

# LEASE CONTRACT

## KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF LEASE is made and executed at the City of Imus Cavite, this day of June 18, 2024, by and between:

Mr. VICENTE O. TIU JR., of legal age, married, Filipino, and with residence and postal address at Camella Homes Fairfields Subd. B1 L5 Mambog 1 Bacoor Cavite), hereinafter referred to as the **LESSOR**.

-AND-

Mr. MENELAO A. CALZADA President of RELIABLE BRAND MEDICAL BUSINESS (RBMB) OPC and Ms. ROSALITA M. FERNANDEZ Treasurer and Representative, Filipino, and with residence and postal address at 15 Greenheight, Ave Greenheights Village, San Isidro, Paranaque City, Philippines hereinafter referred to as the **LESSEE**.

## WITNESSETH; That

**WHEREAS**, the **LESSOR** is the owner of THE LEASED PREMISES, Third Floor Unit 301 commercial property situated at 0637 Aguinaldo Hi-Way Anabu 1E, Imus Cavite.

**WHEREAS**, the **LESSOR** agrees to lease-out the property to the **LESSEE** and the **LESSEE** is willing to lease the same;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the **LESSOR** leases unto the **LESSEE** and the **LESSEE** hereby accepts from the **LESSOR** the **LEASED** premises, subject to the following:

## TERMS AND CONDITIONS

**1. PURPOSES:** That premises hereby leased shall be used exclusively by the **LESSEE** for **Office and Showroom** and shall not be diverted to other uses. It is hereby expressly agreed that if at any time the premises are used for other purposes, the **LESSOR** shall have the right to rescind this contract without prejudice to its other rights under the law.

**2. TERM:** This term of lease is valid for 1 year from July 01, 2024 to June 30, 2025. Upon its expiration, this lease may be renewed under such terms and conditions as may be mutually agreed upon by both parties, written notice of intention to renew the lease shall be served to the **LESSOR** not later than two months (2) months prior to the expiry date of the period herein agreed upon.

**3. RENTAL RATE:** The monthly rental rate for the leased premises shall be in PESOS: **Fifteen Thousand Pesos, (P 15,000.00)**, Philippine Currency. All rental payments shall be payable to the **LESSOR**.

**4. DEPOSIT:** That the **LESSEE** shall deposit to the **LESSOR** upon signing of this contract the amount of **Forty-Five Thousand Pesos (45,000.00)** and eleven (11) Post-dated checks, prior to move-in Philippine Currency. wherein the three, one (1) month deposit shall be applied as advance rent and the remaining two (2) months deposit shall answer partially for damages and any other obligations, for utilities such as Water, Electricity, CATV, Telephone, Association Dues or resulting from violation(s) of any of the provision of this contract.

**5. DEFAULT PAYMENT:** A. In case of default by the **LESSEE** in the payment of the rent, such as when the checks are dishonored, the **LESSOR** at its option may terminate this contract and eject the **LESSEE**. The **LESSOR** has the right to padlock the premises when the **LESSEE** is in default of payment for One (1) month and may forfeit whatever rental deposit or advances have been given by the **LESSEE**.

B. In all cases where this contract is terminated or cancelled, whether judicially or extra-judicially, by reason of any default or breach committed by the **LESSEE**, the said **LESSEE** shall be fully liable to the **LESSOR** for the rentals corresponding to the remaining term of this lease, as well as for any and all damages, actual or consequential, resulting from such default and termination. In the event of cancellation or termination of this contract, the **LESSOR** is here by authorized, as the attorney-in-fact of the **LESSEE**, to sell at public or private sale, without notice to the **LESSEE**, any and all goods, merchandise, furniture, fixtures and equipment located at the leased premises, and to apply to proceeds of such sale to any damages and outstanding obligation of the **LESSEE** under this contract.

**6. SUB-LEASE:** The **LESSEE** shall not directly or indirectly sublet, allow or permit the leased premises to be occupied in whole or in part by any person, firm or corporation, neither shall the **LESSEE** assign its rights hereunder to any other person or entity and no right of interest thereto or therein shall be conferred on or vested in anyone by the **LESSEE** without the **LESSOR'S** written approval.

