

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS

This **CONTRACT**, entered into in Victoria, Oriental Mindoro, Philippines between:

MINDORO STATE UNIVERSITY (MinSU), the lessor, a state university with principal address at Alcate Victoria, Oriental Mindoro herein represented by **DR. CHRISTIAN ANTHONY C. AGUTAYA**, its OIC President,

-and -

INFINITE PRINCE FOOD KIOSK, the lessee, a corporation established under Philippine law, herein represented by **ERNIE BOY C. MACAPANAS**, with residence and postal address at Calapan City, Oriental Mindoro;

States that:

it is necessary for the **Lessor** to provide Canteen Facilities for its employees and students while **INFINITE PRINCE FOOD KIOSK** is engaged in food business and hereby offered their services for running the canteen at the premises of MinSU Main Campus;

the **Lessor** leases to the **Lessee** its property (University Canteen) located at MinSU Main Campus, Alcate, Victoria subject to the following:

TERMS AND CONDITIONS

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1. **PURPOSE:** That the premises hereby leased shall be used exclusively for canteen operation purposes only and shall not be diverted to other purposes. It is hereby expressly agreed that if at anytime the premises is used for other purposes, the **Lessor** shall have the right to rescind this contract without prejudice to its other rights under the law;
 2. **TERM:** The term of lease is for twelve (12) months from 01 January 2024 to 31 December 2024. Upon expiration, this lease may be renewed under such terms and conditions as may be mutually agreed upon by both the **Lessor** and **Lessee** provided written notice of intention to renew the lease shall be served to the **Lessor** not later than ten (10) days prior to the expiration date herein agreed upon;
 3. **SURVEY AND EVALUATION:** **Lessor** shall conduct a survey and evaluate the performance of the **Lessee** on a semestral basis. The rating shall range from outstanding (the highest), very satisfactory, satisfactory to the poor (the lowest). Contract renewal is contingent upon achieving an overall rating that meets or exceeds the satisfactory rating. Failure to attain this level constitutes grounds for non-renewal;
 4. **RENTAL RATE:** The monthly rental rate for the leased premises shall be in PESO: Twenty-Five Thousand Pesos only (PhP 25,000.00), Philippine Currency payable to the **Lessor** every ___ of the month.

5. OBLIGATION OF THE LESSEE

Facility Maintenance:

- a. The **Lessee** shall maintain the cleanliness and sanitation of the canteen premises and equipment. The **Lessee** shall conduct a general and thorough cleaning of the premises and equipment at least once a month;
- b. The **Lessee** shall strictly comply with waste segregation management and waste disposal;

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- c. If all or a portion of the University Canteen is damaged by fire, explosion, flooding, or other similar causes due to the fault or negligence of the Lessee or its employees, the same will be repaired by the **Lessee** at its own expense. Provided, however, that if the **Lessee** is not able to immediately repair said damage to the detriment of the operations of the **Lessor**, **Lessor** may undertake the repair thereof subject to payment by or reimbursement of cost from the **Lessee**;
- d. The **Lessee** shall, at its own expense, be responsible for pest control in the University Canteen and Restaurant, including but not limited to the abatement of insects, rodents, vermin, and other nuisance pests. It shall take all reasonable measures to prevent the proliferation of pests, including maintaining the premises clean and orderly.

Food Requirements:

- a. Food Quality and Sanitation: The **Lessee** shall strictly maintain high standards of food quality and sanitation at all times. It shall likewise strictly maintain the cleanliness of its premises. Training on food safety will be required for the **Lessee** prior to the start of the operation;
- b. Health Qualification and Sanitation: The **Lessee** shall ensure that workers are always in good health. In this regard, the submission of medical certificates attesting to their good health shall be required every year. The following requirements must be submitted to the Office of the Director for Production and Business Operations; business name, business permit, sanitation permit, and medical laboratory results, particularly for the staff of the stall (Hepa A, Hepa B, chest X-ray result, food handler test and vaccination card.);
- c. Uniform and Name Plates of Waiters/Food Servers: All canteen personnel shall wear a clean official uniform, nameplate, hairnet, gloves, and mouth shields or face masks to be supplied by the **Lessee**. Canteen personnel must wear appropriate shoes to ensure a safe and hygienic working environment. Open-toed shoes or sandals are not allowed during operational hours;
- d. The **Lessee** is expected to provide regular healthy food and beverage services, which shall consist of quality and hygienically-prepared meals and snack items for students and employees. Beverages shall consist of all forms of non-alcoholic drinks;
- e. Food Handlers not to Touch Money: Food handlers are strictly prohibited from handling money directly. Separate designated individuals or cashiers shall be responsible for transactions involving money. This rule aims to maintain a high standard of hygiene during food preparation and serving.

