

Note for tenancies agreed through an internet agency

This contract provides additional guarantees and assurances, yet does not seek to, and cannot amend costs and responsibilities specifically defined by agreement through the internet booking agency.

In order to avoid conflict between this agreement and the terms and conditions of internet booking agents, and for short term bookings the following entries may be marked as “Not Applicable” or “As per Agency”:

- ADVANCE RENT
- SUCCEEDING MONTHLY RENT
- SECURITY DEPOSIT
- ELECTRICITY DEPOSIT, CHARGES AND REFUND

If the internet booking agency does not collect and return the **security deposit**, then 10,000 PHP Peso (150GBP or 200 USD) payment will be required on or before arrival.

For bookings made directly with the owners all data fields and cost elements within this contract may apply.

CONTRACT OF LEASE

1. PARTIES* (* denotes entries required)

This Contract of Lease is made between: Mr. Michael Sydney Carus, British, of legal age, together with his spouse Mrs Jocelyn Yguinto Carus, Filipino, of legal age, both resident of 18 Ringwood Avenue, Walsall, WS9 0HZ, UK, represented by their Attorney-in-Fact:

_____, of legal age,
Filipino and a resident of _____,
Hereinafter referred to as LESSOR

AND

_____ of legal age, _____, and a resident of
Name *Nationality*

Address
Hereinafter referred to as LESSEE.

2. PREMISES

The LESSOR is the owner of a **two-bedroom residential condominium unit** approximately 60.3 square meters in floor area specifically known as **Unit 37P** located at 37th Floor Horizons 101-Tower 1, Gen. Maxilom Ave., Cebu City, Philippines.

3. OFFER TO RENT

That the LESSEE has expressed to lease the above described residential unit, which after has been accepted by the LESSOR.

4. TERM*

This Contract of Lease shall be for the period of _____
beginning _____
and shall expire on _____.

5. ADVANCE RENT*

6. SUCCEEDING MONTHLY RENT*

7. SECURITY DEPOSIT*

A security deposit amounting to: (_____)

(in words) _____

shall be paid by LESSEE to LESSOR prior to signing this Contract.

This is to ensure faithful compliance by the LESSEE of all the terms and conditions of this Contract and to answer for any/all of the former's obligations under this contract including but not limited to unpaid utility bills, move-out cleaning fee and any damages caused by the LESSEE to the unit or building or through his/her fault or negligence.

Subject to faithful compliance by the LESSEE, the LESSOR shall reimburse, without interest, the LESSEE the full amount of the security deposit immediately or as soon as possible after the time of the termination or expiry of this contract. In the event that the LESSOR shall make a claim due to a breach of faithful compliance by the LESSEE the balance thereof, if any, shall be paid within fourteen (14) days from the time the LESSEE vacates the Leased Premises.

Should the deposit be diminished for whatever reason, the LESSEE shall immediately replenish the used portion to bring the security deposit balance back to the prescribed amount above.

8. OCCUPANCY*

Occupancy is limited to five (5) persons. Nobody may enter the apartment unless having previously checked in with building reception and security on the ground floor.

No child under the age of 6 may enter the apartment without prior authorisation by email from the owners

For any Lease Period of 3 nights or less, only the Lead Person and persons named below may enter the apartment. For a Lease Period greater than 3 nights, the Lead person may invite visitors who may stay overnight for a maximum of up to two 2 nights in any one calendar month. At no time may the number of persons in the apartment be greater than 5 in number. Extensions or alterations to this requirement are only permissible with authorisation by email from the owners.

Additional Registered Occupants:

1 _____

2 _____

3 _____

4 _____

Each registered occupant and any visitor are required to present a valid ID with photo (except for children under sixteen (16) years of age) to the building reception and security. The reception staff will keep a copy of the ID for security purposes.

In the event that persons enter the apartment without checking in first with the Building Reception and Security, or in the event that the number of persons in the apartment number more than 5, the contract will deem to have been breached and the tenancy will be terminated immediately with forfeit of security deposit in line with the REMEDIES FOR BREACH below.

The LESSOR or his authorized agent shall have the right to enter the leased premises without notice if there are reasonable grounds to suspect that the terms of occupancy have been breached. Such entry must not be prevented.

9. COMMUNICATION AND RECORD*

All offers, acceptances and disputes between any of the parties must be made via email as a means for permanent record. The LESSEE is required to provide an email address and is required to monitor emails within a reasonable timescale.

The LESSOR's email address is **horizonviewcondo@gmail.com**

The LESSEE's email address is _____

10. USE

The Leased Premises shall be used exclusively for residential purposes.

The LESSEE shall not keep or store in the Leased Premises any inflammable, hazardous, obnoxious and illegal substances which may constitute a fire or safety hazard.

