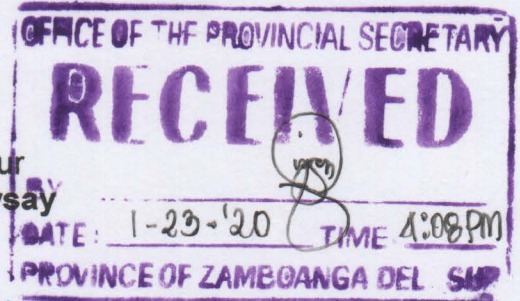




Republic of the Philippines
Region IX
Province of Zamboanga del Sur
Municipality of Ramon Magsaysay



Office of the Sanggunian Secretary

EXCERPT FROM THE MINUTES OF THE 3rd SPECIAL SESSION OF THE 10TH SANGGUNIANG BAYAN OF RAMON MAGSAYSAY, ZAMBOANGA DEL SUR, HELD AT THE SANGGUNIANG SESSION HALL ON NOVEMBER 22, 2019.

Officers/Members:	Designation	Present	Absent	Remark
Hon. MARGIE ARCITE-MACHON	Municipal Vice Mayor, Presiding	/		
Hon. VERGINITA A. GONZALES	SB Member	/		
Hon. JOHN PAUL C. HONTIVEROS	SB Member	/		
Hon. NECASTER N. JAVIER	SB Member	/		
Hon. CHANDEL RAY N. ENTIENZA	SB Member	/		
Hon. LOLITO O. ARIAS	SB Member	/		
Hon. ANSELMO D. SACASAN, JR.	SB Member	/		
Hon. NIEVES A. CABASAG	SB Member	/		
Hon. CELSO C. CUYOS	SB Member	/		
Hon. CHED LOUI D. ARCITE	Liga President	/		
Hon. JADE MICHAEL M. MENDOZA	SK Fed. President		X	OB
Hon. FELIMON G. OYAG	IPMR	/		

MUNICIPAL ORDINANCE NO. 01-2019
(Authored by the Committee on Tourism)
Chairman : Hon. John Paul C. Hontiveros
Members : Hon. Verginita A. Gonzales
Hon. Nieves A. Cabasag
Hon. Felimon G. Oyag

AN ORDINANCE ESTABLISHING THE PARADISE PANORAMIC VIEW AND INFINITY POOL AND REGULATING THE USE AND OPERATION THEREOF.

WHEREAS, in 2019, the Municipal Government of Ramon Magsaysay has established the Paradise Panoramic View and Infinity Pool that will serve as a tourist destination, recreational avenue, social and cultural event venue, not only for the benefit of the residents of the Municipality of Ramon Magsaysay, but for the entire Philippines as well;

WHEREAS, the Municipality of Ramon Magsaysay is committed in fully promoting and upgrading tourism potentials and aesthetics of the municipality, thus it has adopted a systematic program and vigorous implementation of its various infrastructure projects and programs;

WHEREAS, The Paradise Panoramic View and Infinity Pool is a state of the art facility which consists of two (2) Adult Pools, one (1) Infinity Pool, one (1) Jacuzzi, one (1) Children's Pool, three (3) Viewing Decks, one (1) Multi-Purpose Hall, one (1) Sunken Bar, one (1) large cottage, nine (9) medium cottages, thirty (30) small cottages, five (5) indoor stalls, one (1) outdoor bar, one (1) souvenir shop, one (1) canteen, and still to add other amenities, and a parking area;

WHEREAS, Section 3(d) of Republic Act No. 7160 otherwise known as Local Government Code of 1991 states that the local government has the power to create and broaden their own sources of revenues and the right to a just share in national taxes and an equitable share in proceeds of utilization and development of the national wealth within their respective areas;

WHEREAS, prescribing the rate in the utilization of certain facilities/equipment located inside the "Paradise Panoramic View and Infinity Pool" is incidental to its operation, to cover the maintenance cost of the said facilities and equipment among others and to further ensure its undisrupted operation and service to the residents of the Municipality of Ramon Magsaysay;

[Handwritten signatures and initials at the bottom of the page, including names like 'John Paul C. Hontiveros', 'Verginita A. Gonzales', 'Nieves A. Cabasag', 'Felimon G. Oyag', and others.]

NOW, THEREFORE,

BE IT ORDAINED, AS IT IS HEREBY ORDAINED by the Sangguniang Bayan of Ramon Magsaysay, in session assembled:

TITLE 1. GENERAL PROVISIONS

SECTION 1. Title. For purpose and identity of this act, the ordinance establishing the Paradise Panoramic View and Infinity Pool and regulating the use and operation of the same shall be treated and simply known as **"AN ORDINANCE REGULATING THE USE AND OPERATION OF PARADISE PANORAMIC VIEW AND INFINITY POOL"** also known as **"PANORAMIC PARADISE RESORT"**, in Ramon Magsaysay, Zamboanga Del Sur.

