



Republic of the Philippines  
PROVINCE OF LEYTE



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OFFICE OF THE SANGGUNIANG PANLALAWIGAN

COMMITTEE ON TOURISM, TRADE AND INTERNATIONAL RELATIONS

Committee Report No. 06, S. 2024

This refers to the proposed provincial ordinance entitled “AN ORDINANCE LEVYING RENTAL FEES AND CHARGES FOR TOURISM FACILITIES AND EQUIPMENT OWNED BY THE LEYTE PROVINCIAL GOVERNMENT”.

During the committee meeting, clarifications and suggestions were made which are now provided for in the attached draft ordinance<sup>1</sup>. The committee finds that the measure is timely and absolutely needed to be passed to raise funds to maintain, improve, and expand the Tourism Facilities and Equipment of the Leyte Provincial Government as mentioned in the proposed ordinance.

The committee also find no provision in the said proposed measure that contravenes the Constitution and other existing laws and that the same is compliant to the general limitations of legislation, that:

- a. It does not contravene the Constitution;
- b. It is not unfair or oppressive;
- c. It is not partial or discriminatory;
- d. It does not prohibit trade;
- e. It is general and consistent with public policy; and
- f. It is not unreasonable.

In view thereof, this committee hereby recommends for the passage of the said ordinance and resolve that the same be scheduled for second reading, subject to the provisions of Section 129<sup>2</sup> and 186<sup>3</sup> in relation to sections 187<sup>4</sup> and 188<sup>5</sup> of Republic Act 7190 otherwise known as the Local Government Code of 1991.

<sup>1</sup> Draft Ordinance: “AN ORDINANCE LEVYING RENTAL FEES AND CHARGES FOR TOURISM FACILITIES AND EQUIPMENT OWNED BY THE LEYTE PROVINCIAL GOVERNMENT”

<sup>2</sup> Section 129. Power to Create Sources of Revenue. – Each local government unit shall exercise its power to create its own sources of revenue and to levy taxes, fees, and charges subject to the provision herein, consistent with the basic policy of local autonomy. Such taxes, fees, and charges shall accrue exclusively to local government units

<sup>3</sup> Section 186. Power To Levy Other Taxes, Fees or Charges. - Local government units may exercise the power to levy taxes, fees or charges on any base or subject not otherwise specifically enumerated herein or taxed under the provisions of the National Internal Revenue Code, as amended, or other applicable laws: Provided, That the taxes, fees, or charges shall not be unjust, excessive, oppressive, confiscatory or contrary to declared national policy: Provided, further, That the ordinance levying such taxes, fees or charges shall not be enacted without any prior public hearing conducted for the purpose.

<sup>4</sup> Section 187. Procedure for Approval and Effectivity of Tax ordinances and Revenue Measures; Mandatory Public Hearings. - The procedure for approval of local tax ordinances and revenue measures shall be in accordance with the provisions of this Code: Provided, That public hearings shall be conducted for the purpose prior to the enactment thereof: Provided, further, That any question on the constitutionality or legality of tax ordinances or revenue measures may be raised on appeal within thirty (30) days from the effectivity thereof to the Secretary of Justice who shall render a decision within sixty (60) days from the date of receipt of the appeal: Provided, however, That such appeal shall not have the effect of suspending the effectivity of the ordinance and the accrual and payment of the tax, fee, or charge levied therein: Provided, finally, That within thirty (30) days after receipt of the decision or the lapse of the sixty-day period without the Secretary of Justice acting upon the appeal, the aggrieved party may file appropriate proceedings with a court of competent jurisdiction.

<sup>5</sup> Section 188. Publication of Tax ordinances and Revenue Measures. - Within ten (10) days after their approval, certified true copies of all provincial, city, and municipal tax ordinances or revenue shall be published in full for three (3) consecutive days in a newspaper of local circulation: Provided, however, That in provinces, cities and municipalities where there are no newspapers of local circulation, the same may be posted in at least two (2) conspicuous and publicly accessible places.

This committee certifies this proposed ordinance as URGENT.

