

TENANCY LEASE AGREEMENT

This lease agreement is made between the lessor (the landlord)
and the lessee (the tenant) as shown below.

Made at -

Address and location of premises: Palmeras apartments, unit no.
Private road, San Miguel, Bacong 6215, Negros Oriental, Philippines.

Tenant name

Name of other residing persons.....

.....

Lease start date:lease end date:

Monthly rental: Php due on theof each month.

Security deposit amount: Php

Conditions of lease agreement

All new tenants must provide the landlord with a photocopy of their passport or valid ID. This lease agreement is subject to all the conditions as listed herein and applies equally to the tenant and all other persons residing in the premises. A breach or non compliance of any condition or any part of this agreement, including any written or verbal request given to the tenant by the landlord, will result in a written warning and an opportunity to resolve the matter. A total of three warnings will be given in writing by the landlord, and if your breach continues thereafter your lease can be terminated.

Security deposit and rent in advance

1(a) - A security deposit, plus one month rent in advance payment is to be paid at the start of a new lease.

1(b) - The security deposit cannot be credited towards any amount of outstanding rent and is subject to the conditions as outlined under the "termination of lease" section.

1(c) - The security deposit can be used to cover costs or financial loss to the landlord, due to any type of accidental, willful or negligent action that causes damage to any part of the rented property and other property belonging to the landlord, caused by the tenant and their visitors.

1(d) - Any security deposit refund will be given to the tenant within 14 days.

1(e) - Rent must be paid monthly and kept in advance by one month, and paid on the due date. If rent payment is overdue by more than 7 days, and you have not made prior arrangements or notified the landlord about making a late payment, your lease can be terminated.

General lease conditions

- 1 - This lease agreement constitutes a fixed price on the monthly rent during the term of the lease.
- 2 (a) - The landlord shall repair or replace anything that has malfunctioned due to wear and tear under normal usage, free of charge. However, the cost of such repair or replacement that has been found to be due to accidental, negligent or wilful damage by the tenant or their visitors that is found to be not due to normal wear and tear, will not be made good free of charge and any cost of repair shall be payable by the tenant.
- 2 (b) - The tenant is not permitted to repaint, alter, or construct anything, plant vegetables or plants on the land, stick plastic hooks or sticky tape to walls or tiles, hang any objects other than clothes from the clothesline or curtains from the curtain rods. Any damage or complications resulting in financial loss to the landlord from such action by the tenant shall be payable by the tenant and may be deducted from the security deposit or charged separately.
- 2 (c) – The tenant may instal a portable canopy to serve as a motor vehicle cover.
- 3 (a) – You are not permitted to hang clothes anywhere other than the clothes line.
- 3 (b) - The landlord shall provide cable television, wifi internet and grass cutting.
- 3 (c) - The tenant shall pay for their own drinking water which should be purchased from a commercial outlet such as “Living water”. We do not guarantee the safety of our tap water for drinking.
- 3 (d) - The cost of gas refilling/bottle exchange and installation is payable by the tenant and must be installed by a qualified gas service installer or the landlord and not by the tenant.
- 3 (e) - The tenant shall pay for the cost of replacement of any bed mattress or cushion covering that has become stained and that cannot be removed by normal cleaning.
- 4 - Each apartment has its own power meter. Electricity is payable by the tenant and bills are issued monthly by “Noreco”. The landlord shall present the “Noreco” invoice to the tenant, collect the electricity money and make payment to “Noreco”.
- 5 - All types of pets with the exception of aquatic fish are not allowed.
- 6 - The beach gate must be closed and padlocked after use.
- 7 – The main entry gate has two large swinging doors and a small side service door. The large gate doors need to be properly closed and latched and the small gate door must be key locked at all times after use.
- 8 - Do not litter anywhere inside the complex perimeter area.
- 9 - Your visitors are not allowed to reside with you for more than 24 hours without prior consent from the landlord. Only persons listed on this lease are allowed to reside permanently.
- 10 - Your motor vehicle including your visitor's vehicle must be parked within your designated parking area only. Do not park a motorbike in front of the front porch or lean it against any outside wall.
- 11 - Do not flush anything other than toilet paper down the toilet. Do not flush food down the bathroom or kitchen sink.
- 12 - Do not run the air conditioner continuously for more than 12 hours. Do not leave your air conditioner running if you are going to be out for more than 3 hours.
- 13 - The landlord does not cover the cost of light bulb replacement.
- 14 - For garbage disposal, place your household trash inside a plastic garbage bag and then place that inside the outdoor garbage bins provided. The outdoor garbage bins are emptied once a week (Friday mornings) by the local council.
- 15 - Do not play excessively loud music, or make any other excessive noise that is likely to interfere with the comfort of your neighbors. Noise should be kept to a minimum between 11 pm and 7 am.
- 16 - You are provided with keys for all your apartment doors and common gates. If you lose any key you must pay for the cost of a replacement. The landlord can provide you with a replacement key.
- 17 - It is not a requirement but it is advisable that you leave your outside lights on at night for added security. The landlord is not responsible for your security.
- 18 - If you have any concerns or problems with other tenants or something malfunctions or breaks in your apartment, you must advise the landlord immediately.
- 19 - Do not tamper with the internet modem or attempt to change your password or access the administrator login. If you have internet connection problems contact the landlord.
- 20 – You are not permitted to remove, sell or alter any furniture, fittings or other items belonging to your rental property or from within the complex.

Termination of lease

- 21 - You must give 30 days written or verbal notice stating the actual date you are leaving when you wish to terminate your lease. You must continue to pay rent up until the day you leave.
- 22 - Your security deposit will not be credited towards any outstanding rent and you are still obligated to pay your rent after you give notice until the day you leave. If you stop paying rent you can be issued an eviction notice to vacate within 7 days.
- 23 - If you stop paying rent after giving notice, or any rent remains due that falls within the period of such notice, then the full amount of your security deposit will not be refunded.
- 24 - If you are signed to a 12 month lease and you vacate prior to 6 months from the date of the start of the lease, for any reason, you will be charged an early termination fee of Php 12.000.
- 25 - Your electricity bill will be calculated up to the last day that you vacate and remain payable.
- 26 - All keys must be handed back to the landlord on the day that you vacate or your deposit will be withheld.
- 27 - The actual amount of the security deposit to be refunded may vary if a breach of this lease has occurred and any refund due will be made within 14 days.

Acknowledgment

By signing below, you the tenant agree that you have read this lease agreement and to be bound by the conditions contained herein.

Date:

Signed Tenant :

Signed Landlord:.....