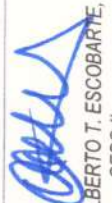


LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

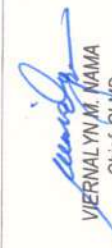
This LEASE AGREEMENT made and entered into by and between:

The **DEVELOPMENT ACADEMY OF THE PHILIPPINES**, an institution duly organized and existing under and by virtue of Presidential Decree No. 205, as amended, with principal office address at San Miguel Avenue, Pasig City represented herein by its Manager, DAPCC FMSO, **LIBERTY P. ANG CAYA**, thereafter called as the LESSOR;


ATTY. ALBERTO T. ESCOBARTE,
CESO II
Regional Director

- and -

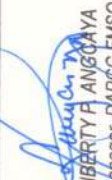
The **DEPARTMENT OF EDUCATION**, a government institution with principal office address at Gate 2, Karangalan Village, Cainta Rizal, represented herein by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE, CESO II** hereinafter referred to as the LESSEE;


VERNALYN M. NANA
Chief, CLMD

WITNESSETH: That -

WHEREAS, the LESSOR is the owner of facilities and equipment suitable for conferences, meetings, workshops and the like in Tagaytay City;

WHEREAS, the LESSEE desires to avail itself of the aforesaid services relative to the conduct of the **CONDUCT OF FOCUS GROUP DISCUSSIONS RELATIVE TO LITERACY COORDINATING COUNCIL'S RESEARCH STUDY ON LITERACY** scheduled on **August 3-4, 2023**, under the terms and conditions hereinafter contained;


LIBERTY P. ANG CAYA
Manager, DAPCC FMSO

NOW, THEREFORE, for and in consideration of the foregoing, and of the mutual promises and covenants hereinafter contained, the parties hereto have agreed as follows:

1. The LESSOR shall provide room accommodation and make available for the use by the LESSEE of the facilities and equipment in connection with the activity/purpose mentioned above, to be conducted at the aforementioned place including the corresponding services as stipulated in the attached Confirmed Reservation Sheet 38876 - A marked as "Annex A".
2. The LESSEE shall pay the LESSOR the guaranteed total amount with Live-in participants as stated in the attached Confirmed Reservation Sheet 38876 - A marked as "Annex A".
3. The LESSEE shall pay fifty percent (50%) deposit or submit the Certificate of Availability of Funds equivalent to the total estimated cost indicated in the Confirmed Reservation Sheet 38876 - A upon execution of this Agreement.

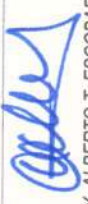

NICANOR M. BOGELIO
Senior Account Executive, DAPCC
FMSO

The LESSEE shall pay the balance of the charges within fifteen (15) days after receipt of the DAP Conference bills.

