



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. ANGCAYA**, 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;


VIERNALYN M. NAMA
Chief, CLMD

WITNESSETH: That –

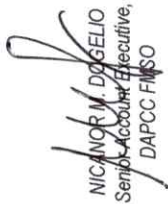
WHEREAS, the LESSOR is the owner of facilities and equipment suitable for conferences, meetings, workshops and the like in Tagaytay City;

WHEREAS, the LESSEE desires to avail itself of the aforesaid services relative to the conduct of the **REGION-BASED TRAINING OF SCHOOL HEADS ON INSTRUCTIONAL LEADERSHIP AND SUPERVISION OF MULTIGRADE SCHOOLS** scheduled on **September 9-13, 2024**, under the terms and conditions hereinafter contained;


LIBERTY P. ANGCAYA
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 40022 - 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 40022 - 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 40022 - A upon execution of this Agreement.


NIC AMOR M. DAGELIO
Senior Account Executive,
DAPCC FMSO





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

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 40022 - 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.


ATTY. ALBERTO T. ESCOBARTE,
CESO II
Regional Director


VIERMALYN M. NAMA
Chief, CLMD


LIBERTY P. AMCAYA
Manager, DAPCC FMSO


NICANDRO M. DOGELIO
Senior Account Executive,
DAPCC FMSO





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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.
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.
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.
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.

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.


ATTY. ALBERTON ESCOBARTE,
CESO II
Regional Director


VIERNALYN M. NAMA
Chief, CLMD


LIBERTY P. ANG
Manager, DAPCC FMSO


NICANDRO M. DAPCELIO
Senior Account Executive,
DAPCC FMSO





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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 40022 - A hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative on the _____ day of _____, 2024 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

VIERNALYN M. NAMA
Chief, CLMD

NICAMOR M. DOGELIO
Senior Account Executive, DAPCC FMSO



ACKNOWLEDGEMENT

ATTY. ALBERTO T. ESCOBARTE,
CESO II
Regional Director

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

BEFORE ME, a Notary Public for and in Pasig City on this 05 SEP 2024 day of _____ 2024, personally appeared the following;

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

LIBERTY P. ANGCAAYA, 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.

NIERNALYN M. NAMA
Chief, CLMD

LIBERTY P. ANGCAAYA
Manager, DAPCC-FMSO

NOTARY PUBLIC

ATTY. VALERIO T. ESCOBARTE
JP Rizal Avenue, Kaybagal South, Tagaytay City
Commission Expires on DECEMBER 31, 2024
PTR No. 8649295/January 2, 2024
ROLL No. 22908
IBP LIFETIME RES. NO. 02892
MCLE COMPLIANCE NO. VII-0016975

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NICANOR M. DOCELIO
Senior Account Executive,
DAPCC-FMSO