Submitted this 29<sup>th</sup> day of May, 2024, Palo, Leyte

**Hon. Marie Kathryn Veloso - Kabigting**

Chairperson

Committee on Tourism, Trade and International Relations and  
Committee on Trade Investments and Economic Affairs

**Hon. Ma. Corazon E. Remandaban**

Vice Chairperson

Committee on Tourism, Trade and International Relations and  
Member

**Hon. Raissa J. Villasin**

Member

Committee on Tourism, Trade and International Relations and  
Vice Chairperson

Committee on Trade Investments and Economic Affairs

**Atty. Ronnan Christian M. Reposar**

Member

Committee on Tourism, Trade and International Relations  
Committee on Trade Investments and Economic Affairs

**Hon. MJ Luinly D. Lumen**

Member

Committee on Tourism, Trade and International Relations  
Committee on Trade Investments and Economic Affairs



Republic of the Philippines  
PROVINCE OF LEYTE



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OFFICE OF THE SANGGUNIANG PANLALAWIGAN

EXCERPTS FROM THE MINUTES OF THE \_\_\_\_\_ REGULAR SESSION OF THE SANGGUNIANG PANLALAWIGAN OF LEYTE CONDUCTED AT THE SESSION HALL, LEYTE PROVINCIAL GOVERNMENT COMPLEX, ON \_\_\_\_\_, 2024.

PHYSICALLY PRESENT:

VIRTUALLY PRESENT:

RESOLUTION NO. 2024-\_\_\_\_

**A RESOLUTION ENACTING ON THIRD AND FINAL READING, PROVINCIAL ORDINANCE NO. 2024-\_\_\_\_, ENTITLED: AN ORDINANCE LEVYING RENTAL FEES AND CHARGES FOR TOURISM FACILITIES AND EQUIPMENT OWNED BY THE LEYTE PROVINCIAL GOVERNMENT**

**WHEREAS**, Section 129 of Republic Act 7160 otherwise known as the Local Government Code of 1991 empowers Local Government Units (LGUs) like the Leyte Provincial Government to create its own sources of revenue, to wit:

*"Section 129. Power to Create Sources of Revenue. – Each local government unit shall exercise its power to create its own sources of revenue and to levy taxes, fees, and charges subject to the provision herein, consistent with the basic policy of local autonomy. Such taxes, fees, and charges shall accrue exclusively to local government units.";*

**WHEREAS**, the enactment of this Ordinance is very timely and absolutely needed to promote the tourism industry in the Province of Leyte;

**WHEREAS**, it is vital to raise funds to maintain, improve, and expand the tourism facilities and equipment owned by the Leyte Provincial Government;

**NOW THEREFORE**, on motion of Honorable \_\_\_\_\_, and duly seconded by Honorable \_\_\_\_\_, be it

**RESOLVED** to **enact**, as it is hereby **ENACTED** on third and final reading, the following:

**ORDINANCE NO. 2024-\_\_\_**  
**Series of 2024**

**AUTHOR:**

**CO-AUTHORS:**

**AN ORDINANCE LEVYING RENTAL FEES AND CHARGES FOR TOURISM FACILITIES  
AND EQUIPMENT OWNED BY THE LEYTE PROVINCIAL GOVERNMENT**

**Be it ordained by the Sangguniang Panlalawigan of Leyte, that:**

**Section 1. Title.** This ordinance shall be known and cited as "An Ordinance Levying Rental Fee and Charges for the Tourism Facilities and Equipment Owned by the Leyte Provincial Government".

**Section 2. Scope.** The rental fees and charges imposed in this ordinance shall apply to those tourism facilities and equipment owned by the Leyte Provincial Government exclusively for tourism promotion.

**Section 3. Definition.** As used in this Ordinance:

- a. **Equipment** – refers to the self-balancing scooters used for the Leyte Segway Tour.
- b. **Kiosks** – refers to the 24 units 3m x 3m concrete Barbecue "BBQ" Kiosks located at the MacArthur Park Riverside.
- c. **Power** – refers to the supply of electricity used to energize the tourism facilities.
- d. **Stall** – refers to the 8 2x2m stalls located at the Leyte Pasalubong Center.
- e. **Tourism Facilities** – refers to permanent structures owned by the Leyte Provincial Government like the Tourism Building and View Deck, Leyte Pasalubong Center, and the MacArthur Park Riverside Kiosks.

**Section 4. Fees and Charges.** The following schedule of fees and charges for the use of the Leyte Provincial Government Tourism Facilities and Equipment shall be imposed as follows:

**a. Tourism Building and View Deck Exhibit Hall**

Area: 126.4 sqm

Capacity: 60 persons

Rental: Php 8,500.00 per 8hour event inclusive of electricity & water; additional charge for lights & sound, and other appliances.

