



Republic of the Philippines
MUNICIPALITY OF SANTO DOMINGO
Province of Ilocos Sur

OFFICE OF THE SANGGUNIANG BAYAN

RESOLUTION No. 048
Series of 2019

RESOLUTION AMENDING RESOLUTION NO. 177, SERIES OF 2018, A RESOLUTION AUTHORIZING HON. AMADO T. TADENA, MUNICIPAL MAYOR TO NEGOTIATE AND ENTER INTO A CONTRACT OF LEASE WITH THE SCI-PRO INTERNATIONAL, INC. RELATIVE TO A COMMERCIAL ESTABLISHMENT LOCATED AT THE FARMERS PRODUCTIVITY CENTER, NATIONAL HIGHWAY, PARADA, SANTO DOMINGO, ILOCOS SUR

WHEREAS, SCI-PRO INTERNATIONAL, INC., with principal Office at Unit 0, 7/F One Joroma Place Building, Congressional Avenue corner San Bedea St., Quezon City, represented by its Vice-President for Operation, Ms. Kenzee Mac D. Requizo, submitted a Letter of Intent dated November 28, 2018 to lease a commercial space "FARMERS PRODUCTIVITY CENTER" located NATIONAL HIGHWAY, PARADA, SANTO DOMINGO, ILOCOS SUR.

WHEREAS, on December 10, 2018, This August Body adopted and approved *RESOLUTION NO. 177, SERIES OF 2018, A RESOLUTION AUTHORIZING HON. AMADO T. TADENA, MUNICIPAL MAYOR TO NEGOTIATE AND ENTER INTO A CONTRACT OF LEASE WITH THE SCI-PRO INTERNATIONAL, INC. RELATIVE TO A COMMERCIAL ESTABLISHMENT LOCATED AT THE FARMERS PRODUCTIVITY CENTER, NATIONAL HIGHWAY, PARADA, SANTO DOMINGO, ILOCOS SUR*, subject to the following conditions:

1. The monthly rental shall be TWENTY THOUSAND PESOS (Php 20,000.00), Philippine Currency, to be paid by the LESSEE at the office of the LESSOR on or before the fifth (5th) day of the month due. It is expressly agreed and understood that the payment of the rental herein stipulated shall be made without necessity of express demand and without delay on any ground whatever;
2. That the term of this lease commences on January 1, 2019 and expires on December 31, 2019;
3. The LESSEE hereby expressly agrees and warrants that the leased premises shall be used exclusively for the following purposes, to wit: FINE-DINING RESTAURANT and the LESSEE is hereby strictly prohibited from using the premises for any other purpose or business without the consent of the LESSOR;
4. The LESSEE shall not directly or indirectly sublease, assign, transfer, convey mortgage or in any way encumber his/her right of lease over the leased premises or any portion thereof under any circumstances whatsoever; any contract that may be made in violation of this clause shall be null and void and shall immediately cause the return of the leased premises to the LESSOR without any further court proceedings;
5. It is expressly agreed and understood by the parties that the personal character of the LESSEE as herein below is represented and restricted, constitute and are the special consideration and inducement for the granting of this lease by the LESSOR, consequently, any violation direct or indirect, of any of the stipulations shall automatically terminate this contract of lease from the time such violation occurs;
6. That the LESSEE shall not make any alteration, repair or improvement of the property herein leased without prior permission and approval by the LESSOR. It is further agreed and stipulated that the LESSEE keeps the premises clean and in good order in conformity with the town's environmental regulations, and violation of such shall automatically terminate this contract of lease;
7. Any improvement made by the LESSEE in the leased premises, and existing at the time of the termination of the lease, shall remain as the property of the LESSOR, without obligation to reimburse to the LESSEE the cost or value thereof;

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Sangguniang Bayan 138th Regular Session, held on March 25, 2019, Sto. Domingo, Ilocos Sur

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8. If the rental herein stipulated or any part thereof, at any time, shall be in arrears or unpaid, or if the tenant shall at any time fail or neglect to perform or comply with any of the covenants, conditions, agreement or restrictions stipulated, or if the tenant shall become bankrupt or insolvent then in any such above cases, this Lease Contract shall become automatically terminated and cancelled and the said premises shall be vacated peacefully by the LESSEE for the LESSOR to hold and enjoy henceforth, and it shall be lawful for the LESSOR or any persons fully authorized in its behalf, without prejudice on the part of the LESSOR to exercise any or all rights from the contract of lease and those given by law;
9. That the commercial space must be open everyday for commercial purposes only and never to be used as storeroom or bodega nor any other purpose and, if the closure of the commercial space has accumulated for more than fourteen days for a period of one year, it shall be a ground for the termination of this Lease Agreement and the ejection of the LESSEE from the premises;
10. That the goods/merchandise, cases of bottled drinks, firewood or anything that impedes or block pedestrians shall not be accumulated in front of the commercial space, but shall be stored inside or at the back of the commercial space.
11. Failure to pay all rentals including surcharges for two (2) successive months, the LESSEE can be rightfully ejected by the LESSOR and that the LESSOR has the right to file separate civil action against the ejected LESSEE for the recovery of unpaid rentals including surcharges of 20% per month.
12. That the LESSEE shall comply to all sanitary, environmental laws and ordinances and safety regulations which maybe promulgated from time to time by the LESSOR and shall keep and maintain the leased area in clean and sanitary condition and dispose all rubbish or garbage in accordance with good environmental practice of segregating biodegradable, non-biodegradable and recyclable garbage through means and places indicated by the LESSOR for the purpose;
13. That the LESSEE shall notify the LESSOR at least thirty (30) days in advance should the LESSEE decide to the termination of the leased property;
14. It is agreed and stipulated that in the event that the LESSOR decides to renovate the leased premises to conform with its development plans, LESSEE shall voluntarily vacate the same to give way for its renovation and shall be given the first priority to occupy spaces available upon its completion.
15. That the commercial space must be adequately stocked with goods and merchandise and that business is profitably managed to be closely monitored by the municipal personnel.