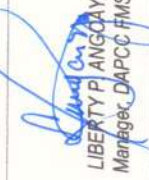


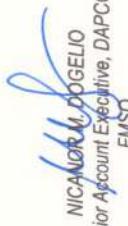
development academy of the philippines

4. The reservation is considered confirmed only upon signing of the contract and payment of the deposit or submission of the Certificate of Availability of Funds (CAF). The DAP Conference Center (DAP-CC) reserves the right to schedule another event if the contract is not signed and no deposit or CAF submission is made.
 5. Upon confirmation, the LESSEE shall submit the following documents:
 - 5.1 DAP-CC Conforme signed by the LESSEE or any of the LESSEE's authorized representative;
 - 5.2 Program of Activities; and
 - 5.3 Room Pairing List.
 6. The LESSOR reserves the right to refuse or deny accommodation and food in excess of the number of guests stated in the Confirmed Reservation Sheet 38876 - A marked as "Annex A".
 7. The LESSEE may cancel or reschedule confirmed reservations provided the LESSOR is notified of the same at least ten (10) working days prior to the reservation date.
 8. The cancellation and rescheduling of confirmed reservations and the disposition of deposits are subject to the following conditions:
 - 8.1 In case of cancellation of reservations for any cause not attributable to the LESSOR made less than ten (10) working days before the reservation date, the deposit already made shall be forfeited in favor of the LESSOR;
 - 8.2 In case of postponement or re-scheduling of reservations made less than ten (10) working days before the reservation date, one hundred percent (100%) of the cost of meals on the first day shall be charged against the deposit. Any balance left of the deposit shall be held in trust by the LESSOR until such time that reservation has been set; and
 - 8.3 The failure of the LESSEE to notify the LESSOR of the cancellation or rescheduling of reservation within the above stated lead time shall entitle the LESSOR to the forfeiture of deposit made by the LESSEE.
- In case what was submitted by the LESSEE is a Certificate of Availability of Funds, the LESSEE shall be billed accordingly subject to the aforementioned conditions.
9. The LESSOR shall not be liable for any cancellation or non-delivery prior to the scheduled event as a result of Force Majeure, Acts of God, and other occurrences and acts of third parties which are beyond the control of DAP Conference Center.
 10. The LESSEE may reduce the guaranteed number of rooms and/or number of covers on food and beverage arrangements provided that the LESSEE notifies the LESSOR of the same at least ten (10) working days prior to the reservation date.


ATTY. ALBERTO T. ESCOBARTE,
CESO II
Regional Director



WERNALYN M. NANA
Chief, CLMD


LIBERTY P. ANGOYA
Manager, DAPCC FMSO


NICANOR M. DOGELIO
Senior Account Executive, DAPCC
FMSO



11. In the event that the LESSEE notifies the LESSOR of a reduction on the guaranteed number of rooms and/or number of covers on food and beverage arrangements less than ten (10) working days from the reservation date, only a reduction in the maximum of ten percent (10%) of the original reservation will be allowed. In the event that this contract is signed less than ten (10) working days prior to the reservation date, the LESSEE can no longer cancel or postpone the reservation; neither can the LESSEE make any reductions on the guaranteed number of rooms and/or number of covers on food and beverage arrangements.


ATTY. ALBERTO T. ESCOBARTE,
CESO II
Regional Director

12. The prescribed check-in time shall be 2:00p.m. and check-out time shall be 12:00p.m. for the guest rooms and 5:00 p.m. for the conference room.

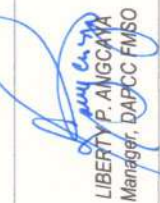
In case of late check-out, the LESSEE shall notify the LESSOR of the same at least two (2) hours before check-out, subject to the availability of the rooms. The LESSEE shall correspondingly be charged the full rate for another day provided late check-out is permitted.

13. The LESSEE shall comply with and observe the rules and regulations stated by the attached "House Rules" marked as "Annex B" hereof, as well as with any subsequent directive which may be promulgated by the LESSOR regarding the use of the said facilities and equipment.


VERNALYN M. NANIA
Chief, CLMD


14. The LESSEE shall be liable for all the losses and damages which may be caused by its participants and guests on the property and facilities of the LESSOR.

15. The LESSEE is not allowed to bring food and drinks inside the lease premises. However, in case the LESSEE would want to engage the services of an outside caterer, the LESSEE may do so provided the LESSOR was notified of the same and gave authorization thereto subject to corresponding charges.


LIBERTY P. ANGCAYA
Manager, DAPCC FMSO

The LESSOR shall not, nonetheless, be liable to the LESSEE, its employees, agents and guests for any injury, including death, or damage to property, arising from or in connection with the consumption of food and drinks brought in by the LESSEE, its employees, agents and guests, or the use of any appliance or equipment belonging to the LESSEE, its employees, agents and guests, notwithstanding the fact that such food, drink, appliance or equipment may have been brought into the premises with the knowledge or consent of the LESSOR. The LESSEE shall indemnify the LESSOR for any claim, demand and expenses, including attorney's fees that may be made against the LESSOR by any person as a consequence of such consumption or use.

16. The LESSOR shall not in any way be responsible to the LESSEE, its/his/her participants and guests for any damage or injury as a consequence of any act of *force majeure* or fortuitous events that might have occurred in subject leased premises during the effectivity of this Contract.