**b. Tourism Building and View Deck Roof Deck Area**

Area: 542.94 sqm

Rental: Php 14,500.00 per 8hour event inclusive of electricity, lights only; additional charge for lights & sound, and other appliances.

**c. MacArthur Park Riverside Kiosks**

Area: 3x3 sqm

Rental: Php 2,000.00 per month excluding electricity & water; each kiosk will be installed with electric and water submeters.

**d. Leyte Pasalubong Center**

Area: 2x2 sqm stalls

Rental: Php 2,000.00 per month.

**e. Leyte Segway Tours at the Leyte Provincial Government Complex**

Rental: Php 400.00 per 1 hour tour with tour guide.

**Section 5. Official Receipts and Permits.** Any use of the above Leyte Provincial Government Tourism Facilities and Equipment shall be covered by a Permit, which shall be issued by the Provincial Governor or his/her authorized representative. Any payment for the rental of said facilities shall be properly receipted by the Provincial Treasurer or his/her authorized representative.

**Section 6. Contract of Lease.** All tourism facilities rentals shall be covered by a lease contract. The terms and conditions of which shall be determined by the Office of the Provincial Governor subject to ratification of the Sangguniang Panlalawigan.

**Section 7. Tour Safety Agreement.** All Leyte Segway Tours shall be covered by a Tour Safety Agreement between the Leyte Tourism and Investment Promotion Center (LTIPC) and the client.

**Section 8. Exception.** The Fees and Charges shall not be imposed if subject facilities and equipment shall be used by the Leyte Provincial Government. Any other user, especially LGUs, accredited NGOs, Peoples' Organizations, and Civil Society Organizations maybe given a discount for exempted from payment of fees and charges at the discretion of the Provincial Governor.

**Section 9. Reporting and Monitoring.** The Leyte Tourism and Investment Promotion Center (LTIPC) shall lead and oversee the regular monitoring and evaluation of the implementation of this Ordinance. It may designate other relevant office/s or individuals to carry out monitoring, maintenance, and improvement activities in the various tourism facilities and equipment provided that all data gathered shall be submitted to and consolidated by the Leyte Tourism Investment and Promotion Center (LTIPC) for regular reporting to the Provincial Governor. These data shall also be used to decide on necessary actions, such as adjusting or modifying existing set of contracts or agreements, redesigning, or installing building improvements or repairs, and the frequency of such activities.

**Section 10. Implementing Rules and Regulations (IRR).** The Provincial Governor may issue appropriate and relevant rules and regulations, as necessary for the proper implementation of any and all provisions of this Ordinance.

**Section 11. Penal Provision.** Violation of Section 4 of this Ordinance shall be ground for revocation of the permit or contract without prejudice to other remedies provided by law.

**Section 12. Separability Clause.** If any provision of this Ordinance is held invalid or unconstitutional, the other provisions not affected thereby shall remain valid and enforceable.

**Section 13. Repealing Clause.** Any provincial ordinance, resolution, rules and regulations, or parts thereof, in conflict with or inconsistent with any of the provisions of this Ordinance are hereby amended, modified, or repealed accordingly.

**Section 14. Effectivity Clause.** This Ordinance shall take effect after publication in the newspaper of general circulation in the Province of Leyte.

**Approved unanimously.**

**I HEREBY CERTIFY** to the correctness of the foregoing resolution.

**FLORINDA JILL S. UYVICO**  
Secretary to the Sanggunian

**ATTESTED:**

**HON. WILSON S. UY**  
Sangguniang Panlalawigan Member

**ATTY. RONNAN CHRISTIAN M. REPOSAR**  
Sangguniang Panlalawigan Member

**HON. TRINIDAD G. APOSTOL**  
Sangguniang Panlalawigan Member

**HON. RAISSA J. VILLASIN**  
Sangguniang Panlalawigan Member

**HON. MA. CORAZON M. REMANDABAN**  
Sangguniang Panlalawigan Member

**HON. MARIE KATHRYN VELOSO-KABIGTING**  
Sangguniang Panlalawigan Member

**HON. FLAVIANO C. CENTINO JR.**  
Sangguniang Panlalawigan Member

**HON. VINCENT L. RAMA**  
Sangguniang Panlalawigan Member

**HON. MICHAEL L. CARI**  
Sangguniang Panlalawigan Member

**ATTY. CARLO P. LORETO**  
Sangguniang Panlalawigan Member

**HON. MA. MARTINA L. GIMENEZ**  
Sangguniang Panlalawigan Member

**HON. CARMEN L. CARI**  
Sangguniang Panlalawigan Member

**HON. MJ LUNLY D. LUMEN**  
Sangguniang Panlalawigan Member

**HON. LEONARDO M. JAVIER, JR.**  
Vice Governor and Presiding Officer

Approved:

