

TERMS and CONDITIONS of RENTAL AGREEMENT dated December 29 2022 made by and between xxx (“Owner”) and xxx (“Tenant”) and xxx (“Tenant”):

MOVE IN AND MOVE OUT TIME. The Tenant(s) shall be allowed to check in any time after 12:00 pm and check out no later than 10:00 am as stated on the Rental Agreement start and end dates.

MOVE OUT CLEANING FEES. There is a P1,000 charge for the cleaning of the unit and P550 for the grease trap. Other cost involved with the general cleaning shall be paid by the owner.

SECURITY DEPOSIT DEDUCTIONS. Security deposit requests are based on a home’s features or the timing of a reservation or simply serves as security in case something gets damage during the stay or when Tenant(s) moved out and left unsettled unpaid utility bills. The Landlord or Owner requires a security deposit of two (2) months rent. Owner agrees to have the P13,000 one month security deposit paid last August 23 2021. Security deposit cannot be used as rent.

This section of the Terms and Conditions serves as an Authorization / Agreement from the Tenant that the Landlord can hold the security deposit until the use of the property and utilities have been reviewed and paid for. Signing this section indicates that the Tenant(s) understands and agrees with the security deposit hold and release terms.

Signature _____

The authorization to hold the security deposit means that you won’t be able to access these funds until the hold is released. As long as no property damage occurs during your stay and the utility bills have been paid for, the Landlord or Owner will initiate a fund transfer to your bank account or other preferred form of payment not later than the next billing cycle of the utilities after your checkout.

The Landlord or Owner or its representative shall inspect and review the condition of the unit. If there are any damages, the Landlord or Owner will request the Bamboo Bay Property Admin to help in calculating the estimates of the damage and the repair. The actual cost of damage or repair shall be paid for by the Tenant(s) and deducted from the security.

Provided, however that the Tenant(s) has no unpaid back rentals prior to the expiration of the Rental Agreement, the security deposit shall be returned to the Tenant(s) less the unpaid back rentals, utility bills, cost of cleaning and repairs of any damage incurred within the length of stay.

The deductions to the security deposit shall be the following and other charges that may arise

- (a) Unpaid rent
- (b) Unpaid utilities
- (c) Repairs or damages to the apartment caused by negligence, carelessness, accident or abuse, including stickers, scratches, tears, burns, stains or unapproved holes
- (d) Replacement cost of the Property that was in or attached to the Property and is missing
- (e) Utilities for repairs or cleaning
- (f) Missing a key
- (g) Unreturned keys
- (h) Missing or burned out light bulbs
- (i) Removing or rekeying unauthorized security devices
- (j) Trash removal
- (k) Property cleaning
- (l) Government fines or property admin fees against Tenant violation of rules or laws
- (m) Stained bed covers, bed sheets, pillows and mattress.

Cost of property cleaning is P1,000.

Cost of missing key is P1,000.

Cost of unreturned key is P1,000.

Cost of stained bed covers, bed sheet, pillow and mattress is P2,000 or cost of replacement whichever is higher.

Signature _____

ADVANCE RENTAL. Upon execution of this lease Rental Agreement, the Tenant(s) agrees to pay in advance one (1) month rent which will be applied to the current month and shall pay the same every month thereof during the duration of stay specified in the Rental Agreement.

TERMINATION OF LEASE. The Tenant(s) shall vacate the premises at the expiration time and date specified on the Rental Agreement.

REQUEST FOR EXTENSION. Request for extension of stay should be expressed in writing four (4) weeks or a month before the move out date to prevent other guests from booking the property online on the other apps that we used. If the tenant is still in the unit three (3) days after the Rental Agreement has expired and no notice has been given by either party beforehand, it is implied that the contract has been renewed for the same Lease Period.

SHORTENED STAYS. If the Tenant(s) vacates the premises before the expiration of this Rental Agreement said to be the end date specified under the Period of Lease, the total amount of the security deposit and advance rentals shall be forfeited in favor of the Landlord or Owner. There shall be no refunds of rents due to shortened stays or ruined expectations for any reasons. You were granted the right to inspect and view the property for rent before you move in.

If in case of force majeure that the whole or any part of the leased premises shall be damaged by fire, flood, lightning, typhoon, earthquake, or any unforeseen disabling acts of God that would render the Property uninhabitable, the lease contract may be terminated by the Tenant(s) in writing. The rent for the month can be prorated and computed up to the date of the unexpected event by the Landlord or Owner including the payment of the consumed utilities such as the water and electricity and includes other utilities that were enjoyed by the Tenant(s).

Signature _____

ASSOCIATION DUES. The Rental Amount includes the Condo Dues and shall be paid by the Landlord.