NICANDRO M. DOGELIO
Senior Account Executive, DAPCC
FMSO

17. This agreement shall take effect and shall remain valid and subsisting for the duration of the period agreed upon by both parties as indicated in the Confirmed Reservation Sheet 38876 - A hereof.



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative on the _____ day of _____, 2023 at Pasig City, Philippines.

DEPARTMENT OF EDUCATION

DEVELOPMENT ACADEMY OF THE PHILIPPINES

Lessee
By:

ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

Lessor
By:

LIBERTY P. ANGcaya
Manager, DAPCC FMSO

SIGNED IN THE PRESENCE OF:

WITNESSES

VERNALYN M. NAMA
Chief, CLMD

NICANOR M. DOGELIO
Senior Account Executive, DAPCC FMSO



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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
TAGAYTAY CITY : S.S.
PASIG CITY)

AUG 09 2023

BEFORE ME, a Notary Public for and in Pasig City on this _____ day of _____ 2023, personally appeared the following;

ATTY. ALBERTO T. ESCOBARTE, with Company ID No. _____ valid until _____ in representation of the **DEPARTMENT OF EDUCATION**;

LIBERTY P. ANG CAYA, with ID No. _____, in representation of **DEVELOPMENT ACADEMY OF THE PHILIPPINES**;

Who are known to me to be the same public officials who executed the foregoing instrument and they acknowledged to me that the same is their true and voluntary act and deed and that of the entities they respectively represent.

This instrument consisting of _____ typewritten pages refers to a **LEASE AGREEMENT** and has been signed on each and every page by the parties and their instrumental witnesses.

WITNESS MY SIGNATURE AND NOTARIAL SEAL on the date and place first above written.

NOTARY PUBLIC

Doc. No. : 313
Page No. : 04
Book of : 12
Series No. : 2023



ATTY. VALENTIN E. GUANIO
JP Rizal Avenue, Kaybagal South, Tagaytay City
Commission Expires on **DECEMBER 31, 2024**
PTR No. 5131980/January 3, 2023
ROL No. 22908
IBP LIFETIME RES. NO. 02892
MCLE COMPLIANCE NO. VII-0016975

ATTY. ALBERTO T. ESCOBARTE,
CESO II
Regional Director

VIERNAL YNAM NAMA
Chief, CLMD

LIBERTY P. ANG CAYA
Manager, DAPCC/FMSO

NICANDRO M. DOCELO
Senior Account Executive, DAPCC
FMSO



HOUSE RULES

1. **WEARING FACE MASK IS A MUST.** All guests/participants are required to wear face mask or other protective equipment inside the facilities to minimize the transmission of the 2019 coronavirus disease (Covid-19)

It is essential that guests or participants use face masks properly so that they are effective and safe.

- It should fit properly, completely covering the face from bridge of nose to chin.
- Clean hands properly before putting the face mask on or taking it off.
- Only touch the cord or elastic at the back of the face mask when removing it, not the front.
- If the face mask is disposable, be sure to do so safely in a proper container.
- If reusable, wash the face mask as soon as possible after use with detergent at 60°C.

2. **OBSERVE MINIMUM HEALTH PROTOCOL.** Before entering the facilities all guests/participants are required to check the body temperature. Accomplishment of necessary documents should be done before entering the center.

3. **REGISTRATION.** All guests must register at the front office before the use of guest room. And must follow also physical distancing protocol during registration and distribution of keys.

Check-in time is 02:00 p.m.

4. **INSPECTION OF LUGGAGE / VEHICLES.** For your safety, security guards are authorized to disinfect your car before entering the facility and to inspect all the incoming and outgoing vehicles, luggage and bulky materials.

Firearms and weapons should be deposited with the front gate security guards.

5. **OBSERVE PHYSICAL DISTANCING.** Reconfigure worksites to add more distance between guests/participants during sessions. Space desks at least six feet apart.

