesaid.

- 10. In case of Court litigation by virtue of non-payment of the agreed rents or any other breach of this Contract on the part of the LESSEE, the LESSOR shall be entitled to collect P_____ as liquidated damages and P_____ as attorney's fees exclusive of cost legally taxable.

Executed in _____, Philippines,

This _____ day of _____ 19 ____.

LESSEE

LESSOR

Signed in the Presence of:

_____ and _____