AIRCON MAINTENANCE. The Aircon Maintenance of the Property shall be made every Five (5) months. The cost of the service shall be paid by the Landlord.

GREASE TRAP CLEANING. The tenant(s) is responsible for the maintenance and cleaning including the cost involved of the sink grease trap. Grease traps must be cleaned every 4 to 6 weeks or as needed.

USE OF THE PREMISES. The premises shall be used exclusively for residential purposes only and shall not in any way use the Property for any illegal or unlawful activity. The Tenant(s) is not allowed to keep materials, chemicals and other matters considered as fire hazard or nuisance to the building. The Tenant(s) is not allowed to use gas stove for cooking. The Tenant(s) is not allowed to keep any firearms inside the Property.

SMOKING. Smoking is not allowed inside the unit ("Property") to prevent trigger of the fire alarm. Smoke detectors are in placed inside the unit and designed to sense smoke. Cigarette ash not disposed properly may cause fire. Kindly avoid smoke odor that clings to the walls and bed sheets. Please do not do anything that can trigger the alarm. Any penalties or cost of damages related to the alarm triggered by the Tenant(s) shall be paid by the Tenant(s).

Signature _____

IMPROVEMENTS. The Tenant(s) is not allowed to make any alteration, structural changes or improvement in the Property without the written consent of the Landlord or Owner and the Bamboo Bay Property Admin.

Upon termination of the Lease period, the Tenant(s) shall restore the Property in its original state that exist at the commencement of the Rental Agreement. Restoration of the Lease Property Premises shall be for the exclusive account and paid for by the Tenant(s). Any improvements made and agreed by the Landlord or Owner and the Tenant(s) within the period of stay shall belong to the Landlord or Owner after the Lease Period.

UTILITIES. The Tenant(s) shall pay the cost of the utility services including but not limited to all charges for water, electricity, telephone, internet plan and other utilities used in the

Property, also includes the janitorial services and any other charges as may be imposed by the Bamboo Bay Property Admin within the period of use or duration of stay of the Tenant(s).

Signature _____

The Tenant(s) shall pay the utilities electric and water bills to the Property Admin every month not more than a day from due date. The internet and other bills (if any) under the name of the Landlord or owner shall be paid to the Landlord or Owner on due date for easy monitoring.

Official invoices or screenshots of online payments of the utilities bill paid on time on due date shall be emailed to xxx email for monitoring.

The Tenant(s) shall pay the utilities electric, water, and internet bills consumed upon termination of this contract or on Move Out date.

Signature _____

MINOR REPAIRS. Minor repairs like faucet, water leaks and changing of light bulbs made in the Property during the duration of the Lease shall be paid by the Tenant(s) except for those areas of the unit that were damaged due to the unforeseen events such as typhoon. The Tenant(s) shall notify the Landlord or Owner before making any minor repair.

Repairs from any damages caused to the Property due to the fault, misuse, carelessness, and negligence of the Tenant(s) shall be paid by the Tenant. Should the Tenant(s) fail to make the necessary and appropriate repairs within 7 days from demand, the Landlord or Owner shall undertake the needed repairs with the coordination of the Property Management and shall charge the costs thereof to the Tenant(s).

Signature _____

INSPECTION. To ensure the Property is being maintained in good and tenantable conditions, the Landlord or Owner or its agent, sales person, representative is hereby given the right after due notice to the Tenant(s), to enter and inspect any part of the leased premises during reasonable hours or agreed hours and as the occasion might require.

CONDITION OF THE PREMISES. The Tenant(s) hereby acknowledges to have received the Property, fixtures, and furniture as is in a clean, safe and good working condition. The Tenant(s) agrees to clean and use customary diligence in maintaining the Property and not damaging or littering the common areas. The trash shall be thrown at least every two days max. List of the Inventory of Furniture is found at the end of the Terms and Conditions. A video inventory done at the presence of the representative of the owner and of the tenant is acceptable.

Signature _____

SUBLEASE AND ASSIGNMENT. The Tenant(s) is not allowed to lease the unit to a third party. Sub-letting of the Property or any portion or space therein is prohibited. The Tenant(s) agrees to vacate the Property whenever the Landlord or Owner finds out the breach of contract and the security deposit is forfeited in favor of the Landlord or Owner. This lease Rental Agreement or any leasehold rights or interest therein cannot be assigned by the Tenant.

Signature _____

AUTHORIZED PERSONS TO STAY. The authorized persons to stay in the unit for the agreed period of lease or rental period is only the person(s) stated in this contract and the person(s) who signed this contract. Any addition of occupants shall be reported to the owner or unit manager or representative of the owner and also registered to the Bamboo Bay building admin. The Bamboo Bay Property Admin only allows two (2) adults and one (1) child.

