

LEASE AGREEMENT

This CONTRACT OF LEASE is made and executed this day of June 1, 2024, by and between:

SMARTPARK SYSTEMS SOLUTIONS, INC., a corporation duly organized and existing under and by virtue of the Philippine laws with principal place of business at 2nd Floor CSJ Building 105 Aguirre St., 1229 Legaspi Village, Makati herein represented by its **President Mr. Rene Paningbatan and General Manager Mr. Reyhan Robrigado**, duly authorized by virtue of the Secretary's Certificate dated November 24, 2023, hereinafter referred to as the "**LESSOR**".

- and -

OVERSEAS WORKERS WELFARE ADMINISTRATION, a corporation duly organized and existing under and by virtue of the Philippine laws with principal place of business at 7TH St., corner FB Harrison St. Pasay City 1300, NCR, Philippines, herein represented by its **Administrator Mr. Arnaldo Ignacio**, duly authorized by virtue with Passport No. S0010164A, hereinafter referred to as the "**LESSEE**".

Collectively, the LESSOR and the LESSEE shall be referred to as "Parties".

WITNESSETH, that:

WHEREAS, the LESSOR is the lawful and registered company to manage the carpark located at the **Cultural Center of the Philippines** as evidenced by Certification by the CCP.

WHEREAS, the LESSEE hereby intends to lease out **One Hundred (100) PARKING SLOTS, one (1) Bus, two (2) Coaster** at Sunken Open Carpark to the LESSOR.

WHEREAS, the LESSEE desires to lease the LEASED PREMISES from the LESSOR and LESSOR is willing to grant to the LESSEE the use thereof by way of lease, subject to the terms and conditions contained therein.

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants of the parties, the LESSOR hereby leases the LEASED PREMISES unto the LESSEE under the following terms and conditions:

LEASE AGREEMENT

SPECIFIC LOCATION	:	SUNKEN OPEN CARPARK
APPLICANT ADMINISTRATION	:	OVERSEAS WORKERS WELFARE
ADDRESS	:	7TH St., corner FB Harrison, Pasay City 1300
PURPOSE	:	One Hundred (100) RESERVED PARKING SLOTS, One (1) Bus, and Two (2) Coaster with runway of 9m x 77.5m

TERMS & CONDITIONS

1. **PERIOD** – This lease shall commence on **June 1, 2024** and Ending at midnight of **DECEMBER 31, 2024**. This lease may be renewed upon mutual agreement by the parties and serving notice to other party of its intention to renew.
2. **CONTRACT** – The lease agreement, when signed and approved by both the LESSOR and the LESSEE.
3. **TERMINATION** – Either party may pre – terminate the lease upon giving the other party at least 30 days prior written notice. Upon termination, LESSEE shall no longer be liable to pay any rent except those that have accrued up to the effective date of termination.
4. **RENTAL FEE** – The monthly rent for the use of LEASED PARKING SLOT shall be **as provided below**. Payment should be payable to SMARTPARK SYSTEMS SOLUTIONS INC. The inclusion of reserve is One Hundred (100) Parking Slots, One (1) Bus and two (2) Coaster.

Monthly Rate	Vatable Sale	VAT 12%	CWT 5%	EWT 2%	MONTHLY RENT
P350,000.00	P312,500.00	P37,500.00	P15,625.00	P6,250.00	P328,485.00

5. **TERMS OF PAYMENT** – Monthly rental payment shall be paid either by cash or by checks issued payable to SMARTPARK SYSTEMS SOLUTIONS INC. and shall be paid within fourteen (14) days after the billing is receive.
6. **PARKING HOURS** – The LESSEE shall be entitled to the use of the **LEASED SPACE SLOTS 24/7** and shall be monitored by LESSEE's security.
7. **LIABILITY FOR LOSS OR DAMAGE** – The LESSOR shall not be liable for any damage to, or loss of, any OWWA vehicle parked at the least premises caused by its drivers or passengers, or its accessories or articles left therein except for instances when such damage or loss is due to acts or omission's amounting to negligence on the part of the LESSOR. The LESSEE shall be liable for any damages caused to the carpark or any thereof and to vehicles parked therein and any injury to the car park's personnel and other third parties due to the LESSEE's, its assigns' or their security fault or negligence while inside the carpark.