SECTION 2. Scope. This ordinance shall cover administration, use and collection of fees and charges for the use of the Paradise Panoramic View and Infinity Pool.

SECTION 3. Definition of Terms- As used in this Ordinance, the following words and phrases shall mean as follows:

- a. **Infinity Pool-** is a swimming pool with a wide view of the surroundings, specifically towards the direction of the neighboring Municipality of Molave and the famous Mount Malindang.
- b. **Sunken Bar-** is a counter that is lying in a depression to the pool in which alcoholic drinks and refreshments are served.
- c. **Viewing Deck-** is an elevated viewing platform usually situated on a tall architectural structure.
- d. **Large Cottage-** is a simple structure with tables and chairs located near the pool area, which can accommodate 20-30 people.
- e. **Medium Cottage-** is a simple structure with tables and chairs located near the pool area, which can accommodate 10-15 people.
- f. **Small Cottage-** is a simple structure with tables and chairs located near the pool area, which can accommodate 5-10 people.
- g. **Indoor Stall-** is a stand, booth, or compartment for the sale of goods found inside the building.
- h. **Outdoor Bar-** is an outdoor space generally used for dinning or recreation.
- i. **Souvenir Shop-** is a store primarily selling souvenirs, memorabilia, and other items relating to a particular topic or theme.
- j. **Adult pool-** is a structure designed to hold water to enable swimming or other leisure activities that is intended to be used by persons aged 18 y.o and above.
- k. **Children's pool-** a shallow pool suitable for children to swim and play with proper adult supervision.
- l. **Costume Rental-** a highlight of the venue which caters visitors who wants to wear Subanen style of dress for picture taking.
- m. **MEEDO Manager-**is the head of the Municipal Economic Enterprise and Development Office of the Municipality of Ramon Magsaysay
- n. **Weekend-** is the period between the close of one work or school week and the start of the next, basically refers to Saturday and Sunday.
- o. **Weekdays-** is a day of the week other than Saturday or Sunday.
- p. **Peak Season-** is the time of the year when a lot of people travel and prices are usually at their highest.

Picture

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- q. **Holidays-** is a day fixed by law or custom on which ordinary business is suspended in commemoration of some event or in honor of some persons.
- r. **Viewing Telescope-** is an instrument that is used to view distant objects.
- s. **Rooftop-** is the outside part of the roof of a building.
- t. **Lobby-** is a room providing a space out of which one or more other rooms or corridors lead, typically one near the entrance of a public building.
- u. **Videoke Machine-** is a form of entertainment popular in clubs, at parties, etc., in which individual members of the public sing along to pre-recorded instrumental versions of popular songs, the lyrics of which are displayed for the singer on a screen in time with the music.
- v. **Bao-Bao-** is a vehicle having three wheels, two at the back and one at the front.
- w. **MTO-** is an acronym for Municipal Treasurer's Office.
- x. **BAC-** is an acronym for Bidding and Awards Committee.
- y. **Checherias-** are food that you eat bit by bit, ergo food like chips and other snacks.

TITLE 2. SUPERVISION, ADMINISTRATION & ENFORCEMENT OF RULES AND REGULATIONS

SECTION 4. Administrative Provision. The Office of the Municipal Mayor shall be in charge in the administration and operation of the buildings, structures and facilities located within the "Panoramic Paradise Resort". A **Resort Manager** shall be designated, with the following duties and responsibilities:

- a. Shall oversee the general operation of the infinity pool and viewing deck including but not limited to the electrical and engineering operations, repair and maintenance of the utilities, and the manpower needed to operate the "Panoramic Paradise Resort".
- b. Receive, assess and move approval of applications for the use of any of the facility of the "Panoramic Paradise Resort".
- c. Inspect and monitor the physical condition, general upkeep and cleanliness of all the buildings, surroundings and facilities located in the "Panoramic Paradise Resort".
- d. Ensure judicious usage of all facilities of the Paradise Panoramic View and Infinity Pool including the electricity, water and other available resources therein.
- e. Determine the number of manpower needed for the operation and maintenance of the Paradise Panoramic View and Infinity Pool.
- f. Formulate and recommend to the Local Chief Executive any policies, rules and regulations to be implemented in the use of any facilities within the "Panoramic Paradise Resort".

SECTION 5. Use and Function. The "Panoramic Paradise Resort" and its facilities shall be used solely for its purpose.

TITLE 3. POOL AND VIEWING DECK RULES AND REGULATIONS

SECTION 6. House Rules. The patron, organizers or sponsors entering the premises shall observe the following House Rules and regulations when using the "Panoramic Paradise Resort" and its facilities.