Anything that will constitute as practices contrary to morals shall not be permitted by the LESSOR and can be construed as grounds for pre-termination of the agreement.

The LESSEE undertakes to free the LESSOR from any liability which may be incurred for any damage which any person may suffer as a result of the violation of this provision by the LESSEE or any of its occupants/guests.

11. FURNISHINGS

A complete list of the furnishings provided for the property is provided in Annex A of this Contract.

No item from among the furnishings listed shall be taken out or removed from the Leased Premises at any time within the duration of this Contract. No item of furnishing shall be added to the property without the written permission of the LESSOR.

12. CONDITION OF PREMISES

The LESSEE, upon acceptance of the Lease Premises, hereby acknowledges to have received the same, its fixtures and furniture as-is and in a clean, safe, and good working condition.

13. ELECTRIC AND WATER

The costs of electricity and Water are included within the Rental costs.

The LESSEE agrees to keep electricity and water usage to a level that is reasonable, and will be careful not to use electricity or water for activities other than would be normal and expected.

Electricity usage is monitored on a daily basis. In the event of abnormally high electricity or water usage, the LESSOR will bring the matter to the attention of the LESSEE and will require access for the purpose of property inspection and to provide advice.

The LESSEE will not switch off or remove electricity usage monitoring devices.

14. TELEVISION

The LESSEE must obtain TV services on a prepaid basis and must be purchased in advance by the LESSEE. The LESSOR is not responsible for prepaid TV services and is not responsible for failures of the service and shall not be required to provide refunds for any reason.

The LESSEE must take care of the TV equipment provided and under no circumstances is the LESSEE allowed to remove or relocate the equipment. The TV if wall mounted may not be removed from its mount.

Additional equipment or connectivity or services may only be installed with express permission granted by the LESSOR by email communication.

15. BROADBAND AND WIFI

The LESSOR provides broadband wifi as a service free of charges. The LESSEE shall not be required to pay for broadband wifi services. The LESSOR will not be responsible for failures in the service and will not compensate the LESSEE for any reason. Subject to situations that are under the LESSOR's control the LESSOR will take reasonable steps to make broadband wifi permanently available. However, the LESSOR reserves the right at any time for any reason to deny the service to the LESSOR.

The LESSEE is expected to use the internet responsibly. The LESSOR reserves the right to make disclosure for legal reasons to appropriate third parties.

The Lessee will not use the internet service to send or post discriminatory, harassing, or threatening messages or images.

The LESSEE shall not connect computers or use the wifi to perpetrate any form of fraud, and/or software, film or music piracy. The LESSEE will not use the internet service for hacking into unauthorized websites.

The LESSEE is responsible to ensure internet traffic is limited in quantity to that which can be reasonable anticipated. The LESSEE will not disclose security information, such as passwords network identity to any person other than occupants registered within this contract.

16. IMPROVEMENTS AND ALTERATIONS

The LESSEE agrees not to introduce any improvements or make any alterations in or to the apartment. The LESSEE agrees not to alter, damage, or remove LESSOR's property, including but not limited to furniture, fixtures, utility and cable TV wiring, windows, locks, keys, and security devices.

No holes are allowed inside or outside the apartment. Only items using non-permanent or removable adhesive strips or tapes may be placed on the walls, floors, or ceiling of the Leased Premises.

Any improvements to the apartment (with or without LESSOR's consent) shall become property of the LESSOR unless agreed otherwise in writing.

17. MAINTENANCE AND REPAIRS

General Maintenance

LESSEE must use customary diligence in maintaining the apartment and in not damaging or littering the common areas. Related costs to such maintenance shall be for the sole account of the LESSEE.

Pipes and Drains

LESSEE shall keep drains, pipes, sanitary or plumbing apparatus in the Leased Premises in good, clean and tenantable condition. LESSEE shall be liable for any costs incurred by LESSOR in cleaning, repairing or replacing any of the same when found to be blocked or damaged due to misuse or lack of proper maintenance thereof.

Air-conditioning Units

The LESSEE shall clean the air-conditioners filters every week according to the instructions.

Cooking Equipment

All cooking equipment should be kept clean and free from food waste and other unsightly items or marks. The cooker hood filter should be cleaned at least every two weeks.

Pest Control

LESSEE shall undertake all such steps and precautions at his/her own cost to prevent the Leased Premises from any infestations of termites, rats, mice, cockroaches or other pests or vermin. Should LESSEE fail to maintain the Leased Premises to be free of such infestation, LESSOR may employ pest control services at LESSEE's expense.

Replacement and Repairs

Major repairs to faults or damage not caused by or attributable to LESSOR's fault or negligence shall be for the LESSEE's sole account.