The LESSEE shall further observe the following:

- Upon entry, all vehicles must stop and get their corresponding car passes at booth entrance then surrender upon exit.
- LESSEE must submit list of drivers allowed to use the OWWA vehicles for reference of the LESSOR.
- There will be a Php 150.00 replacement fee for a lost car pass to be paid to LESSOR. The driver who lost the car pass will be verified on the list of drivers provided by the LESSEE and LESSOR will also report the incident to the LESSEE.
- Reserved slots can only be used according to the procedure that both parties agreed upon.
- In any case that the access gate entitled for OWWA is used for CCP event alternative gate will be utilized as entry point and exit point of vehicle.
- The Leased Slots shall only be used for the purpose of parking vehicles and shall not be used for any other purpose unless such use is with the expressed written consent of the LESSOR.
- No repair of vehicle is allowed in the parking premises.
- The LESSEE shall provide own housekeeping to maintain the LEASED area clean and provide submeter to be used for reading of your electricity usage (this will be requested at CCP admin). Unauthorized tapping of electricity is prohibited.
- LESSEE shall not make the reserved area as motor pool for their old



and non-functional vehicle.


- The LESSEE agrees to pay the LESSOR for whatever claims, fees and other charges as well as damages caused to the CCP properties by the LESSEE or any of its drivers or employees.
- The LESSEE guarantees to hold the LESSOR free from any and all liabilities, suits, damages or causes of action that may arise while using the reserved area except in cases which arose through the acts or omissions of the LESSOR during the existence of the Lease Agreement.


8. **SECURITY ASSIGNMENT** – The LESSEE shall provide their own security to man and secure the LEASED SLOTS perimeter and the Vehicle parked therein at all times of the day.
9. **VIOLATIONS** – The LESSEE binds itself to comply with and obey all rules and regulations, that the LESSOR may promulgate from time to time for the orderly administration of the car park, as well as for the safe and convenient movement of motor vehicles therein, including but not limited to rules and regulations on traffic safety, security, sanitation, and orderliness. The commission by any of the LESSEE's assigned personnel or permitted users of at least three (3) violations of such rules and regulations shall constitute a ground for a LESSOR to prohibit the use of parking space by such LESSEE's assigned personnel or permitted user. The LESSEE shall thereupon assign such parking space to other qualified personnel.
10. **NON – ASSIGNABILITY OF SLOTS** – The LESSEE or its assigns shall not transfer any of its rights under this Contract of Lease to any party other than LESSEE's affiliates and their assigned personnel, subject to prior written consent of the LESSOR.

IN WITNESS WHEREOF, the parties have hereunto signed these presents on the date and place first above mentioned.

**OVERSEAS WORKERS WELFARE
ADMINISTRATION**

Represented by:


MR. ARNALDO IGNACIO
ADMINISTRATOR *at home*


MR. JUAN M. PARCO, JR.
OIC, EGSD

**SMARTPARK SYSTEMS
SOLUTIONS, INC.**

Represented by:


MR. RENE PANINGBATAN
PRESIDENT


MR. REYAN ROBRIGADO
GENERAL MANAGER

Signed in the Presence of:

Certified Funds Availability:


MARIA GIEZL T. LANUZA
OIC, Accounting Division *W*

Amount: ₱ 2,450,000.00

June 01 - December 31, 2024

OBN:2024-06-592

ACKNOWLEDGMENT

Republic of the Philippines)
City of MAKATI CITY)S.S.
x-----/

BEFORE ME, a Notary Public in and for the MAKATI CITY this
JUN 20 2024 personally appeared the following:

Name	Evidence of Identity	Date/Place Issued
ARNALDO A. IGNACIO	_____	_____
RENE PANINGBATAN	_____	_____

Identified by me through their competent evidence of identity who represented to me that the signatures affixed on the foregoing instrument or document was voluntarily affixed by them for the purpose stated therein and declared to me that they executed the foregoing instrument as their free and voluntary act and deed.