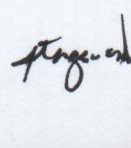
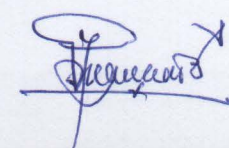
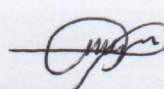

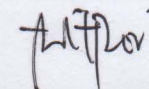
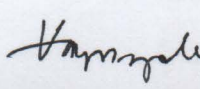
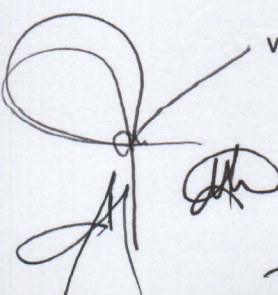
- a. Bringing any kind of drink outside "Panoramic Paradise Resort" is prohibited.
- b. Persons under the influence of alcohol or drugs will not be permitted to enter the "Panoramic Paradise Resort" premises.
- c. Employees are the only persons allowed in the guard room, filter room, mechanical room, storage room and offices.

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- d. The "Panoramic Paradise Resort" must be kept clean at all times during and immediately after the activity. After the activity, the organizer must remove posters and signs, and clear the stage of any props and other materials used.
- e. No vendor shall be allowed to conduct business inside the premises of the "Panoramic Paradise Resort" complex.
- f. Carrying of fire arms, explosives and any deadly weapon is strictly prohibited; such will be deposited at the front desk excluding men in uniforms that are on duty.
- g. Spitting on floors and indiscriminate throwing of waste materials or objects are also prohibited.
- h. Secure the assistance of proper authorities to maintain peace and order inside and outside the "Panoramic Paradise Resort". Any untoward incident causing injury and damage to person and property due to negligence shall be the responsibility of the organizer or sponsor.
- i. Any person or group that is considered a threat to other guests will be ushered outside the premises of the "Panoramic Paradise Resort".
- j. The Management of Panoramic Paradise Resort will not be held liable to any untoward incident resulting from failure of the observance of the house rules and pool rules.
- k. The organizer or sponsor along with the Resort Manager shall inspect the complex before and after the event for any damages. If such damage occurs after the event, such as, but not limited to; flooring, stage, walls, chairs, tables, comfort rooms, and facilities provided inside the "Panoramic Paradise Resort", the organizer or sponsor shall be liable and shall be subject to appropriate charges as replacement or repair to such damage.
- l. Pets are permitted only at the function hall, viewing decks and cottages provided that the owners take full responsibility of the pets.
- m. No Smoking inside the premises of the "Panoramic Paradise Resort".

SECTION 7. Pool Rules. Rules and regulations have been established for the benefit of all users of the Swimming Pools to assure the safe operation of the pool facilities and to provide enjoyable recreation for all. Patrons are requested to cooperate in observing these rules and to obey the instructions of the staff. Those found violating swimming rules are subject to the revocation of their swimming privileges and penalties.

- n. Pool hours will start form 7am-10pm, Monday-Sunday.
- o. No one is allowed in the swimming area unless the pool is officially open and a lifeguard is on duty.
- p. All patrons within the pool must wear the prescribed swimwear.
- q. No diving into the pool.
- r. Children 10 years of age and below, entering the pool must be accompanied and cared for at pool side by a responsible person.
- s. Food is not allowed; drinks are permitted if only served from the sunken bar. (drinks that does not stain the water in the pool).
- t. Pets are not permitted in the pool area.
- u. Spitting, Vomiting, Urinating, and Defecating in the pool is strictly prohibited
- v. Any violators of Section 7 will be sanctioned by the following penalties:
 - Bringing of food inside the pool area----- P 500.00
 - Brining of drinks not form the sunken bar----- P 500.00
 - Bringing of pets inside the pool area----- P 300.00
 - Spitting in the pool-----P1,000.00
 - Vomiting and defecating in the pool----- P 2,500.00



TITLE 4. SAFETY MEASURES

SECTION 8. Pool Signs and Warnings. Adequate signs and warnings should be visibly placed near the pool side to remind patrons of the rules.

- a. **"CHILDREN SHOULD NOT USE POOL WITHOUT ADULT SUPERVISION"** must be placed near the pool area.
- b. **"NO DIVING"** along with an **international warning symbol** for no diving in letters at least three inches (3") in height must be placed near elevated decks at the pool area.
- c. Pool rules must be posted near the pool area with clearly legible letters.
- d. A picture of prescribed and not prescribed swim wears should be displayed near the pool to give the patrons an idea of the proper swimming attire while using the pool.

SECTION 9. Safety and Security Personnel. – Security staff and lifeguards should be visible at the premises of the Paradise Panoramic View and Infinity Pool during operation hours.

- a. Security Staff- a security staff should be on duty at the premises of "Panoramic Paradise Resort" at all times, to ensure the safety of the guest.
- b. Lifeguard- a trained lifeguard should be on duty before the pool is opened for public use. No person should be allowed to use the pool without the lifeguard on duty.

