

RENTAL SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into this 2nd day of MAY, 2017 at Pasay City, Philippines by and between:

The **OVERSEAS WORKERS WELFARE ADMINISTRATION (OWWA)**, a government agency duly organized and existing by virtue of laws of the Republic of the Philippines, with principal address at OWWA Center, F.B. Harrison St., corner 7th St., Pasay City represented herein by its Administrator, **HON. HANS LEO J. CACDAC** hereinafter called "OWWA".

-and-

The **E-COPY CORPORATION**, a duly organized and existing under and by virtue of the laws of the Philippines with principal address at 65 Sen. Gil Puyat Ave. Palanan, Makati City represented herein by its Senior Account Representative, **Mr. RODRIGO J. ILAGAN**, hereinafter called "OWNER".

WITNESSETH: That-

WHEREAS, **OWWA** is in need of a supplier to provide for the rental of Thirteen (13) heavy duty monochrome photocopying machines and Two (2) Color Copying Machine at OWWA Center Building at the above-mentioned address and has awarded this contract to the **OWNER** being the lowest offered cost per copy as reflected in the abstract of canvass to provide the same to the **OWWA**, subject to the terms and conditions contained therein;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree to enter into this CONTRACT (hereinafter referred as the "**CONTRACT**") as follows:

1. RENTAL SERVICE CHARGES

The OWWA obligates and binds to pay the OWNER rental service charges as follows:

Straight Rate

B/W Copies Rate : Php 0.556 cents per black copy

Color Copies Rate : Php 7.49 cents per color copy

Contract Amount : Php 540,000.00 for 9 months

VAT inclusive

No Minimum Copy Volume Requirement per month for the

Thirteen (13) heavy duty monochrome photocopying units & Two (2) heavy duty color photocopying units

The OWNER shall supply 13 units Sharp MX-3501N Digital MFP Series monochrome copiers and 2 units Sharp AR-M450/455/451 Series Network MFP color copiers

2. CALCULATION OF CHARGES

a. Rental services Charges are computed from the date of Installation and acceptance of the E-Copy machine/s as evidenced by the Delivery Receipt Form signed by the OWWA upon installation and acceptance with all the necessary consumables and accessories.

b. The OWWA's and OWNER's representatives shall in each month on the date of closing shown on the meter reading card, enter the meter reading for the month in the card and certify thereunto.

c. Unit Copy Charge is based on the number of net copies reported monthly on the meter reading card.

3. OWWA will be allowed copy spoilage of 1% percent of gross copies per month.

4. PAYMENT OF ACCOUNT

All account shall be payable monthly to the OWNER, within 15 days from the OWWA's receipt of the invoice as indicated therein. Acknowledgement of the receipt of consumables by the OWWA's authorized representative is sufficient to establish OWNER's claim in place of the OWWA's Purchase Order.

5. Upon termination of this RENTAL SERVICE AGREEMENT, all unpaid obligation of the OWWA to the OWNER shall thereupon become immediately due and demandable. It is expressly agreed herein that all actions arising out of this agreement or in connection with the chattel made subject thereof may, at the option of the OWNER, be brought in and submitted to the jurisdiction of the proper courts in the City of Pasay.

6. The E-Copy machine/s including all its accessories shall remain the property of the OWNER and OWWA undertakes not to claim ownership thereof or title thereto. The OWWA shall not make any alterations on the machine/s, nor sell, dispose, transfer, rent, pledge or mortgage, execute or otherwise deal with the E-Copy machine in any way which may be prejudicial to the right of the OWNER. In case of any violation by the third party of property rights of the OWNER, the E-Copy machine/s remain the property of the OWNER, regardless of any reason thereof, such as execution, provisional attachment, and provisional disposition of the copier/s in that event, the OWWA shall immediately inform the OWNER and OWWA shall then be subject to the instructions of the OWNER.

7. MAINTENANCE SERVICES

- a. The OWNER will make inspections and adjustments as required keeping the E-Copy machine/s in good working order.
- b. Replacement parts for the E-Copy machine/s shall be supplied and repairs effected by the OWNER without charge
- c. Servicing shall be done from 7:00 am to 7:00 pm, Mondays to Fridays and 7:00 am to 5:00 pm on other days.
- d. There will be a two (2) reserved black toner for the 13 units monochrome machines and one (1) reserved black toner for the 2 units color copy machines.