Unauthorized occupants not found in the Rental Agreement who are staying with the Tenant(s) without the Landlord or Owner's written consent or permission is a valid cause of eviction due to breach of contract. In this case, the security deposit is forfeited in favor of the Landlord or Owner.

HAZARDOUS AND PROHIBITED MATERIALS. The Tenant(s) shall not keep or store in the Property any hazardous and obnoxious substance or inflammable material or substance that might constitute a fire hazard or other chemicals or prohibitive drugs in violation of the laws of the Philippines. Violation shall terminate this agreement and the deposit forfeited in favor of the Landlord or Owner. Violation shall make the Tenant(s) pay all the damages incurred related to the violation.

PETS. No pets in any form are allowed in the premises. Failure to comply or any violations thereof may lead to penalty imposed by the Bamboo Bay building administrator which shall be paid by the Tenant(s). Any furniture or items that were damaged, stained, having a foul smell, and needed to be replaced because of the pet shall be paid by Tenant(s).

NOISE POLICY. Any and all noise must be kept to a minimum each night beginning at 9pm. In case of failure to comply or violation of the policy, the Bamboo Bay building administrator may impose a penalty which shall be paid by the Tenant(s). The Tenant(s) shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenant(s) shall not create noise or disturbances likely to disturb or annoy the surrounding property owners.

INSURANCE. The Tenant(s) and Tenants' Guests shall hereby indemnify and hold harmless the Landlord or Owner against any and all claims of personal injury or property damage or loss arising from the use of the premises regardless of the nature of the accident, injury or loss. Tenant(s) expressly recognized that any insurance for property damage or loss which the Landlord or Owner may maintain on the property does not cover the personal items or belongings of the Tenant(s), and that the Tenant(s) should purchase their own insurance if such coverage is desired.

Signature _____

PENALTY FOR LATE PAYMENT. The Tenant(s) shall pay a 2% interest of the unpaid amount each month if the rent is not paid within three (3) days grace period from due date.

The Tenant(s) shall pay a 5% interest of the unpaid amount of the utility bills such as electricity, water, internet plan and cable TV if not paid on due date.

Signature _____

UNPAID OBLIGATIONS. In case of failure of the Tenant(s) to pay or settle any due and unpaid obligations as provided for in this contract, the Tenant(s) hereby authorizes the Landlord or Owner the exclusive right to disconnect the utilities such as the light, water, cable, or internet in the lease premises without need of further notice to the Tenant(s). The Landlord or the Owner and the Property Admin of Bamboo Bay has the right to cut off utilities (electric and water) if not paid within seven (7) days from date of billing. Please settle your utility bills on or before due date.

Signature _____

Moreover, by way of a security or to secure the payment of any of the unpaid obligations of the Tenant(s), the Tenant(s) further consents and authorizes the Landlord or Owner to retain possession of any belongings as agreed or found in the Property equivalent to the value of the unpaid obligations of the Tenant.

If not paid within thirty (30) days, the Tenant(s) gives the Landlord or Owner full rights to sell the belongings as payment to the unpaid obligations. For purposes of selling the aforesaid properties, the Tenant(s) hereby irrevocably appoint the Landlord or Owner as its Attorney in Fact to sell and dispose of any aforesaid belongings and receive the proceeds of the sale. The Tenant(s) agrees to make the sale either private or public. The proceeds of the sale shall be applied to the unpaid obligations of the Tenant(s).

If the sale proceeds proved to be inadequate to fully settle the unpaid obligations, the Tenant(s) shall remain liable to the Landlord or Owner for the difference.

Signature _____

HOUSE RULES. The Tenant(s) shall faithfully comply with and abide by the House Rules promulgated, updated or revised by the Bamboo Bay Property Admin plus the instructions or rules as stated in this Rental Agreement Terms and Conditions provided by the Landlord or Owner. The House Rules shall form an integral part of this Rental Agreement such that any violation thereof will constitute a breach of this Rental Agreement. Breach of the Rental Agreement may lead to the immediate termination of this Rental Agreement and the security deposit will be forfeited in favor of the Landlord or Owner.

Signature _____

MOVE OUT UTILITY BILLS PAYMENT. Please have the Property Admin assist you in getting your electric and water meter readings including the computation of the utility bills. Pay your electric and water utility bills directly to the Property Admin on move out date. Kindly pay the internet and the other bills directly to the owner. Amount to be paid for the internet regardless of the number of days used within the month of move out date shall still be one (1) month. Tenant(s) cannot use the security deposit in paying their utility bills even on date of move out.