TITLE 5. COLLECTION, ASSESSMENT AND PAYMENT OF POOL AND VIEW DECK FACILITIES, STALL RENTALS AND OTHER FEES

SECTION 10. Permits and Payments. Before processing the permit to use any facility of the "Panoramic Paradise Resort", there shall be fees collected, except in emergency cases, the following fees and charges from the individuals, groups, associations, and other entities who wish to avail of the use.

SECTION 11. Imposition of Fees. There shall be collected the following fees and other charges for the use of the facilities thereof to wit:

PANORAMIC PARADISE RESORT FEES AND CHARGES:

a. ENTRANCE FEE & POOL USE

- | | |
|--------------------------------------|---------|
| 1. CHILDREN BELOW 3ft in height----- | FREE |
| 2. CHILDREN (10 y.o below)----- | P 30.00 |
| 3. ADULT (11 Y.O ABOVE)----- | 50.00 |
| 4. SENIOR CITIZENS & PWD----- | 40.00 |

b. COTTAGE (WEEKEND, HOLIDAYS AND PEAK SEASON)

- | | |
|------------------------|--------------|
| 1. SMALL COTTAGE----- | P 300.00/day |
| 2. MEDIUM COTTAGE----- | 500.00/day |
| 3. LARGE COTTAGE----- | 2,500.00/day |

c. COTTAGE (WEEKDAYS)

- | | |
|------------------------|--------------|
| 1. SMALL COTTAGE----- | P 150.00/day |
| 2. MEDIUM COTTAGE----- | 250.00/day |
| 3. LARGE COTTAGE----- | 2,000.00/day |

d. FUNCTION HALL (Event and Party Venue)----- P 5,000.00/day

d.1 The venue rental excludes manpower needed during their event (ex. waiters, servers, emcee);

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d.2 Persons, Organizations, Groups and guests using the Function Hall will be exempted from the entrance fee (maximum of 200 persons, excess persons will have to pay the entrance fee).

ROOM RATE (Check-in Time: 2pm, Check-out Time: 12nn)

1. NON-AIRCON DOUBLE-----	1,000.00/night
2. DOUBLE W/ AIRCON-----	1,500.00/night
3. DOUBLE W/ AIRCON & TV-----	2,000.00/night
4. FAMILY ROOM-----	2,500.00/night
5. ADDITIONAL BED-----	150.00/use

e. FLOOR SPACE RENTAL

1. (5) INDOOR STALL[3x5m] (Lobby)-----	1,000.00/month
2. (1) OUTDOOR BAR (Rooftop)-----	1,500.00/month
3. (1) SUNKEN BAR (Pool Area)-----	1,500.00/month
4. (2) SOUVENIR SHOP (Stairs)-----	1,000.00/month
5. (1) CAFETERIA (Lobby)-----	2,000.00/month
6. (1) MASSAGE AND SPA (Pool Side)-----	1,000.00/month

f. OTHER AMENITIES

1. VIEWING TELESCOPE-----	5.00/ Three (3) mins.
2. VIDEOKE MACHINE (up to 10pm only)-----	5.00 for two (2) songs
3. SUBANEN COSTUME RENTAL-----	20.00/person

g. PARKING FEE

1. SINGLE MOTOR-----	10.00/day
2. BAO-BAO-----	20.00/day
3. FOUR WHEELS-----	30.00/day
4. SIX WHEELERS-----	50.00/day

h. CORKAGE FEE (Drinks)

1. Sakto/Mismo/Bottled Water-----	5.00/bot
2. 1 Gallon Water-----	10.00/bot
3. Litro/Kasalo/1.5 Liters-----	10.00/bot
4. Beer-----	20.00/bot
5. Wine-----	100.00/bot
6. Hard Liquor-----	100.00/bot

SECTION 12. Time and Manner of Payment. The fees imposed under this ordinance shall be paid to the MTO/MEEDO or its duly authorized representative subject to the following conditions, to wit:

- Upon confirmation of the booking for the Resort, Function Hall and Cottages a required reservation fee amounting to FIFTY PERCENT (50%) of the contract price to block off the venue.
- Full payment must be settled on the day of the event.
- Should booking be made on short notice (3 days) before the event, the full payment of the contract price should be made.
- Incidental charges outside the contract package must be settled in cash to be paid after the event.

d.1 use of LCD projector----- P 500/ 4hrs

- In the event of cancellation, a formal letter must be submitted to the MTO/MEEDO signed by the authorized signatory.
- Forfeiture of the full deposit if cancellation is done at least three (3) days prior to event date.
- Re-scheduling of the event to a later date maybe allowed only if it is made at least one (1) week before the event provided however that the event can still be accommodated on its new schedule. Re-scheduling shall only be allowed once.