8. OWNER will train the OWWA's personnel who will be assigned to operate the E-Copy machine/s free of charge.

9. The E-Copy machines shall be installed at a place approved by the OWNER and the OWWA, and when relocating the E-Copy machine, OWWA shall communicate beforehand with the OWNER who shall carry out the relocation; all expenses for such relocation shall be borne out and paid for by OWWA. Should OWWA opt to transport the machine themselves, it is understood that OWWA shall be liable for the damage or loss of the machine including the parts, consumables and accessories therein.

10. OWWA shall take care of the E-Copy machine/s and shall not allow unauthorized persons to operate it.

11. The OWNER shall assist in the networking (LAN) connections of the machines as may be required by OWWA.

12. This agreement shall commence upon installation of said equipment at the location set forth by the USER, and shall be for the term of nine (9) months for the period of 01 April to 31 December 2017. Any renewal or extension shall be by mutual consent of the parties.

13. The PARTIES may terminate this agreement upon 30 days prior notice, in the following cases:

- a. When OWWA fails or delays payment as provided for in Clause 4 hereof.
- b. When any of the PARTIES violates any provision of this agreement.

Upon cancellation or termination of this RENTAL SERVICE AGREEMENT as herein provided, the USER shall allow return of the E-Copy machine/s and its accessories to the OWNER immediately without need of demand from the OWNER.

14. The OWNER shall pay taxes in full and on time and that failure to do so will entitle OWWA to suspend payments due to the OWNER.
15. If any condition or provision of this agreement is held invalid or declared to be contrary to law, the validity of the other conditions or provisions shall not be affected thereby.
16. OWNER reserves the right to assign and/or discount with any financial institution its receivables under this contract without prejudice to the right of the OWWA.

IN WITNESS, HEREOF, the PARTIES, hereto, set their hands on this _____ day of _____, 2017 at Pasay City.


**OVERSEAS WORKERS
WELFARE ADMINISTRATION**

By



HANS LEO J. CACDAC
Administrator

E-COPY CORPORATION

By

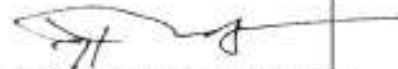

RODRIGO J. ILAGAN
Senior Account Representative

Signed in the Presence of:


TORIBIO L. ROBLES, JR.
Witness


RODRIGO J. ILAGAN
Witness

CERTIFIED FUNDS AVAILABLE:


HERMINIGILDO D. MENDOZA
OIC, Accounting Division

₱ 540,000.00 (April - Dec 2017)
1-28 2-21.7 3-1.6
3/17/2017

20:703107E

ACKNOWLEDGEMENT

Republic of the Philippines)
City of MAKATI) S.S.

BEFORE ME, a Notary Public for in the City of MAKATI, this MAY 02 2017 day of _____, 2016 personally appeared, **Administrator HANS LEO J. CACDAC** representing **Overseas Workers Welfare Administration** with Residence Certificate No. _____ issued on _____ at _____ and **Mr. RODRIGO J. ILAGAN**, representing **E-COPY CORPORATION**, with Residence Certificate No. _____ issued on _____ at _____, known to me to be same persons who executed this foregoing instrument and that they acknowledge to me that the same is their own free act and voluntary deed as well as the free act and purposes therein set forth.

This instrument, consisting of four (4) pages including the page on which this acknowledgement is written, refers to an Agreement signed by the parties and their instrumental witness at page 4 and on the left hand margin of each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at MAKATI, Philippines, this _____ day of _____, 2017.
MAY 02 2017

Notary Public

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Book No. : 556
Series of 2017

Ruben T. M. Ramirez
RUBEN T. M. RAMIREZ
NOTARY PUBLIC
UNTIL DEC. 31, 2017
2709 M. AURORA ST., MAKATACITY
DEPT. NO. M-23 / 2016-2017
IBP NO. 1052359 / CY-2017/11-22-16
ROLL NO. 28537 / MCLE-4 NO. 0005324 / 6-19-12
PTR NO. MKT. 5909552 / 1-3-17 MAKATACITY

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