



BFP-CAR Contract No. 2021-18

CONTRACT OF LEASE OF VENUE

THIS CONTRACT MADE THIS 27th day of MAY 2021, between **POOTEN FAMILY CORPORATION** located at Asin, Nangalisan, Tuba, Benguet represented by **CONCHITA B. POOTEN** of legal age, married, Filipino Citizen with residence and postal address of Asin, Nangalisan, Tuba, Benguet duly authorized for the purpose and hereinafter called the "**SERVICE PROVIDER**" or the "**FIRST PARTY**"

And

BUREAU OF FIRE PROTECTION-CAR represented by **SR SUPT LEONIDA GUMANAB-ROSALES, MM, REGIONAL DIRECTOR**, of legal age, married, Filipino Citizen, with residence and postal address of 192 Damilian, Calumbaya, Bauang, La Union duly authorized for the purpose and hereinafter referred to as the "**LESSEE**" or the "**SECOND PARTY**"

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. IN THIS CONTRACT/AGREEMENT, words and expressions shall be construed to be the same meanings as are respectively assigned to them on the conditions of the contract hereinafter referred to, and they shall be deemed to form and read as part of this agreement.

2. That the **SERVICE PROVIDER**, a corporation organized and incorporated under the laws of the Philippines and engaged in resort-swimming pools, inns, sari-sari store, and other dry goods business located at Asin, Nangalisan, Tuba, Benguet can accommodate and meet the requirements of the program.

3. That the **LESSEE** is a government agency under the Department of the Interior and Local Government and is in need of a venue to lease.

4. That the **SERVICE PROVIDER** hereby leases unto the **LESSEE** the resort including the parking area to be utilized by the **LESSEE** as the venue for the conduct of the Basic Rescue Technique Course and that the **LESSEE** accepts the contract of lease of venue under the following terms and conditions:

4.1. **PURPOSE:** This lease of venue shall be used exclusively for a sixteen-day (16) activity by the **LESSEE**;

4.2. **TERM:**

4.2.1 The contract of lease of venue shall commence on June 07-22, 2021;

4.2.2 The lessor must ensure proper room accommodations and meals for all participants including the function hall and amenities; and

4.2.3 Both parties shall adhere to follow minimum health standard protocols such as wearing face masks, frequent handwashing, and observing physical distancing.

4.3. **CONTRACT PRICE:** The lease of venue shall be **Five Hundred Seventy-Eight Thousand Four Hundred Seventy Pesos (Php 578,470.00) PHILIPPINE CURRENCY**. Taxes shall be for the account of the **SERVICE PROVIDER** and the **LESSEE** shall be given time to process the document for payment;

CONCHITA B. POOTEN
POOTEN FAMILY CORPORATION

SR SUPT LEONIDA GUMANAB ROSALES, MM
Regional Director, BFP-CAR

Handwritten signatures and initials.

- 4.4. **CONFIRMATION OF RESERVATION:** To confirm the reservation made by the BUREAU OF FIRE PROTECTION- CORDILLERA ADMINISTRATIVE REGION, a signed copy of this contract must be signed prior to the event;
- 4.5. **BUFFER ALLOWANCE AND OVERFLOW:** The SERVICE PROVIDER must allow a 10% buffer from the minimum guaranteed number of guests stated in the terms for reasonable overflow. Charge for guests falling within in the 10% buffer allowance is the contracted price;
- 4.6. **BREACH OR DEFAULT:** Either party may pre-terminate this contract when the other party fails to perform its obligations under this contract and fails to remedy such breach within three (3) days from written notice without prejudice to any right to exercise remedies under the law or equity;
- 4.7. **INDEMNITIES:** The SERVICE PROVIDER during the period of this contract shall indemnify and hold the LESSEE harmless from any and all claims, damages, losses and liabilities which may arise from the use of the premises;
- 4.8. **INTERPRETATION:** This contract and the SERVICE CONTRACT PROVIDER's proposal are complementary in nature. In case of inconsistency between this contract and the proposal, the terms of this contract shall prevail;
- 4.9. **EFFECTIVITY:** This contract shall take effect upon the signing hereof and shall remain valid until the satisfactory completion of this contract within the current year unless otherwise pre-terminated for justifiable/ legal causes.

IN WITNESS HEREOF, the parties have caused this CONTRACT AGREEMENT to be executed the day and year first before written.



CONCHITA B. POOTEN
Authorized Representative
Pooten Family Corporation



LEONIDA GUMANAB- ROSALES, MM
SR SUPT (DSC) BFP
Regional Director

WITNESSES:

Funds Available:

Cont. # 21-020
Cont. # 21-020


NUP RACHEL B PANNER
OIC, Accounting Section


CINSP MARK ANTHONY P DANGATAN
Chief, Operation Divisions

ACKNOWLEDGEMENT

BEFORE ME, this 27 May 2021 personally appeared SR SUPT LEONIDA GUMANAB-ROSALES, MM, DSC herein referred to as the LESSEE with BFP ID No. _____ expiring on _____ and Conchita B Pooten with _____ issued on _____ herein referred to as the SERVICE PROVIDER known to me to be the same person who executed the foregoing contract and agreement and they acknowledge to me that the same is their true act and deeds for and in behalf of the party they represent.

I further certify that the forgoing instrument refers to a contract for the conduct of Basic Rescue Technique Course (BRTC) which consists of three (3) pages including this page on which this Acknowledgement is written and signed at the left side of the page hereof.

IN WITNESS WHEREOF, I have here to affix my signature and seal this 27th day of May 2021 at Baguio City, Philippines.

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B. Palay
VANESSA D. PALAY
Notary Public
Until December 31, 2021
IBP No. 733787 / 02-13-08 / Baguio City
PTR No. 42667617-15-70 / Baguio City
Roll No. 51750; May 10, 2006; Manila
MCLE No. VI-0007615; Valid until 4-14-22
N.A. 86-NC-20-R

SR SUPT LEONIDA GUMANAB ROSALES, MM
Regional Director, BFP-CAR