**CARLOS JERICO L. PETILLA**  
Governor

DATE: \_\_\_\_\_

**CONTRACT OF LEASE**

KNOW ALL MEN BY THESE PRESENTS:

The **PROVINCE OF LEYTE**, Philippines represented herein by \_\_\_\_\_, upon authority granted to him/her by the *Sangguniang Panlalawigan* under its Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_, hereinafter referred to as the LESSOR;

and

\_\_\_\_\_, single/married to \_\_\_\_\_, Filipino citizen, of legal age and with residence and postal address at \_\_\_\_\_, hereinafter referred to as the LESSEE;

**HAVE AGREED AS FOLLOWS:**

**ON THE PART OF THE "LESSOR"**

The LESSOR obligates itself to perform the following acts:

1. To lease, as it is hereby leased to the above named LESSEE, that certain stall/kiosk with the following description:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. To grant the LESSEE the first option to lease the above described stall/kiosk upon expiration of this Contract of Lease, subject to the provisions of the applicable Ordinance that is now existing, or may hereafter be enacted by the *Sangguniang Panlalawigan*.

**ON THE PART OF THE "LESSEE"**

THE LESSEE obligates himself/herself to perform the following acts:

1. The LESSEE shall keep the stall/kiosk stall in good sanitary condition at all times and comply with all the sanitary rules and other rules and regulations imposed by the LESSOR.
2. The LESSEE shall secure the necessary business permits and licenses necessary for the operation of the business.
3. The LESSEE shall pay the corresponding market rental fees in the amount of Two Thousand Pesos (P2,000) per month in accordance with the Ordinance enacted by the *Sangguniang Panlalawigan*, exclusive of the utility charges. It shall be due every \_\_\_\_\_. Non-payment of rent equivalent to \_\_\_\_\_ months shall be a ground for the revocation of the contract.
4. The LESSEE shall personally conduct the business in the stall by himself or through others if he/she hires or engage the services of helpers.



5. The LESSEE shall not sell or transfer, his/her privilege to occupy the aforesaid stall nor sub-lease the subject stall to another person, natural or juridical;
6. The LESSEE shall not utilize the aforesaid stall/ kiosk or any part thereof for residential purposes;
7. The LESSEE shall not allow anybody to serve or to dispense liquor, wine, or any kind of intoxicating beverages inside or in the surrounding premises of the said stall/ kiosk.
8. The LESSEE shall not remove, construct or alter the original structure of the stall/ kiosk, electrical wiring or water connection without prior permit from the LESSOR or its authorized representative.
9. The LESSEE undertakes to commence the operation of his business within \_\_\_\_\_ days from signing of this contract. Otherwise, the kiosk/ stall shall be declared vacant and the same may be a ground for the termination of the lease contract.

### **MUTUAL UNDERSTANDING**

1. Nothing in this Contract shall be construed as an exemption from securing the corresponding Mayor's Permit for the operation of the business in the subject stall/ kiosk, and any other permits as may be required by the government as a condition for its continued operation.
2. If, for any reason, the LESSEE discontinues his/her business, or this Contract is revoked before its expiration, the said stall/ kiosk shall be considered vacant and may be awarded to other interested LESSEES.
3. Should the LESSEE enter into a business partnership with any party during the duration of this Contract, the LESSEE shall have no authority to transfer to his/her partner the right to occupy and operate the subject stall.
4. Upon expiration of this Contract of Lease, it may be renewed with the LESSEE having the first option to lease the subject stall/ kiosk, provided, however, that the LESSEE complied with all the stipulations contained in this Contract and did not violate any existing ordinance, rules and regulations on the operation of business, and provided further that the LESSEE has no outstanding balance.
5. LESSEE in good standing or one who religiously pays its monthly rental fee with no record of a late or non-payment thereof, as certified by the Provincial Treasurer, the lease shall, upon its expiration, be automatically renewed with a new lease contract for another term of one (1) year.
6. Upon the death of the holder of a stall/ kiosk, the contract of lease covering said stall/ kiosk shall be deemed terminated. However, if the deceased leaves a surviving spouse or legal heirs who are qualified, and who desire to continue the business of the deceased, the lease may be transferred to the deceased's spouse or legal heirs upon application therefor; provided that the LESSOR shall be notified within thirty (30) days after the death of the original lessee of the desire of the spouse or legal heirs to succeed and upon payment of all necessary rents or lease due at the time of death of the original lessee, otherwise right shall be deemed waived.