Should any of the furnishings of the leased premises be damaged or lost through the fault or negligence of the LESSEE or any of his representatives or guests, the LESSEE shall replace the same at his expense with the same kind and quality or upon the option of the LESSOR, pay the value as indicated in the attached list of the items lost or damaged.

Maintenance, replacements and repairs may only be undertaken by a person nominated in advance by the LESSOR.

18. SUB-LEASE

The LESSEE shall not directly or indirectly sub-lease, assign, transfer, convey or in any way encumber the right of the lease over the leased premises or any portion thereof to any party. Any assignment of sublease or contract made in violation of this provision shall not bind the LESSOR in whatever manner. Violations as such hereby grants the LESSOR the option to terminate and cancel this lease contract upon giving due notice to the LESSEE.

19. NON-PAYMENT

Should the LESSEE fail to pay the rent for one (1) month, the LESSOR, at his option, may terminate this agreement and charge all incidental expenses incurred by the LESSOR for the ejection of the LESSEE to the latter's account without prejudice to the other provisions of this agreement, including the right of the LESSOR to padlock the said space.

20. ABANDONMENT

Abandonment of the Leased Premises constitutes a violation of the terms and conditions of this Contract. The LESSEE is deemed to have abandoned the Leased Premises when all of the following have occurred:

- (1) all occupants appear to have moved out from the property in LESSOR's reasonable judgment;
- (2) personal belongings have been substantially removed in LESSOR's reasonable judgment;
- (3) LESSEE has been in default in payment of rent for Five (5) consecutive days from due date, or water or electric service for the apartment has been terminated; and
- (4) LESSEE has not responded for two (2) days to LESSOR's notice left on the inside of the main entry door stating that LESSOR considers the apartment abandoned.

21. RIGHT OF ENTRY

The LESSOR or his authorized agent shall, upon prior arrangement with the LESSEE, have the right to enter the leased premises at reasonable hour of day to examine the same or make alterations or repairs therein, or for any purpose which he may deem necessary for the care and/or maintenance of the leased premises, and to exhibit the leased premises to prospective tenants during the last 60 days of the term of this contract unless renewed.

22. THIRD PARTY LIABILITY

The LESSEE, during his occupancy of the Leased Premises, shall hold the LESSOR free and harmless from any damages, liability or responsibility to any person or personal property arising out of or as a consequence of the use of the Leased Premises by the LESSEE. When such damage or liabilities is caused by fortuitous events, or earthquake, flood, civil disturbance, riots or coup d' etat and similar events beyond the control of LESSEE, the latter shall not be liable to LESSOR.

Likewise, The LESSOR shall not be responsible for the consequences of events, which proves to be not within his sole and direct responsibility, such as power failure or interruption, robbery, theft, typhoon, fire, earthquake, acts of contractors for janitorial and security services and their agents. Said events shall in no case justify the suspension of the payment of the payments of rental or reduction thereof.

23. HOUSE RULES

LESSEE shall faithfully comply with and abide by the House Rules promulgated, updated, or revised by the LESSOR or by the Building Management Company or by the Security Staff from time to time. The House Rules shall form an integral part of this Contract such that any violation thereof will constitute a breach of this Contract.

24. MULTIPLE RESIDENTS

Each resident is jointly and severally liable for all Lease Contract and House Rules obligations. If the LESSEE or any guest or occupant violates the Lease Contract or House Rules, all residents are considered to have violated the Lease Contract. The LESSOR's request or notice to any resident constitutes notice to all residents and occupants in the apartment. In ejectment suits, each resident is considered an agent of the LESSEE for service of process.

25. RENEWAL

This contract may be renewed upon the mutual agreement of the parties in writing upon the written notice of intention to renew to the LESSOR by the LESSEE thirty (30) days prior to contract expiration. The extension on a monthly basis should not be construed as an automatic renewal of the lease contract but solely on the basis of mere tolerance by the LESSOR.

26. PRE-TERMINATION

Should the LESSEE decide to pre-terminate this Contract prior to the agreed expiration date, the LESSEE shall notify the LESSOR in writing within a month prior to the intended date of termination. Such pre-termination shall constitute an automatic forfeiture of the entire security deposit.

27. EXPIRATION OF LEASE

Unless renewed, the LESSEE shall vacate the leased premises and immediately and peacefully return possession of the same to the LESSOR in as good, clean, sanitary and tenantable condition as when the LESSEE received it from the LESSOR, reasonable wear and tear excepted, devoid of all occupants, LESSEE-owned furniture, personal articles and effects of any kind.