That failure of the LESSEE to comply with the terms of this contract as herein stipulated above shall be a sufficient ground for the termination of the lease and ejection of the LESSEE.

WHEREAS, upon negotiation and agreement, there is a need to amend the above-stated terms and conditions;

NOW THEREFORE, premises considered, on motion of the **Committee Vice Chair on RULES, Honorable CRISTINA JANE G. DE VERA**, unanimously seconded, this August Body in session duly assembled;

RESOLVED AS IT IS HEREBY RESOLVED, to amend RESOLUTION NO. 177, SERIES OF 2018, A RESOLUTION AUTHORIZING HON. AMADO T. TADENA, MUNICIPAL MAYOR TO NEGOTIATE AND ENTER INTO A CONTRACT OF LEASE WITH THE SCI-PRO INTERNATIONAL, INC. RELATIVE TO A COMMERCIAL ESTABLISHMENT LOCATED AT THE FARMERS PRODUCTIVITY CENTER, NATIONAL HIGHWAY, PARADA, SANTO DOMINGO, ILOCOS SUR;



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The Sangguniang Bayan of Santo Domingo, Ilocos Sur RESOLVES to amend the following CONDITIONS NOS. 1, 2, 4 and 6, to be read, as follows:

1. The monthly rental shall be TWENTY THOUSAND PESOS (Php 20,000.00), Philippine Currency with 10% increase every three years from operation thereof, to be paid by the LESSEE at the office of the LESSOR on or before the fifth (5th) day of the month due . It is expressly agreed and understood that the payment of the rental herein stipulated shall be made without necessity of express demand and without delay on any ground whatever;
2. Condition Number two (2) shall be amended into: *the terms of this lease shall be for ten (10) Years which will commence from start of business operation.*
3. Condition Number four (4) shall be amended into: *The LESSEE sublease over the leased premises or any portion thereof.*
4. Condition Number six (6) shall be amended into: *6. That the LESSEE may alter, modify, repair or introduced improvement of the property herein leased subject to inspection and recommendation of the Municipal Engineer. It is further agreed and stipulated that the LESSEE keeps the premises clean and in good order in conformity with the town's environmental regulations, and violation of such shall automatically terminate this contract of lease.*

All terms and provisions of the Amended Agreement not expressly modified herein shall remain in full force and effect.

RESOLVED FINALLY, that the Municipal Mayor be authorized to execute any and all documents to effect the foregoing purpose.

(Sponsored by SBM Cristina Jane G. de Vera)
(Adopted on 25th day of March 2019)


FLORO T. TADENA
Vice Mayor & Presiding Officer


BRYAN DEXTER V. TADENA
Sangguniang Bayan Member


CRISTINA JANE G. DE VERA
Sangguniang Bayan Member

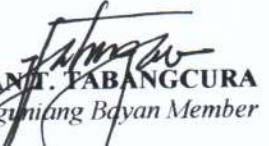

MICHAEL EMILI V. FIGUERAS
Sangguniang Bayan Member

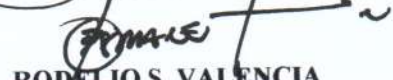

EUGENE R. TADEJA
Sangguniang Bayan Member

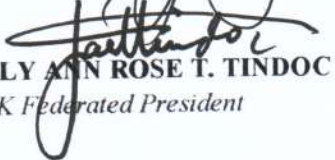
(On Leave Abroad)
JESSIE BONIFACIO T. TOBIAS
Sangguniang Bayan Member


GODOFREDO T. INGAN
Sangguniang Bayan Member



RIZALDYS ROSARIO
Sangguniang Bayan Member


JOANT. TABANGCURA
Sangguniang Bayan Member


RODELIO S. VALENCIA
ABC Federated President


JELLY ANN ROSE T. TINDOC
SK Federated President

ATTESTED:


RODEL M. TAGORDA
Secretary to the Sanggunian