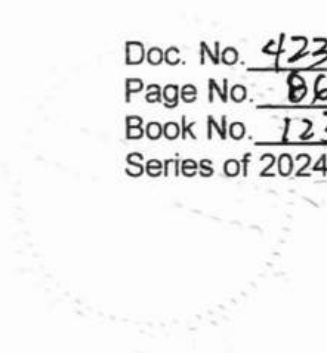
I hereby certify that this instrument consists of four (4) pages including the page this acknowledgment is written, signed by the executing parties and their instrumental witnesses in all pages and sealed with my notarial seal on the date and place above written.

NOTARY PUBLIC

ATTY. JOSHUA P. LAPUZ

Notary Public Makati City
Until Dec. 31, 2025
Appointment No. M-016-(2024-2025)
PTR No. 10073910 Jan. 2, 2024/ Makati
IBP Lifetime No. 04897 Roll No. 45790
MCLE Compliance No. VII-0016370
Valid until April 14, 2025
C/F Fedman Bldg., 199 Salcedo St.
Legaspi Village, Makati City

Doc. No. 423;
Page No. 06;
Book No. 123;
Series of 2024





NOTICE OF AWARD

17 May 2024

Mr. RENE D. PANINGBATAN
President
SMARTPARK SYSTEMS SOLUTIONS INC.
2F CSJ Bldg., 105, Aguirre St.
Legaspi Village, Makati City


Dear **Mr. Paningbatan**:

Please be informed that your bid proposal received 06 May 2024 for the **Proposal for Lease of Parking Space for OWWA Service Vehicles, Clients and Employees** as the Single Calculated and Responsive Quotation (SCRQ) for a contract price of **Two Million Four Hundred Fifty Thousand Pesos (Php2,450,000.00) or Php350,00.00 (inclusive of all taxes) per month** only, is accepted.

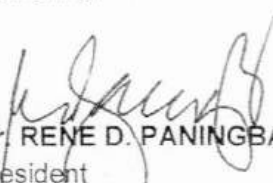
Kindly acknowledge receipt and acceptance of this Notice by signing the space provided below and submit a copy to the Procurement and Property Management Division of the Overseas Workers Welfare Administration (OWWA) at Room 301, 3rd Floor, OWWA Center Building, 7th St., corner F.B. Harrison St., Pasay City.

Thank you.

Very truly yours,


ARNALDO A. IGNACIO
Administrator

Conforme:


Mr. RENE D. PANINGBATAN
President
SMARTPARK SYSTEMS SOLUTIONS INC.
Date: 5/22/2024



NOTICE TO PROCEED

MAY 23 2024

Mr. RENE D. PANINGBATAN
President
SMARTPARK SYSTEMS SOLUTIONS INC.
2F CSJ Bldg., 105, Aguirre St.
Legaspi Village, Makati City

Dear Mr. Paningbatan:

The attached Contract Agreement having been approved, notice is hereby given to **SMARTPARK SYSTEMS SOLUTIONS INC.** that the Lease of Parking Space for OWWA Service Vehicles, Clients and Employees may commence effective **June 2024 to December 2024** upon the receipt of this notice.

Relative thereto, your company's performance is being evaluated by the Procurement and Property Management Division (PPMD) and/or End-User.


Please acknowledge receipt and acceptance of this Notice by signing the space provided below and submit a copy to the PPMD of the Overseas Workers Welfare Administration (OWWA) at Room 301, 3rd Floor, OWWA Center Building, 7th St., corner F.B. Harrison St., Pasay City.

Thank you.

Very truly yours,


ARNALDO A. IGNACIO
Administrator

I acknowledge receipt of this Notice on June 20, 2024


Mr. RENE D. PANINGBATAN
President
SMARTPARK SYSTEMS SOLUTIONS INC.