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I hereby apply under the following contract for the lease of (area rented) _____ in the Paradise Panoramic View and Infinity Pool. I am _____ years of age, married/single, a citizen of the Philippines and residing at _____. Should the abovementioned stall be leased to me in accordance with the facility rules and regulations, I promise to hold the same under the following conditions:

1. That while I am occupying or leasing this area(s), I shall at all times have my picture conveniently framed and hung up conspicuously in the stall.
2. I shall keep the area(s) at all times in good sanitary condition and comply strictly with all sanitary rules and regulations now existing or which may hereafter be promulgated.
3. I shall pay the corresponding rents for the area(s) in the manner prescribed by existing rules and regulations.
4. The business to be conducted in this area(s) shall belong exclusively to me and may only sell goods and commodities as authorized per established sectioning as indicated on the above list of my choice.
5. I shall not sell or transfer my privilege to the area(s) or otherwise permit another person to conduct business therein.
6. Any violation on my part or on the part of my helpers of the foregoing conditions shall be sufficient cause for the facility authorities to cancel the contract.

Very respectfully,

Applicant

Date: _____

I _____, do hereby state that I am the person who signed the foregoing application; that I have read the same; and that the contents thereof are true to the best of my own knowledge.

Applicant

T.I.N. _____

SUBSCRIBED AND SWORN to before me in the Municipality of Ramon Magsaysay, ZDS, Philippines this _____ day of _____ 201____ applicant-affiant exhibiting to me his/her Residence Certificate No. _____ A/B issued on _____ at _____, Philippines.

Official Title

SECTION 17. Vacancy of Stall Before Expiration of Lease - Should for any reason, stallholder or lessee discontinue his business before his lease term of the stall expires, such shall be considered vacant and its occupancy thereafter shall be adjudicated in the manner herein prescribed.

TITLE 7. GUIDELINES FOR THE CONDUCT OF BIDDING AND GRANTING OF AWARD

SECTION 18. There shall be established guidelines for the conduct of bidding of the stalls/spaces of the Paradise Panoramic View and Infinity Pool, to wit:

- a. The bidding shall be conducted and supervised by the MTO/MEEDO of the Municipal Government of Ramon Magsaysay and the bidding shall be made through **sealed bid**.

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- b. The MTO/MEEDO shall determine the date, time and venue of the bidding and that information and announcement of the same shall be posted in conspicuous places for a period of 5 days.
- c. The bidding shall be conducted in a public place visible and accessible to the people.
- d. All applicants/bidders should be of legal age, Filipino citizens and preferably residents of the Municipality of Ramon Magsaysay, Zamboanga del Sur.
- e. Old occupant is automatically disqualified to participate in the bidding unless he is able to pay all his arrears and obligations to the Municipal Treasurer's Office. New applicant/bidder is only limited to one stall/area. However, if there are still vacant stalls he may opt to participate in the bidding of the vacant stalls. Provided he/she shall not occupy more than two (2) stalls/areas.
- f. Local businessmen and residents shall be given priority to bid, however, if local bidders lose interest to bid, the bidding shall be made open to all interested bidders elsewhere.
- g. The highest bidder shall automatically be the winning bidder in a particular stall/space. In case there is a tie of the highest bid, there shall be a re-bidding for those bidders who got the highest bid and that the re-bidding shall start from the highest bid amount.
- h. Winning bidders shall be notified and shall receive certificate of award as proof of their being granted the legal right to occupy a particular stall/space.
- i. The bidding payment shall be in cash basis or in a form of manager checks.
- j. The bidding payment for winning bidders is non-refundable if he/she decides to waive his/her bid.

SECTION 19. Only winning bidders are granted the legal rights to occupy and operate a particular stall or space. After the award of any stall/space, contract of lease shall be executed by and between the Ramon Magsaysay LGU represented by the Municipal Mayor and the awardee. The lease of contract is valid only for a period of three years and renewable for another three years with no bidding subject to the approval of the Mayor's Office in order to prevent the lessee to sub-lease or sell his right to another person on the space/stall awarded and in order to assess the stallholders adherence to the terms and conditions of the lease contract and the rules and regulation provided herein.

SECTION 20. The occupant shall provide fire extinguisher, electric meter and water meter with the supervision of the Municipal Engineer and payment of monthly bill.

SECTION 21. All related fees such as Municipal Business Permit, BIR Clearance and others shall also be complied by the occupant before he is allowed to occupy the stall/space.

