

CONTRACT OF LEASE
CL-03-2019-03 dated March 04, 2019

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF LEASE, made and entered into by and between:

PROFESSIONAL REGULATION COMMISSION – CORDILLERA ADMINISTRATIVE REGION (PRC-CAR), with office at No. 09 Otek St. corner Benjamin R. Salvosa Drive, Rizal Monument, Baguio City, Philippines, represented in this Contract by the Officer-in-Charge, **JUANITA L. DOMOGEN**, hereinafter referred to as the **"FIRST PARTY"**; and

SKYRISE HOTEL AND RESTAURANT, with principal office at No. 18 Dominican Road, Baguio City, represented in this Contract by its Operations Manager, **ROSALYN S. AQUINO**, hereinafter referred to as the **"SECOND PARTY"**;

WITNESSETH: THAT –

WHEREAS, the **FIRST PARTY** is empowered to perform any and all acts, enter into contract, make such rules and regulations and issue such orders and other administrative issuances as may be necessary in the execution and implementation of its functions and the improvement of its services under PRC Office Order No. 370 dated June 20, 2018;

WHEREAS, the **SECOND PARTY** is vested with the power to enter into this Contract for the use of the function halls duly represented by its Operations Manager;

WHEREAS, the **FIRST PARTY** desires to enter into this Contract with the **SECOND PARTY** for the use of the function halls for the conduct of Licensure Examination for Medical Technologists on March 13 and 14, 2019;

WHEREAS, the **SECOND PARTY** is willing to allow the use of the above-mentioned halls unto the **FIRST PARTY** for the exclusive use for the conduct of the Licensure Examination for Medical Technologists on March 13 and 14, 2019;

NOW THEREFORE, for and in consideration of the foregoing premises and of the terms and conditions hereinafter set forth, the parties have mutually agreed as follows:

1. The **SECOND PARTY** shall provide the necessary facilities to be used/utilized as the examination venue of the PRC - CAR. The venue shall be:
 - a. located within Baguio City, and accessible to the public thru PUJs/PUVs
 - b. able to accommodate up to 378 examinees (21 examinees per room, halls can be divided into several rooms depending on size)
 - c. available on March 13 and 14, 2019 from 6:00 AM until 5:00 PM
 - d. free from any sound and noise pollutions
 - e. with clean comfort rooms with sufficient water supply and toiletries
 - f. with parking area for PRC vehicle/s
 - g. with sufficient lighting and use of generator set in case of power outage
 - h. able to provide smooth conference tables and chairs sufficient for 378 examinees and examination personnel
 - i. with proper ventilation, provision of air conditioner and/or electric fan, when necessary

- j. able to provide security guard/s at the entrance/exit gate on March 13 and 14, 2019 from 6:00 AM until 5:00 PM
2. The **FIRST PARTY** shall pay the amount of FORTY-SIX THOUSAND PESOS (PHP46,000.00);
 3. The **SECOND PARTY** shall bill the **FIRST PARTY** with the appropriate charges within seven (7) days after the last day of the examination to ensure the prompt payment;
 4. The **FIRST PARTY** shall withhold any applicable government taxes;
 5. The **SECOND PARTY** shall keep the hall premises clean and in sanitary condition that will be conducive to the examinees. Likewise, the **FIRST PARTY** agrees to cooperate with the **SECOND PARTY** in keeping the said premises in good conditions;
 6. The **SECOND PARTY** shall be liable for any injury(ies) to any examination room watcher(s), examinee(s) and to other examination personnel caused by falling debris, and other injuries that may be attributable to the physical condition of the building during the said period within the hall;
 7. Any loss or damage caused to the facilities of the halls by the **examinee(s)** due to any cause other than ordinary wear and tear, fortuitous events or Acts of God, shall be for the account of the examinee(s) who shall be directly liable to the **SECOND PARTY**;
 8. Any loss or damage caused to the facilities of the halls by the examination personnel due to any cause other than ordinary wear and tear, fortuitous, fire, flood, etc. shall be for the same to its original **FIRST PARTY** who shall immediately replace the same to its original condition. Provided, if the damage(s) was/were intentionally or wilfully caused by the said examination personnel and examinees, he/she will be directly liable to the **SECOND PARTY**;
 9. This contract shall take effect immediately upon approval of the same.

IN WITNESS WHEREOF, the parties hereto have signed/caused the signing of these presents on the date and at the place first above-written.

SKYRISE HOTEL AND RESTAURANT

By:


ROSALYN S. AQUINO
Operations Manager

PROFESSIONAL REGULATION COMMISSION

By:


JUANITA L. DOMOGEN
Head of the Procuring Entity



SIGNED IN THE PRESENCE OF


CERTIFIED AS TO THE AVAILABILITY OF FUNDS:


RASETES E. RAZONABE
Officer-in-Charge, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BAGUIO) ss.

28th day of Feb. BEFORE ME, a NOTARY PUBLIC, for and in the City of Baguio this 2019, personally appeared:


NAME	GOVERNMENT ISSUED ID	ID NO.
JUANITA L. DOMOGEN	Employee ID	P000145
ROSALYN S. AQUINO	SSS ID	CRN-0001- 1508966-08

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

The foregoing instrument refers to the Contract of Lease consisting of three (3) pages including the page on which this acknowledgement is written, signed by the parties including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, on the date and place above written.

Doc. No. 449
Page No. 90
Book No. XII
Series of 2019.


CATHERINE M. AQUINO
Notary Public
Until December 31, 2020
PTR No. 3895823, 12-10-18
IBP No. 05117, 12-10-18
N.A. 02-NC-19-R
Roll No. 52570
Baguio City