

# LEASE AGREEMENT

This **Lease Agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20, by and between:

[LESSOR'S FULL NAME], of legal age, [single/married], and a resident of [Lessor's Address], hereinafter referred to as the "LESSOR";

-AND-

[LESSEE'S FULL NAME], of legal age, [single/married], and a resident of [Lessee's Address], hereinafter referred to as the "LESSEE".

## WITNESSETH:

WHEREAS, the LESSOR is the lawful owner of the property situated at [Complete Address of Leased Property], covered by Transfer Certificate of Title No. \_\_\_\_\_ of the Registry of Deeds for [City/Municipality];

WHEREAS, the LESSEE desires to lease the said property and the LESSOR agrees to lease the same under the terms and conditions herein set forth.

NOW, THEREFORE, for and in consideration of the foregoing premises, the LESSOR and the LESSEE hereby agree as follows:

**1. LEASED PREMISES:** The LESSOR hereby leases to the LESSEE, and the LESSEE hereby accepts from the LESSOR, the property located at [Leased Property Address], more particularly described as follows: [Detailed Description of Property]. This includes [mention any additional leased items or facilities, e.g., parking spaces, storage units, etc.], which are deemed part of the leased premises. The LESSEE shall have the exclusive use of these facilities during the term of the lease, subject to the rules and regulations set forth by the LESSOR.

**2. TERM:** This lease shall be for a term of [Specify Number of Years] years, commencing on [Start Date] and ending on [End Date], unless sooner terminated in accordance with the provisions hereof. This agreement shall not automatically renew at the end of the term, and any renewal shall require a separate written agreement. Upon expiration of the lease term, the LESSEE shall vacate and surrender the premises to the LESSOR in the same condition as received, normal wear and tear excepted.

**3. RENTAL:** The LESSEE agrees to pay the LESSOR a monthly rental of [Amount in PHP], payable in advance on or before the [Due Date of Every Month] of each month. The rental amount shall be subject to an annual increase of [percentage], commencing on the second year of the lease term and every year thereafter. In case of late payment, a penalty of [specific penalty amount or percentage] per day of delay shall be imposed.

**4. DEPOSIT:** The LESSEE shall deposit with the LESSOR the sum of [Amount in PHP], equivalent to [Number of Months] months' rent, to answer for any damages to the premises upon the termination of this lease. This deposit shall be returned to the LESSEE within [number of days, e.g., 60 days] after the expiration of the lease, subject to the deduction of costs for repairs and outstanding utility bills. The deposit shall not bear interest and shall not be used by the LESSEE as payment for the last month's rent.

**5. USE OF PREMISES:** The LESSEE shall use the leased premises for residential purposes only and shall not sublease, assign, or transfer possession of the same or any part thereof, without the prior written consent of the LESSOR. The LESSEE shall comply with all laws, ordinances, rules, and regulations relating to the use, condition, and occupancy of the premises. The LESSEE shall not conduct any illegal activities on the premises and shall respect the peaceful enjoyment of the neighbors.

**6. MAINTENANCE AND REPAIRS:** The LESSEE shall maintain the premises in good and tenantable condition and shall be responsible for all repairs needed, except for structural repairs, which shall be the responsibility of the LESSOR. The LESSEE shall promptly notify the LESSOR of any major repairs or maintenance issues that require attention. The LESSEE shall not make any alterations or improvements to the premises without the prior written consent of the LESSOR, and any authorized improvements shall become part of the property unless otherwise agreed.

**7. UTILITIES:** The LESSEE shall pay for all utilities including, but not limited to, electricity, water, telephone, and internet services. It is the LESSEE's responsibility to ensure that these services are set up in their name and that bills are paid promptly. In the event of any utility disconnection due to non-payment, the LESSEE shall bear all costs associated with the reconnection of these services.

**8. TERMINATION:** Either party may terminate this agreement at any time by giving [Notice Period, e.g., 30 days] written notice to the other party. In the event of termination by the LESSEE, any prepaid rent beyond the termination date will be refunded by the LESSOR. If the LESSEE terminates the lease before the end of the term, the LESSEE may be liable for the remaining rent due under the lease, unless an early termination clause is invoked as provided for in this agreement.

**9. GOVERNING LAW:** This Lease shall be construed in accordance with the laws of the Republic of the Philippines. Any disputes arising out of this agreement shall be subject to the exclusive jurisdiction of the competent courts of [Specify Jurisdiction, e.g., Quezon City, Metro Manila]. Both parties agree to abide by the decisions of the court and understand that any breach of the agreement may lead to legal proceedings.

**10. BINDING EFFECT:** The terms and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. Neither party may assign or transfer their rights or obligations under this lease without the prior written consent of the other party. This agreement constitutes the entire agreement between the LESSOR and the LESSEE and supersedes all prior negotiations, understandings, or agreements, either written or oral, pertaining to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 20.

[Lessor's Signature]  
[Lessor's Full Name]

[Lessee's Signature]  
[Lessee's Full Name]

SIGNED IN THE PRESENCE OF:

[Witness #1 Signature]  
[Witness #1 Printed Name]

[Witness #2 Signature]  
[Witness #2 Printed Name]

(ACKNOWLEDGMENT)

REPUBLIC OF THE PHILIPPINES  
CITY/MUNICIPALITY OF \_\_\_\_\_ S.S.

BEFORE ME, a Notary Public for and in the City/Municipality of [City/Municipality], personally appeared [Names of Lessor and Lessee and their Identifying Documents], known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that they have executed the same as their free and voluntary act and deed.

This instrument, consisting of [number of pages] pages, including the page on which this acknowledgment is written, has been signed on each page by the parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2024.

[Notary Public's Signature]  
[Notary Public's Name]  
Notary Public  
My Commission Expires on [Expiration Date]  
PTR No. [PTR Number], [Date Issued], [Place Issued]  
Roll of Attorneys No. [Attorney's Roll Number]