7. The LESSOR shall not be responsible for any loss of, or damage to, properties of the LESSEE kept inside the subject stall/ kiosk, which is caused by fire, theft, robbery, *force majeure*, or any unavoidable circumstances beyond the control of the LESSOR.
8. The LESSOR and the LESSEE hereby agree that parties are bound to adhere to any changes or adjustments in rates, fees, or taxes as may be fixed \_\_\_\_\_ by \_\_\_\_\_ applicable \_\_\_\_\_ Ordinance.

**DURATION AND REVOCATION**

The Contract of Lease shall be for a period of one (1) year renewable upon its expiration, unless sooner revoked thru mutual agreement of both parties, or unilaterally:

- a. **By the LESSEE** – if he decides to discontinue the operation of his business and voluntarily vacating the subject stall upon prior notice to the LESSOR.
- b. **By the LESSOR** – if the LESSEE violated any of the terms stipulated in this Contract or violated provisions of this Code or Provincial ordinances, rules and regulations in the operation of business.

**EFFECTIVITY**

This Contract of Lease shall take effect on the date upon signing of the parties and ratification.

IN WITNESS WHEREOF, the parties concerned have hereunto affixed their signatures this \_\_\_ day of \_\_\_\_\_, \_\_\_ at \_\_\_\_\_, \_\_\_\_\_, Philippines.

\_\_\_\_\_  
(Lessor)

\_\_\_\_\_  
(Lessee)

SIGNED IN THE PRESENCE OF:

1. \_\_\_\_\_ 2. \_\_\_\_\_

**ACKNOWLEDGMENT**

Republic of the Philippines )  
Municipality of \_\_\_\_\_ ) s.s.  
Province of \_\_\_\_\_ )

In the Municipality of \_\_\_\_\_, \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally appeared before me Mayor \_\_\_\_\_ and \_\_\_\_\_, who exhibited to me their Community Tax Certificates No. \_\_\_\_\_ and No. \_\_\_\_\_ issued at \_\_\_\_\_ and at \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_ and on \_\_\_\_\_, \_\_\_\_\_, respectively; and who are known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free acts and voluntary deeds.

This instrument consists of \_\_\_\_\_ ( ) pages including this page on which this acknowledgment is written, signed by the parties concerned and their witnesses at the left margin hereof which pertains to a Contract of Lease of Market Stall.

IN WITNESS WHEREOF, I have hereunto set my signature and affix my notarial seal on the date and place above given.

DOC. NO. \_\_\_\_\_  
PAGE NO. \_\_\_\_\_  
BOOK NO. \_\_\_\_\_  
SERIES OF \_\_\_\_\_

## LEYTE PASALUBONG CENTER LOCATOR AGREEMENT

This Agreement is entered into on \_\_\_\_\_, by and between:

LEYTE TOURISM AND INVESTMENT PROMOTION CENTER, an office created pursuant to an ordinance with office address at 2nd Floor, Leyte Provincial Government Complex, Palo, Leyte, herein represented by \_\_\_\_\_ and hereinafter referred to as "MANAGEMENT"

and

Maricel A. Daga, of legal age, Filipino, doing business and the name and style Maricel's Tardica, with business address Prty San Fernando herein represented by Maricel A. Daga and hereinafter referred to as "LOCATOR"

### WITNESSETH

1. **PURPOSE OF AGREEMENT:** This Agreement outlines the terms and conditions under which Maricel A. Daga agrees to act as a locator at the Leyte Pasalubong Center.

### 2. LOCATOR REQUIREMENTS:

- 2.1 Locator should be the actual producer.
- 2.2 Locator should submit the following documentary requirements:
  - Mayor's Permit, DTI Permit, Official Receipt and 1 (one) Government Issued ID of the owner.