SECTION 22. Lease Contract Agreement – For every stall awarded, the successful applicant must sign a contract of lease and observe the terms and conditions set forth therein. Documentation shall be at the expense of the lessee. The Contract shall be in the following form:

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

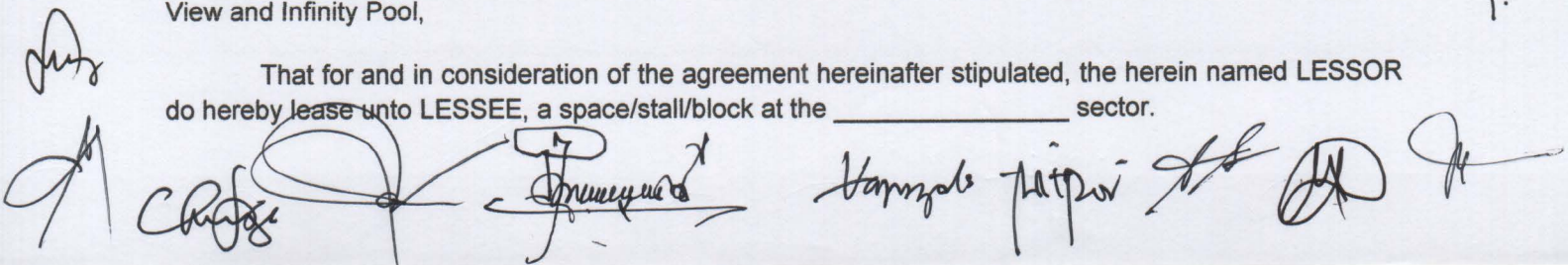
This CONTRACT OF LEASE made and entered into by and between:

The Municipality of Ramon Magsaysay represented by the Municipal Mayor hereinafter referred to as LESSOR and _____ of legal age, Filipino, single/married/widow resident of _____, Philippines hereinafter referred to as the LESSEE;

WITNESSETH

The Municipality of Ramon Magsaysay, Zamboanga Del Sur is the owner of Paradise Panoramic View and Infinity Pool,

That for and in consideration of the agreement hereinafter stipulated, the herein named LESSOR do hereby lease unto LESSEE, a space/stall/block at the _____ sector.

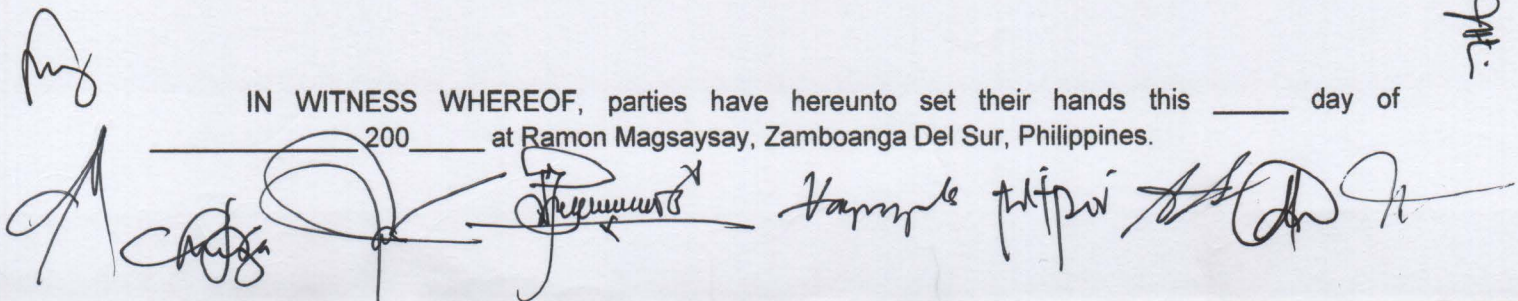


That under Municipal Ordinance No. 01-2019, duly adopted and approved by the Sangguniang Bayan, through bidding conducted for the purpose has awarded to the LESSEE, subject to the following terms and conditions:

1. That the LESSEE shall occupy and engage business therein in accordance with the plans and programs of the LESSOR, subject to the legal requirements on business;
2. That the LESSEE for and in consideration of its occupation shall pay monthly Area Rental of: Indoor Stalls (Lobby) - 1000.00, Outdoor Bar (Rooftop) - 1,500.00 Sunken Bar (Pool area) - 1,500.00 Souvenir Shop (Stairs) - 1,000.00 Cafeteria (Lobby) - 2,000.00 Massage and Spa (Pool side) - 1,000.00 ,payable on or before the last day of the month.
3. That the LESSEE must be prompt in paying his/her rentals in accordance with this contract, so that failure on the part of the LESSEE to pay his/her monthly rentals or a period of three (3) months, or found to have violated any of the terms and conditions of this contract, will give rise to the right of the LESSOR to automatically terminate this contract through the Municipal Mayor upon the recommendation of the MTO/MEEDO and open the above-described property to public bidding on the right to occupy;
4. That by occupying or leasing said space, the LESSEE shall at all times have his/her documents conveniently framed and displayed conspicuously in the premises to include the business permit;
5. That the LESSEE keep the premises at all times in good sanitary condition and comply strictly with all sanitary rules and regulations now existing or which may hereinafter be promulgated. Any violation thereof maybe subject to cancellation of the lease of contract;
6. Before any repair could be done, the LESSEE has to file an application specifying the area to be repaired which shall be indicated in the permit to repair issued by the Mayor thru the Facility Administrator;
7. Lease contract of the stall/space awarded is strictly non-transferable. If upon investigation the stakeholder / lessee have been found to have transferred, sub-leased and sold his rights to anybody, his lease contract shall automatically be terminated or revoked by the Municipal Mayor upon recommendation of the MTO/MEEDO and payments made shall not be refunded by the LGU.
8. That the LESSEE shall use the leased premises exclusively for the business applied and shall have no right to use the same for dwelling purposes, sleeping quarter, "BODEGA" or storage and the like;
9. That the lease contract shall be subject to a three (3) months rental deposit, aside from the bidding prize which shall be refundable without delay upon surrender and or termination of occupancy which shall answer for any unpaid obligation by the lessee in favor of the lessor;
10. That the LESSEE shall notify the LESSOR at least thirty (30) days in advance should the former decides to abandon and/or vacate the leased premises and surrender his/her business at the office of the Facility Administrator;
11. That this contract of lease is good only for three (3) years, and may be renewed if the LESSEE is found to have religiously complied with the terms of this contract;
12. That there shall be increase of all stalls rentals within the "Panoramic Paradise Resort" every three (3) years upon occupancy, subject to the recommendation by the MTO/MEEDO and amendments of the existing ordinance; and
13. That the LESSOR and LESSEE hereby agree and covenant to fully comply with the provisions of ordinance, laws, rules and regulations affecting the operations of the lessee's business/or occupancy in the facility. All actions arising from this contract shall be brought and heard by the Municipal Mayor's Office.

For adjudication and resolution, any court action shall be filed with the Municipal Circuit Trial Court of Ramon Magsaysay, Zamboanga del Sur. Documentation shall be at the expense of the Lessee.

IN WITNESS WHEREOF, parties have hereunto set their hands this ____ day of _____ 200__ at Ramon Magsaysay, Zamboanga Del Sur, Philippines.



MUNICIPALITY OF RAMON MAGSAYSAY

Lessor

Lessee

CTC No. _____

Issued at _____

By:

On _____, 200__

Municipal Mayor

CTC No. _____

Issued at _____

On _____, 200__

SIGNED IN THE PRESENCE OF:

1. _____ 2. _____

Republic of the Philippines)

Province of Zamboanga del Sur)s.s.

Municipality of Ramon Magsaysay)

BEFORE ME, Notary Public for and in the Province of Zamboanga Del Sur, this _____ day of _____, 200__ personally appeared _____ and _____ known to me to be the same person who executed the contract of Lease and acknowledges under oath that the same is their own free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the day and place above written.

NOTARY PUBLIC

SECTION 23. Certificate of Award to Successful Applicant of Vacant Stall/Area – To authenticate the results of the adjudication of the vacant stall(s), a certificate of award shall be issued to the successful applicant.

The date of the issuance in the certificate of award shall be the basis of determining the start of payment of rental by the successful applicant, notwithstanding when the actual occupancy or start of business operation by stallholder begins.

The Certificate of Award shall be issued within 10 days after the bidding as the case maybe.

The Certificate shall be on the following form:

CERTIFICATE OF AWARD
(on vacant stall/area lease to successful applicant)

This certificate is hereby issued to _____, a resident of _____ and a qualified applicant for the lease of _____, at the Paradise Panoramic View and Infinity Pool by the MTO/MEEDO conducted last _____, 201__ at the Office of the _____. This stall/booth is located/found in the _____ section and is intended for the sale of _____.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

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[Handwritten signature]

[Handwritten signature]

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[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Issued this _____ day of _____ 200____ Ramon Magsaysay, Zamboanga Del Sur, Philippines.

Municipal Mayor

SECTION 24. Stall/Area Vacancy. – A stall/space is deemed vacant under any of the following conditions:

- a. When it is newly constructed and not yet leased and awarded to qualified applicant.
- b. When it is declared vacant by the MTO/MEEDO by reason of abandonment of the Lessees, and violations by the Lessee of any of the terms and conditions of the contract of lease, policies, rules and regulations promulgated for their observance.
- c. Death of the Lessee
- d. Voluntary surrender by the Lessee

SECTION 25. Effect of Death of Lessee/stallholder – Upon the death of the holder of stall/Lessee, the contract of lease covering the stall shall be deemed terminated. However, the surviving spouse, direct heirs and/or estate of the deceased who desire to continue the lease and business of the deceased may apply and the lease may be then transferred to the qualified legal heir applicant; provided that the MTO/MEEDO be notified within thirty (30) days after the death of the Lessee/Stallholder and upon payment of all necessary rents or fees due at the time of death of the original Lessee by the legal heir applicant.