Signature _____

ABANDONMENT. The Tenant(s) is said to abandon the Property when any of the following has occurred

- (a) All occupants appear to have moved out from the apartment in the Landlord's reasonable judgement.
- (b) Clothes, furniture and personal belongings have been substantially removed in the Landlord's reasonable judgement.
- (c) The Tenant has been in default in payment of rent for five (5) consecutive days from due date.
- (d) The water or electric and other utility bills for the Property has been terminated.
- (e) The Tenant has not responded for two (2) days to the Landlord's notice left on the inside of the main entry door stating that the Landlord considers the apartment abandoned.

Signature _____

REMEDIES FOR BREACH. If the Tenant(s) violates any of the Terms and Conditions of this lease Rental Agreement, the Landlord or Owner may, in addition to any other remedies or recourse prescribed by law, pursue any or all of the following remedies

- (a) To terminate this Rental Agreement without the need of any prior notice, demand or judicial declaration.
- (b) To immediately repossess the Property without the necessity of instituting any judicial or court action. In this connection, the Tenant(s) hereby names, constitutes and appoints the Landlord or Owner and its authorized agents, employees or representatives, as its Attorney In Fact, with full power and authority to open, break open, padlock, enter, occupy, secure, the Property to clean up, make repairs in and relet the Property, remove the Tenant(s) belongings left in the Property and to take such other steps and employ such other means to enable the Landlord to take full and complete physical possession and control of the Property, barring the Tenant(s) from entering the Property.
- (c) The Tenant(s) hereby expressly stipulates and agrees that any or all acts done or performed by the Landlord or Owner, its authorized agents, employees or representatives under the preceding provision may not be the subject of any petition for a temporary restraining order or writ of preliminary injunction or mandatory injunction in court, and that the Landlord and / or its authorized agents, employees, or representatives will be free and harmless from any civil and / or criminal liability or responsibility thereof.
- (d) To suspend or disconnect the electric and / or water supply and other utility services to the Property by whatever means without incurring any civil and / or criminal liability for the same.

Signature _____

RETURN OF THE PROPERTY. Upon the expiration of the Lease period, or upon the termination of the Rental Agreement, the Tenant(s) shall immediately and peacefully return to the Landlord or Owner the possession of the Property in as good, clean, sanitary and tenantable condition as when the Tenant(s) received it from the Landlord or Owner.

FORTUITOUS EVENTS. Fortuitous events are unforeseen events that occur by chance or accident from either natural or manmade forces over which neither the Landlord or the Tenant has no control. This means that having a brownout or no water in the entire building is not under the control of the Landlord or Owner and is in no way would be able to comply the provision in a normal manner.

If the Tenant(s) prefers to stay a night at any hotel or pay water supplier outside with what is normally provided, the Landlord cannot be held liable and cannot be made to pay for the expenses incurred by any choice or decision made impromptu by the Tenant(s).

The Tenant(s) agrees not to hold the Landlord or Owner liable for any indirect, incidental, special, consequential or punitive damages or any loss of profits or revenues, whether incurred directly or indirectly, or any intangible losses resulting from the fortuitous event.

It is understood that the Tenant(s) shall be liable for all obligations written under the terms and conditions of this lease Rental Agreement. The Tenant(s) can only preterminate the contract if the condominium unit for rent or Property rented is rendered uninhabitable by fortuitous event as determined jointly by the Landlord or Owner and Tenant(s) or hired building inspector.

Signature _____

PRIVACY AND LIBEL. The Tenant(s) agrees not to made public any events or discussions that may have occurred between the Tenant(s) and Landlord or Owner including the representative of the Landlord or Owner in any forms of social media publications or social platforms, whether made as a public post or chat. This includes the use of related images, videos and any defamatory, offensive or illegal conduct in any platform or publication.

The Tenant shall respect the privacy of the Landlord or Owner including the representative of the Landlord or Owner and agrees to pay all legal fees including penalties and attorney's fees as a result of the public defamation or libel which is often done without due process of law and results to ruin the reputation of the Landlord or Owner or agents or sales persons.

Signature _____

THE TERMS AND CONDITIONS specified and listed above is for the Rental Agreement dated **December 29 2022** and includes any request for extensions associated with the agreement.

BETWEEN the parties described as the Landlord or Owner and the Tenant(s) respectively in the Rental Agreement, the Tenant(s) agree with the above Terms and Conditions

Signature

Date

Name:

Permanent Address:

Cellphone:

Email:

Signature

Date

Name:

Permanent Address:

Cellphone:

Email:

Landlord:

Name xxx

Date

Signed in the Presence of: xxxx name