6. **SAFEKEEPING OF VALUABLES.** Safety deposit box is available in selected rooms, however, cash, valuables and other important documents may be deposited in the front office for safekeeping. DAPCC Management will not be liable for missing cellphones, laptops and other handy equipment.


ATTY. ALBERTO T. ESCOBAR,
CESO II
Regional Director


WERNALYN M. NAMA
Chief, CLMD


LIBERTY P. ANGAYA
Manager, DAPCC FMSO


NICANDRO M. DORELIO
Senior Account Executive, DAPCC
FMSO



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7. **ATTIRE and NAME TAGS.** Guests are requested to be in appropriate attire whenever they are outside their guest rooms. Undershirts/sando, pajamas, short pants, and slippers are discouraged in public areas.

Name tags issued by training coordinators or by the DAP security guards should be worn within the center at all times.

8. **CONFERENCE/FUNCTION ROOMS and LOBBIES.** Rooms are assigned for specific functions or activities. Lobbies/ public area may also serve as venue for small group discussions or meetings. Prior arrangements should be coordinated with the account executive. Rearrangement of furniture or art works is not allowed.

Cork boards are available for posting of collaterals and posters.

9. **GUEST ROOM.** Guest rooms shall be used only for peaceful residence. Drinking sessions, gambling and other related activities are not allowed.

Guest are to entertain their visitors at the lobbies or public areas. Visitors are not allowed inside the guest rooms.

A designated area for pressing of clothes is available. Washing, drying and ironing clothes inside the room are prohibited. To avail of outsourced laundry services, call the front office.


Guest room doors are secured with time lock key card. Key card won't be able to open the door beyond 12:00 noon of your scheduled check-out date. Surrender the key card to the front desk. Lost and damaged key card will be charged Php450.

Pets inside the guest room, cottages/villa, and function rooms are not allowed.

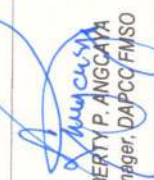
10. **FOOD SERVICE.** Food and Beverage Service adopts a 14-day cycle menu. Menu choice may be arranged by your training coordinators at least two (2) weeks prior to the function date.

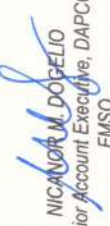
Meals are served in the dining area or designated meal venue following this schedule: Breakfast from 06:30 to 08:00 a.m.; Lunch 11:30 to 01:30 p.m.; and Dinner from 06:30 to 08:00 p.m. Group coordinators will be informed of any changes in the venue or time in advance.

Only guests who are indisposed may be served meals in the guest room.


ATTY. ALBERTO T. ESCOBARTE,
CESO II
Regional Director


VERNALYN M. NANA
Chief, CLMD


LIBERTY P. ANGCAAYA
Manager, DAPCC/FMSO


NICANDRO M. DOGELIO
Senior Account Executive, DAPCC
FMSO



development academy of the philippines

11. **MEDICAL SERVICE.** Nurse and trained medical responders are available to provide medical assistance to guests. Inform the front office for assistance.
12. **SMOKING POLICY.** Smoking is STRICTLY prohibited inside the center. DAPCC subscribes by the rules of the Civil Service Commission and the Local Government Unit of Tagaytay (E.O No. 26 s2017; CSC MC No. 17 s.2009; and Tagaytay City Ordinance No. 2012-033) smoking is only permitted in the designated area.
13. **SLEEPING TIME.** Generally, guests are expected to retire in the evening by 10 p.m. Please desist from any activities that may cause undue disturbance to other guests beyond this time.

Use of videoke during social events is only until 10:00 p.m. Enclosed/ soundproof function rooms such as the auditorium or learning center may be used beyond that time. However, appropriate fee will be charged.


ATTY. ALBERTO T. ESCOBARTE,
CESO II
Regional Director


VERNALYN M. NANA
Chief, QLMD


LIBERTY P. ANGAYA
Manager, DAPCC FMSO


NICANDRO M. DOSELIO
Senior Account Executive, DAPCC
FMSO