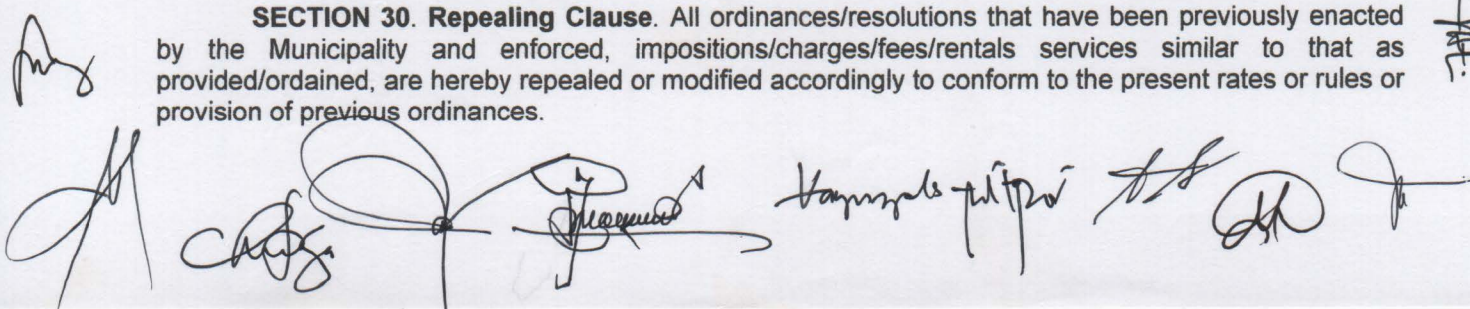
SECTION 26. Idle or Inactive Stalls. – Any stall/space that shall be idle for three (3) months or 90 consecutive days for whatever reason shall be declared abandoned or vacant and shall be subject to bidding and be awarded to the qualified bidder upon payment of accrued rental dues and other fees.

SECTION 27. Losses of Stallholders. – The Municipality shall not be responsible for any loss or damage, which stallholders may incur in the "Panoramic Paradise Resort", by reason of fire, theft or robbery or force majeure. It shall be the duty of the Resort Manager to exercise utmost vigilance and care to prevent any loss in the "Panoramic Paradise Resort". For this purpose, the Resort Manager shall have authority to apprehend and turn-over to the Police any person caught stealing or committing any offence in the vicinity and file appropriate legal action/complaint for the prosecution of the offender.

SECTION 28. Extension of Stall Spaces. – There shall be no extension of stall spaces other than those already covered by plans previously approved. However, areas utilized as extension for the display of the stallholders goods that do not obstruct the flow of traffic or the passage of the buying public may be allowed. Extensions that obstruct the free passage of the buying public shall be removed summarily. The Resort Manager must see to it that appropriate boundary makings shall be made to monitor and effectively implement the extension of stall charging.


SECTION 29. Separability Clause. If for any reason, any provision, section, or part of this ordinance is declared not valid by court of competent jurisdiction; such judgement shall not affect or impair the remaining provisions, sections, or parts which shall continue to be in full force and effect.

SECTION 30. Repealing Clause. All ordinances/resolutions that have been previously enacted by the Municipality and enforced, impositions/charges/fees/rentals services similar to that as provided/ordained, are hereby repealed or modified accordingly to conform to the present rates or rules or provision of previous ordinances.

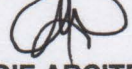


SECTION 31. Effectivity. This Ordinance shall take effect after its approval.




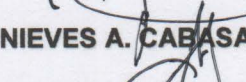
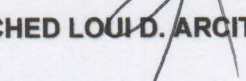
CERTIFIED TRUE AND CORRECT:

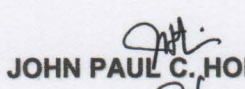
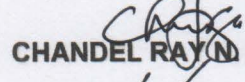


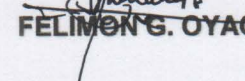

JOHNNA B. CATANE
SB Staff
Acting Recorder

ATTESTED:

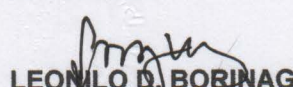

MARGIE ARCITE-MACHON
Municipal Vice-Mayor
Presiding Officer, Presiding

CONFORME
(Sangguniang Bayan Members)


VERGINIA A. GONZALES

NECASTER N. JAVIER

LOLITO D. ARIAS

NIEVES A. CABASAG

CHED LOUI D. ARCITE


JOHN PAUL C. HONTIVEROS

CHANDEL RAY N. ENTIENZA

ANSELMO D. SACASAN, JR.

CELSE C. CUYOS

FELIMON G. OYAG

APPROVED:


LEONILO D. BORINAGA, SR.
Municipal Mayor
1/22/20