



Republic of the Philippines  
Province of Sorsogon  
**CITY OF SORSOGON**



*Office of the Sangguniang Panlungsod*

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION VIA ZOOM TELECONFERENCING OF THE SEVENTH CITY COUNCIL HELD AT THE OFFICE OF THE SECRETARY TO THE SANGGUNIANG PANLUNGSOD ON AUGUST 10, 2021.

**PRESENT:**

**MARK ERIC C. DIONEDA**  
City Vice Mayor Presiding Officer

**BACON DISTRICT**

Hon. Jo Abegail C. Dioneda  
Hon. Melchor P. Atutubo  
Hon. Hilario D. Dioneda  
Hon. Danilo A. Deladia

**EAST DISTRICT**

Hon. Ralph Walter R. Lubiano  
Hon. Mary Ellen D. Jamisola  
Hon. Franco Eric O. Ravanilla  
Hon. Joven Francis J. Laura

**WEST DISTRICT**

Hon. Nestor J. Baldon  
Hon. Erwin J. Duana  
Hon. Fernando David H. Duran, III  
Hon. Rebecca D. Aquino

**EX-OFFICIO MEMBERS**

Hon. Ma. Teresa D. Perdigon  
Hon. Lorenz S. Abenion

**ABSENT: NONE**

*City Ordinance No. 18, Series of 2021*

(Hon. Ralph Walter R. Lubiano)

**AN ORDINANCE PRESCRIBING GUIDELINES, IMPOSING FEES AND CHARGES IN THE RENTAL OF FIXED STALLS INSIDE THE BUILDING FRONTING GOODLUCK COMMERCIAL PREVIOUSLY UNDER BUILD OPERATE TRANSFER SCHEME AND IMPOSING PENALTIES FOR VIOLATION THEREOF.**

**BE IT ORDAINED BY THE 7<sup>TH</sup> CITY COUNCIL OF SORSOGON IN SESSION ASSEMBLED THAT:**

**SECTION 1. SHORT TITLE.** *This ordinance shall be known as the "FIXED STALL RENTAL UNDER BUILT OPERATE TRANSFER SCHEME ORDINANCE OF 2021"*

**SECTION 2. SCOPE AND LIMITATION.** *This ordinance shall specifically cover the imposition of fees and charges in the rental of Fixed Stalls inside the Building fronting Goodluck Commercial Center wherein possession of the said property was initiated by City Government of Sorsogon in consonance with the Built Operate Transfer Scheme entered into by the former Municipality of Sorsogon and LKY Group of Companies;*

### **SECTION 3. STALL RENTAL FEES**

For purposes of this ordinance, a ten percent (10%) discount of the rate being imposed by LKY Group of Companies shall be imposed upon tenants of the LKY of the said property.

In addition thereof, the ten percent (10%) discount shall be reflected in the Contract of lease to be entered into by and between the City Government of Sorsogon represented by the local chief executive and the tenants thereof.

Monthly Rental Fees shall be payable on the last week on each month without need of further demand, to be paid at the office of the Sorsogon City Treasurer's Office, City Hall Building, Diversion Road, Cabid-an, Sorsogon City;

### **TERMS AND CONDITIONS OF LEASE COVERING FIXED STALLS**

**SECTION 4. PURPOSES:** It shall be the duty of the Lessee to secure all the necessary permits and licenses to engage in and for the continued operation of the business. For this reason, should the LESSEE be unable to continue with his business, the leased premises may not be used for any other purpose or business without the express consent of the Lessor. It is further agreed that the premises hereby leased shall be used exclusively by the LESSEE for the operation of their business establishment and shall not be diverted to any other use. Any violation thereof shall be a ground for automatic rescission of this agreement without any court order with forfeiture of any deposits and advance rentals that the Lessee may have given to the Lessor.

**SECTION 5. TERM OF LEASE:** The term of lease shall commence on the date of the execution of the Lease Contract and to expire two years thereafter, renewable for another two (2) years only upon mutual consent of the parties and under such terms and conditions as may be agreed upon by the parties and with written notice of Lessee at least seven (7) days from expiration of the term. During the period of this agreement, the LESSEE has the right to recover his investment made.

**SECTION 6. DEPOSIT:** That the LESSEE shall deposit to the LESSOR upon signing of this contract and prior to move-in an amount equivalent to the rent for THREE MONTHS computed according to the area occupied, Philippine Currency. It is further agreed that the two (2) months deposit shall be applied as rent for the last two (2) months of occupancy and the remaining one (1) month deposit shall answer for any damages and unpaid obligations that the Lessee may have incurred during the effectivity of the lease agreement;

**SECTION 7. DEFAULT PAYMENT:** It is hereby understood that should the LESSEE defaulted in payment of the monthly rentals due on the leased stall for at least three (3) consecutive months, the LESSOR has the right to immediately take possession of the leased premises by padlocking it and to demand the removal of any personal belongings of the LESSEE within the leased premises and to open the same for lease to other person interested. It is further understood that should the LESSEE failed to pay within period herein stated, any deposit made shall likewise be forfeited in favor of the LESSOR and any Advance Rental made shall be automatically appropriated for the delinquent month without prejudice also to the right of the LESSOR to subsequently rescind the Contract of Lease.