28. FAILURE TO VACATE

In case of failure or refusal of the LESSEE to vacate and surrender the leased premises to the LESSOR at the expiration or termination of the lease, the LESSEE agrees to pay the LESSOR double (2x) the Monthly Rental above-stipulated, for each month of delay, as a reasonable compensation for the use and occupation of the leased premises, until the same is vacated and surrendered by the LESSEE to the LESSOR; provided, however, that the payment by LESSEE of such compensation shall not be construed as an extension or renewal of the lease. A fraction of a month shall be considered as one (1) month for purposes of computing said reasonable compensation due to LESSOR.

29. REMEDIES FOR BREACH

If the LESSEE violates any of the terms or conditions of this Contract, the LESSOR may, in addition to any other remedies or recourse prescribed by law, pursue any or all of following remedies, simultaneously or successively, as follows:

- (a) To terminate this Contract of Lease without the need of any prior notice, demand or judicial declaration;
- (b) To immediately repossess the Leased Premises without the necessity of instituting any judicial or court action. In this connection, the LESSEE hereby names, constitutes, and appoints the LESSOR, its authorized agents, employees, and/or representatives, as its attorney-in-fact, with full power and authority, to open, break-open, padlock, enter, occupy, secure, the Leased Premises, to clean up, make repairs in, and relet the Leased Premises, remove property left in the Leased Premises and to take such other steps and employ such other means to enable the LESSOR to take full and complete physical possession and control of the Leased Premises, barring the LESSEE from entering the Leased Premises. The LESSEE hereby expressly stipulates and agrees that any or all acts done or performed by the LESSOR, its authorized agents, employees and/or representatives under the preceding provision may not be the subject of any petition for a temporary restraining order or writ of preliminary injunction or mandatory injunction in court, and that the LESSOR and/or its authorized agents, employees, or representatives will be free and harmless from any civil and/or criminal liability or responsibility therefore;
- (c) To suspend or disconnect the electric and/or water supply and other utility services to the Leased Premises by whatever means without incurring any civil and/or criminal liability or responsibility for the same;
- (d) To demand and receive from the LESSEE payment for any and all unpaid rentals, fees, charges, damages, and other financial obligations stipulated in, or arising out of this Contract;
- (e) To automatically forfeit the Security Deposit in its favor.

30. LITIGATION

In the event the LESSOR is compelled to seek judicial relief against the LESSEE in order to enforce any or all of its rights under this Contract, the LESSEE, in addition to any other damages that may be awarded by the Court, hereby agrees to pay an amount equivalent to twenty-five (25%) percent of the amount claimed but in no case less than P50,000.00, as and by way of attorney's fees, aside from the costs of litigation, and other expenses which the law entitles the offended party to recover from the offending party. The parties hereby agree to submit any action arising from or incident to this Contract to the jurisdiction of the proper courts of Cebu City only, to the exclusion of all other venues.

31. ELECTRICITY DEPOSIT, CHARGES AND REFUND*

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32. RECEIPT OF MONIES BY CASH*

Cash only.		
	Specify Currency	Method of Payment e.g. Cash, transfer, cheque
Advance Rent		
Security Deposit		
Other (state reason)		

33. SIGNING*

We, the parties, have hereunto set our hands and affixed our signatures

on this _____ day of _____, in the City of Cebu, Philippines.

LESSOR

--

LESSEE

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HORIZON VIEW CONDO

37P, Horizons 101, 74 General Maxilom Avenue, Cebu City

HANDOVER / RETURN OF KEYS AND DEPOSIT RETURN

Keys are high value items. Loss of a single key can result in the replacement of locks and all keys.

Confirm receipt and return of Apartment Key Sets. Each set is identified by an Identity code and contains:

- One Elevator Card
- One Apartment Front Door Key
- Two Bedroom Keys

At the start of the tenancy, the Tenant (LESSEE) signs and dates. The Agent retains the form until the end of the tenancy.

Number of Key Sets	
Set 1 Identity	
Set 2 Identity	
Set 3 Identity	
Set 4 Identity	
Date of Receipt	
Received By: Signed By Lessee	

At the end of the tenancy, the Agent (LESSOR) signs and dates to confirm keys have been fully returned. After signing, the Tenant may keep this form as sign proof that they returned the keys.

Date of Return	
Confirmation of return. Signed by Lessor	
Comments by Lessor or Lessee:	

HORIZON VIEW CONDO

37P, Horizons 101, 74 General Maxilom Avenue, Cebu City

RETURN OF CASH SECURITY DEPOSIT

Confirm return of Security Deposit. Please note, this is required **ONLY** where a security deposit was paid by cash.

Upon return of the deposit from the Agent, the Tenant (LESSEE) will sign and date. The Agent will then retain the form as proof that the deposit has been returned to the tenant (LESSEE).

Date of Return	
Confirmation of return. Signed By Lessee	
Comments by Lessor or Lessee:	