



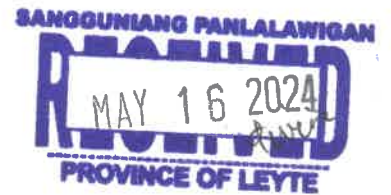
Republic of the Philippines
PROVINCE OF LEYTE
Provincial Capitol
Palo, Leyte

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PROVINCIAL LEGAL OFFICE
TRANSMITTAL

Item No.: 15

Date: 21 2024 MAY



MAY 15, 2024

TO: **SANGGUNIANG PANLALAWIGAN OF LEYTE**

THRU:

FLORINDA JILL S. UYVICO
SP Secretary, Province of Leyte

**SUBJECT: REQUEST FOR ENACTMENT OF AN ORDINANCE FIXING
THE RATES FOR DIFFERENT TOURISM FACILITIES OF THE
PROVINCE OF LEYTE**

Ma'am:

Greetings! Respectfully transmitting herewith the attached proposed rental rates for the Tourism Facilities of the Province of Leyte requesting for enactment of an Ordinance fixing the rental rates therefore.

Attached herewith is the copy of proposed rates for the consideration of the august body.

Thank you so much!

Very truly yours,

JOSE RAYMUND A. ACOL
Asst. Provincial Legal Officer

PROPOSED RATES FOR THE TOURISM FACILITIES OF THE
PROVINCE OF LEYTE

1. MACARTHUR PARK RIVERSIDE KIOSKS

Area : 3x3 sqm

Proposed Rental fee : P 2,000.00 per month excluding electricity and water

Note: Each kiosk will be installed with electric and water sub meter

2. TOURISM BUILDING AND VIEWDECK EXHIBIT HALL

Area : 126.4 sqm

Computation :

Area Rental : P 50/ sqm x 126.4 sqm = P6,320.00

Electricity : P 2,000.00

Water : P 200.00

Total : P 8,520.00

Proposed Rental fee : P 8,000.00 per 8hrs event

3. TOURISM BUILDING AND VIEWDECK ROOFDECK AREA

Area : 542.94 sqm

Computation :

Area Rental : P 25/ sqm x 542.94 sqm = P 13, 573.50

Electricity : P 500.00 (lights only, additional charge for sound system & other appliances)

Proposed Rental fee : P 14,000.00 per 8hrs event

4. SEGWAY TOURS AT THE LEYTE PROVINCIAL GOVERNMENT COMPLEX

Proposed Rate : P 400.00 per 1hour tour (inclusive of Tour guide)

5. LEYTE PASALUBONG CENTER

Area : 2x2 sqm per stall

Area rental : P 500.00/ week per stall x 4weeks

Proposed Rental fee :P 2,000.00 per month

Prepared by:


JESCYN KATE RAMOS
Unit Head, LTIPC


ENGR. ROBERT LUGNASIN
Provincial Engineer

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.

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 _____