### 3. LOCATOR RESPONSIBILITIES:

- 3.1. Locator agrees to display and promote his / her company's products in a stall at the Leyte Pasalubong Center.
- 3.2. Locator will maintain an adequate inventory of their products and ensure that the display is well-maintained and attractive.
- 3.3. Locator will provide LTIPC with daily sales reports for sales monitoring. Forms will be provided by the management.
- 3.4. Locator shall assign 1 or 2 staff to man the stall for selling and inquiries during business hours.
- 3.5. Locator shall observe proper solid waste management for garbage. Garbage bins will be provided by management.
- 3.6. Locator shall commit to sell their products at the Leyte Pasalubong Center from Tuesdays to Sundays 9am to 7pm.

3.7 Locator shall be responsible for the care-security of their own products within their respective stall.

3.8 Locator should keep their stall and its surrounding area neat and clean in accordance with management standards.

#### 4. MANAGEMENT RESPONSIBILITIES:

4.1 Management will provide the stall with one (1) stall (size is 2 x 2 meters) with table and 1 chair, including signage, to enhance the visibility of the Pasalubong Center products.

4.2 Management will provide general cleaners within the vicinity of the Leyte Pasalubong Center before and after opening hours.

4.3 Management shall provide one (1) security guard for the Leyte Pasalubong Center.

4.4 Management shall provide one (1) Manager to oversee and monitor the smooth operations of the Leyte Pasalubong Center.

#### 5. PROCEDURE:

5.1 Locator will reserve 6 days in a week to operate at the Pasalubong Center.

5.2 The Pasalubong Center shall be open from Tuesday to Sunday, 9:00am to 7:00pm.

5.3 Pull out of inventory will be every Monday morning from 8:00 to 12:00 noon. Set up of inventory will be at 1:00 to 5:00 o'clock in the afternoon.

5.4 Locator will submit their request to locate every Thursday starting at 9am to 5pm. Acceptance of request will be on a first come, first serve basis.

#### 6. STALL RENTAL / MAINTENANCE:

6.1. Rental shall be free up to February 3, 2024. Thereafter, an amount of P500 / week shall be paid upon submission of the request to locate for maintenance and utilities.

7. **DURATION OF AGREEMENT:** This Agreement shall commence on December 8, 2023 and shall remain in effect until February 3, 2024.

8. **TERMINATION:** Either party may terminate this Agreement with or without cause by providing written notice to the other party.

9. **CONFIDENTIALITY:** Both parties agree to keep confidential all non-public information obtained during the course of this Agreement.

10. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Philippines.

**IN WITNESS WHEREOF,** the parties hereto have executed this Pasahibong Center Locator Agreement as of the Effective Date first above written.

JESCYN KATE RAMOS  
Unit Head

LEYTE TOURISM AND INVESTMENT PROMOTION CENTER  
TIN \_\_\_\_\_

Manuel A. Daga / Manuel's Tabla  
TIN 902-656-836

**ACKNOWLEDGEMENT**

Republic of the Philippines - 3  
Palo Leyte - 15c

**BEFORE ME**, a Notary Public for and in the Municipality of Palo, Philippines and Province of Leyte, this \_\_\_\_\_ personally appeared the abovenamed persons with Government Identification Card as above-stated, known to me to be the same person who executed the foregoing Agreement and who acknowledged unto me that the same is his free and voluntary act and deed.

This Agreement consisting of three (3) pages, including the page on which this acknowledgment is written, has been signed by the parties herein and their witnesses, on the left margin of every page thereof, and sealed with my notarial seal.

With my hand and seal, the day, year, and place above-written

*Doc. No.* \_\_\_\_\_;  
*Page No.* \_\_\_\_\_;  
*Book No.* \_\_\_\_\_;  
*Series of 2023.*