**7. PUBLIC UTILITIES:** The **LESSEE** shall pay for its telephone, electric, cable TV, water, Internet, association dues and other public services and utilities during the duration of the lease.

**8. FORCE MAJEURE:** If whole or any part of the leased premises shall be destroyed or damaged by fire, flood, lightning, typhoon, earthquake, storm, riot or any other unforeseen disabling cause of acts of God, as to render the leased premises during the term substantially unfit for use and occupation of the **LESSEE**, then this lease contract may be terminated without compensation by the **LESSOR** or by the **LESSEE** by notice in writing to the other.

*Rosalita M. Fernandez*

*Menelao A. Calzada*

**9. LESSOR'S RIGHT OF ENTRY:** The LESSOR or its authorized agent shall after giving due notice to the LESSEE shall have the right to enter the premises in the presence of the LESSEE or its representative at any reasonable hour to examine the same or make repairs therein or for the operation and maintenance of the building or to exhibit the leased premises to prospective LESSEE, or for any other lawful purposes which it may deem necessary. The same way when the LESSEE will be ejected from the premises due to default payment or contract termination, the LESSOR has the right to open the said premises to move all the belongings when the LESSEE will not be cooperative.

**10. EXPIRATION OF LEASE:** At the expiration of the term of this lease or cancellation thereof, as herein provided, the LESSEE will promptly deliver to the LESSOR the leased premises with all corresponding keys and in as good and tenable condition as the same is now, ordinary wear and tear expected devoid of all occupants, movable furniture, articles and effects of any kind. Non-compliance with the terms of this clause by the LESSEE will give the LESSOR the right, at the latter's option, to refuse to accept the delivery of the premises and compel the LESSEE to pay rent therefrom at the same rate plus Twenty Five (25) % thereof as penalty until the LESSEE shall have complied with the terms hereof. The same penalty shall be imposed in case the LESSEE fails to leave the premises after the expiration of this Contract of Lease or termination for any reason whatsoever.

**11. JUDICIAL RELIEF:** Should any one of the parties herein be compelled to seek judicial relief against the other, the losing party shall pay an amount of One Hundred (100) % of the amount claimed in the complaint as attorney's fees which shall in no case be less than P50,000.00 pesos in addition to other cost and damages which the said party may be entitled to under the law.

**12.** This **CONTRACT OF LEASE** shall be valid and binding between the parties, their successors-in-interest and assigns.

**13. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:** All such temporary additions, alterations or improvements which are suitable to the use for which the lease is intended made on the Leased Premises by the LESSEE in good faith, without altering the form or substance of the property leased, and with the consent of the LESSOR, shall become the LESSEE's property upon the termination of this Contract or its extension.

**IN WITNESS WHEREOF**, parties herein affixed their signatures on the date and place above written.



(Name of Lessor)

MR. VICENTE O. TIU JR.



(Name of Lessee)

MR. MENELAO A. CALZADA  
ROSALITA M. FERNANDEZ

Signed in the presence of:



CRISTINA V. TIU



ROSALITA M. FERNANDEZ

**ACKNOWLEDGEMENT**

Republic of the Philippines)  
~~CITY OF IMUS, CAVITE~~) S.S

BEFORE ME, personally appeared:

Name	TIN ID No.:	Date/Place Issued
MR. VICENTE O. TIU JR.	402-646-044-000	11/11/2013/Quezon City
MR. MENELAO A. CALZADA	650-609-881-00000	05/27/2024
MS. ROSALITA M. FERNANDEZ	302-681-032-00000	03/14/2022


Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument consisting of 3 page/s, including the page on which this acknowledgement is written, has been signed on each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

**IN WITNESS WHEREOF**, we have hereunto affixed our signatures this JUN 24 2024 day of \_\_\_\_\_, in the City of Imus, Cavite, Philippines.

Notary Public

Doc. No. 108;  
Page No. 23;  
Book No. V;  
Series of 2024.

  
**ATTY. ANGELITA P. RAMOS**  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2025  
 PTR NO. 2464621 / IMUS CITY, CAVITE  
 ISSUED ON JANUARY 2, 2024  
 IBP Lifetime No. 012028  
 ROLL NO. 51618  
 MCLE COMPLIANCE No. VII-0004334 / 04-14-2025

*Ramos*  