**SECTION 9. SUB-LEASE:** The LESSEE shall not directly or indirectly sublet, allow or permit the leased premises to be occupied in whole or in part by any person, firm or corporation, neither shall the LESSEE assign its rights hereunder to any other person or entity and no right of interest thereto or therein shall be conferred on or vested in anyone by the LESSEE without the LESSOR'S

written approval. Any violation hereof shall be a ground for automatic rescission of this agreement with forfeiture of any advance rentals and deposits that the LESSEE may have made;

**SECTION 10. UTILITIES OF RENTED STALLS:** Electrical, water, phone, cable and other utilities shall be for the account of LESSEE payable as it falls due; Provided that the LESSOR may demand and inspect, from time to time, proof of payment of such utilities as may be connected in the leased premises; Provided that, should LESSEE incur delinquencies for at least two months, LESSOR shall have the option to terminate the lease and/or cause the disconnection of the utility with delinquent account without need of consent of LESSEE;

**SECTION 11. IMPROVEMENTS AND ALTERATIONS.** The LESSEE hereby accepts the leased premises on an "as-is, where-is" basis. The LESSEE may undertake improvements or alterations only upon securing prior written consent of the LESSOR, provided that the same is limited to architectural designs and shall not in any way modify the structure itself. Any such improvement or alteration shall pertain to the LESSOR at the termination of the lease period and cannot be removed therefrom;

**SECTION 12. FORCE MAJEURE:** If whole or any part of the leased premises shall be destroyed or damaged by fire, flood, lightning, typhoon, earthquake, storm, riot or any other unforeseen disabling cause of acts of God, as to render the leased premises during the term substantially unfit for use and occupation of the LESSEE, then this lease contract may be terminated without compensation by the LESSOR or by the LESSEE by notice in writing to the other;

**SECTION 13. LESSOR'S RIGHT OF ENTRY:** The LESSOR or its authorized agent shall after giving due notice to the LESSEE shall have the right to enter the premises in the presence of the LESSEE or its representative at any reasonable hour to examine the same or make repairs therein or for the operation and maintenance of the building or to exhibit the leased premises to prospective LESSEE, or for any other lawful purposes which it may deem necessary;

**SECTION 14. EXPIRATION OF LEASE:** At the expiration of the term of this lease or cancellation thereof, as herein provided, the LESSEE will promptly deliver to the LESSOR the leased premises with all corresponding keys and in as good and tenable condition as the same is now, ordinary wear and tear expected devoid of all occupants, movable furniture, articles and effects of any kind. Non-compliance with the terms of this clause by the LESSEE will give the LESSOR the right, at the latter's option, to refuse to accept the delivery of the premises and compel the LESSEE to pay rent therefrom at the same rate plus 10 per cent thereof as penalty until the LESSEE shall have complied with the terms hereof. The same penalty shall be imposed in case the LESSEE fails to leave the premises after the expiration of this Contract of Lease or termination for any reason whatsoever;

**SECTION 15. RENEWAL OF CONTRACT OF LEASE.** In consonance with pertinent provisions of ordinance, Right of First Refusal is hereby granted to actual Stall Holder.

**SECTION 16. JUDICIAL RELIEF:** Should any one of the parties herein be compelled to seek judicial relief against the other, the losing party shall pay an amount claimed in the complaint as attorney's fees which shall in no case be less than P50, 000.00 pesos in addition to other cost and damages which the said party may be entitled to under the law. It is further understood that should any controversy arise by reason of this agreement any dispute shall be raised only within the exclusive jurisdiction of the court in the City of Sorsogon;

**SECTION 17. This CONTRACT OF LEASE shall be valid and binding between the parties, their successors-in-interest and assigns.**

**SECTION 18. NON IMPAIEMENT CLAUSE** -All Contract of Lease entered into by and between the City Government of Sorsogon and Stall Holders with business operations inside the Building fronting Goodluck Commercial Center, Barangay Sirangan, East District, Sorsogon City shall not be impaired.

**SECTION 19. GENERAL RULE OF INTERPRETATION**- Pending approval of this ordinance, stall rental rates imposed by LKY shall prevail payable at the City treasurer's Office effective August 01, 2021.

**SECTION 20. REPEALING CLAUSE**

All ordinances, resolutions and regulations, or any part(s) thereof which are inconsistent with any provisions of this ordinance are hereby repealed or modified accordingly.

**SECTION 21. SEPARABILITY CLAUSE**

If for any reason or reasons, any part or provision of this ordinance shall be held to be unconstitutional or invalid, other parts or provision hereof which are not affected thereby shall continue to be in full force and effect.

**SECTION 22. EFFECTIVITY**

This ordinance shall take effect immediately after compliance of Section 511 of Republic Act 7160 otherwise known as the Local Government Code of 1991.

**DATE APPROVED: August 10, 2021**

**I HEREBY CERTIFY** to the correctness of the foregoing resolution and ordinance.

  
**ROYAN E. DOMASIAN**  
Secretary to the Sangguniang Panlungsod

Attested:

  
**MARK ERIC C. DIONEDA**  
City Vice Mayor/ Presiding Officer

Approved:

  
**MA. ESTER E. HAMOR**  
City Mayor