Canteen Operation:

- a. The **Lessee** shall operate the University Canteen from 7:00 a.m. to 5:00 p.m. Monday to Friday. However, the operating period may be extended as required by the **Lessor's** Department/Offices, Colleges activities and events. **Lessor** shall give prior notice to the **Lessee** should such instances occur;
- b. The **Lessor** shall offer the following: (i) breakfast sets, (ii) a budget meal, (iii) at least five (5) à la carte servings;
- c. All meals offered by the **Lessee** shall comply with the following serving sizes: (i) serving size of pork, beef, chicken, fish, seafood, and vegetables shall be at least one hundred thirty (130) grams; (ii) serving size of rice at least one (1) cup equivalent to one hundred seventy (175) grams;
- d. The campus is an environment-friendly campus; therefore, Styrofoam, and single-use plastic food containers are not allowed. Reusable dishware (plates, glasses, utensils, etc.) is a must for the **Lessee**;
- e. The **Lessee** May Charge Additional fees for Take-Out Containers: The **Lessee** reserves the right to charge additional fees for take-out meals to cover the cost of providing food containers. The additional charges will be clearly communicated to customers, and the policy will be visibly displayed in the canteen;

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- f. The **Lessee** is expected to provide housekeeping services in their respective areas, including the receptacle for segregated wastes. The **Lessee** shall be responsible for disposing their segregated waste daily into the campus garbage collection system. The disposal of cooking oil must be conducted in an environmentally responsible manner. The **Lessee** shall implement proper procedures for the collection and disposal of used cooking oil, ensuring compliance with local environmental regulations. Under no circumstances should use cooking oil be poured down drains or disposed of in a way that may cause harm to the environment.
6. **FOOD ITEM/PRODUCT:** Owner of the premises are required to sell only their own unique food/dishes and beverages.
7. **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, form 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.
8. **PUBLIC UTILITIES:** The **Lessee** shall pay for its electric bill. Stalls that will necessitate electricity must request the installation of a sub meter at the university and are responsible for paying the cost of the electricity consumed.
9. **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 to which it is intended, then this lease contract may be terminated without compensation by the **Lessor** or by the **Lessee** by notice in writing to the other.
10. **LESSOR'S RIGHT OF ENTRY:** The **Lessor** or its authorized officials and agents 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 of the day to enter and view the condition of the leased property.
11. **PRE-TERMINATION OF CONTRACT:** Should the **Lessee** wish to pre-terminate this Contract of Lease for whatever reason, the **Lessee** shall notify the **Lessor** in writing at least sixty (60) calendar days in advance of the pre-termination date, and shall, simultaneous therewith, pay to The **Lessor** a pre-termination penalty in an amount equivalent to one (1) month's rental. The **Lessee** shall surrender the leased property at the termination of the lease with the improvements it has introduced to the property.
12. **VALIDITY:** This **CONTRACT OF LEASE** shall be valid and binding between the parties for a period of twelve months from 01 January 2024 to 31 December 2024 and is renewable upon mutual agreement of the parties;
13. **FAILURE TO PAY:** Should INFINITE PRINCE FOOD KIOSK fail to pay the rent in accordance with the terms mentioned above or violate from the terms of this contract, MinSU shall have the right to repossess the leased property and recover from INFINITE PRINCE FOOD KIOSK all accrued rents.

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To attest to this contract, the parties have signed it this ____ day of _____, 2024 at the Mindoro State University, Main Campus, Alcate, Victoria, Oriental Mindoro.

Sgd
DR. CHRISTIAN ANTHONY C. AGUTAYA
Lessor

Sgd
ERNIE BOY C. MACAPANAS
Lessee

Signed in the presence of:
Sgd
JONBERT M. CAOLI
Director for Student Affairs and Services

Sgd
RAMIL D. ATIENZA, Ph.D.
Director for Production and Business Operations

ACKNOWLEDGEMENT

Republic of the Philippines)
Victoria, Oriental Mindoro

BEFORE ME, a notary public commissioned in the above jurisdiction, personally appeared the following:

NAME	PRC/I.D./CTE No.	DATE	PLACE ISSUED
DR. CHRISTIAN ANTHONY C. AGUTAYA			
ERNIE BOY C. MACAPANAS			

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

This instrument consisting of three pages, including the page on which this acknowledgement is written, has been signed on each and every page thereof by the concerned parties and their witnesses, and sealed with notarial seal.

WITNESS MY HAND AND SEAL, this FEB 23 2024 of _____, 2024 at Victoria, Oriental Mindoro.

Doc. No. 146,
Page No. 37,
Book No. LXIII,
Series of 20 24,

Notary Public
Sgd
ATTY. ARISTEDES A. MARAMOT
Notary Public
Until Dec. 31, 2024 NP-22-234
PTR No. 3565882-
Victoria Or. Mindoro/01-02-2024
Roll No. 41130 / April 15, 1996
IBP No. 415498 / 01-16-2024 / Or. Mindoro
MCLE Compliance No. VII -0013433
Valid until 04-14-2025