# LEYTE SEGWAY TOUR

## (Waiver and Agreement)

1. In availing of the tour and services offered by the Leyte Tourism Office, it is expressly understood by the parties to this waiver that the motorized equipment provided for the tour on wheels of the client is in safe and roadworthy condition in accordance with its required care and maintenance.
2. The client hereby agrees to abide all safety rules and regulations, and other guidelines prescribed by the Leyte Tourism Office with respect to the guided tour services and the use of the motorized equipment.
3. The client further agrees to hold the Leyte Tourism Office and its employees free and harmless from fault or liability arising from any loss, injury, or damage to person or property suffered by the client and/or third persons in the client's use of the motorized equipment, and/or for the duration of the guided tour.
4. The client shall be held liable and accountable for any and all damage and/or loss suffered by the motorized equipment due to its negligent and/or reckless use and handling by the client including such use that deviates from the boundaries of the tour premises or destinations, and such use and handling violative safety rules, regulations and other guidelines prescribed and determined by the Leyte Tourism Office.
5. In addition to the above, the client hereby agrees to abide by such rules, regulations and guidelines prescribed by the tour guide furnished by Leyte Tourism office as part and parcel of the guided tour services for the benefit of the client.
6. For his/her part, the tourguide agrees to hold the Leyte Tourism office and its employees free and harmless from fault or liability arising from any loss, injury, damage to person or property suffered by the tour guide, client and/or for the duration of the guided tour.

Name of guest: \_\_\_\_\_

Address: \_\_\_\_\_

Government ID#: \_\_\_\_\_

Email: \_\_\_\_\_ Phone number: \_\_\_\_\_

The parties hereby affix their signature this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at the Leyte Tourism Office complex, Palo, Leyte.

\_\_\_\_\_  
Leyte Tourism Office Representative

\_\_\_\_\_  
Client

\_\_\_\_\_  
Tour Guide



## **Leyte Segway Tours - Transforming Tourism in Leyte**

### **PROJECT DESCRIPTION:**

"Leyte Segway Tours," to be established within the Leyte Provincial Government Complex. This venture, slated to be the first of its kind in the Visayas region, holds the potential to be a significant tourist attraction, significantly boosting the local tourism industry and adding to the charm of the complex. This proposal is being presented on behalf of the Leyte Tourism and Investment Promotions Center as part of our initiatives for the year 2024.

### **VISION:**

Our vision is simple yet profound: To introduce Segway Tours as the first of its kind in the Visayas region. This unique experience will not only diversify tourism offerings but also attract more visitors to the Leyte Provincial Government Complex.

Leyte Segway Tours will feature guided tours around the picturesque Leyte Provincial Government Complex. We have already acquired 10 self-balancing scooters to kickstart this venture.

### **BENEFITS TO LEYTE:**

**Tourist Attraction:** Leyte Segway Tours will provide tourists with an innovative and fun way to explore the complex, making it a unique attraction in the region.

**Economic Growth:** Increased tourist footfall means higher revenue for local businesses and the province.

**Promotion of Sustainable Tourism:** The use of **self-balancing scooters** aligns with our commitment to sustainable tourism practices, reducing our carbon footprint and contributing to a greener future.

**Cultural And Historical Promotion:** The tours will be an opportunity to educate tourists about the rich history and culture of Leyte, contributing to the preservation and promotion of our heritage, as seen through the monuments found in the Leyte Provincial Complex

**Job Creation:** The project will create new job opportunities for local residents.

### **TOUR HIGHLIGHTS**

**Historical Exploration:** Visitors will explore the rich history of Leyte, including the MacArthur Landing Memorial.

Scenic Nature Rides: Segway tours will wind through lush gardens and beautiful landscapes within the complex.

Educational Experience: Learn about the cultural heritage and traditions of Leyte from knowledgeable tour guides.

### **IMPLEMENTATIONS:**

The implementation of Leyte Segway Tours will involve:

1. Hiring and training tour guides.
2. Developing a user-friendly booking system for tourists.
3. Creating an engaging marketing and promotional campaign.
4. Ensuring the safety and maintenance of the Segway units.

### **MARKETING STRATEGY**

1. Digital Promotion: Utilize Leyte Tourism Facebook page and the Leyte Province official website, to attract tourists.
2. Collaboration: Partner with travel agencies and hotels to create attractive tour packages.
3. Community Engagement: Involve the local community in promoting and sustaining the project.

### **FINANCIAL PROJECTIONS**

Initial Investment: Covered (10 Segway units already purchased)

Sustainability: The project will be self-sustaining through tour fees.

### **CONCLUSION:**

*Leyte Segway Tours is a project that holds immense potential to contribute to the growth and development of tourism in Leyte. By offering tourists a unique and sustainable way to explore the Leyte Provincial Government Complex, we can enhance our status as a premier tourist destination in the Visayas.*