

# RENTAL AGREEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

This Free Machine Used Agreement made and entered into, by and between;

**PHOTODYNAMIC PHOTOCOPIER Machine Supplies and Services**, a company duly organized and existing under the law of the Republic of the Philippines, with principal address at Warehouse No. 4 PLUG HOLDINGS Inc., Cabantian, Davao City, represented in this act by its Admin Head **ARSENIO BERDERA JR.**, and hereinafter referred to as the "OWNER";

- and -

**NATIONAL POWER CORPORATION SPUG** a Government Firm duly organized and existing under the law of the Republic of the Philippines under and by virtue of republic ACT no.6395, as amended, with its principal address at NAPOCOR OFFICE BLDG., EAST TRIANGLE, DILIMAN, QUEZON CITY, PHILIPPINES, herein represented by its department NAPOCOR SPUG – MINDANAO, KUMINTANG STREET, MINTAL, TUGBOK, DAVAO CITY and represented by its Department Manager **ENGR. YAHCOB H. DARAYAN** Department Manager who is duly authorized to represent it in this transaction, and hereinafter referred to as the "USER".

- WITNESSETH that -

WHEREAS, the first party is the legal and absolute owner of the equipment in Section I hereof (the "Equipment");

WHEREAS, the first party has offered to free use the equipment and the second party has accepted the said offer;

NOW THEREFORE, for and in consideration of the mutual covenants herein set forth, the PARTIES hereto, be these presents, agree as follows.

**I. EQUIPMENT:** the Owner hereby offer to the User the Equipment herein below described and the User acknowledge receipt of the Equipment in good state and condition.

Unit	Model	Location	Serial no.:
4	Bizhub 223 Digital Copier with Network Printer and colored scanner	NAPOCOR SPUG - MINDANAO KUMINTANG STREET, MINTAL, TUGBOK, DAVAO CITY	AIUG021005201 AIUG021100497 AIUG021033242 AIUG021114993
1	BIZHUB 215 DIGITAL COPIER with Network Printer and colored Scanner	NAPOCOR SPUG - MINDANAO KUMINTANG STREET, MINTAL, TUGBOK, DAVAO CITY	A3PE021009383
1	Bizhub 222 Digital Copier with Network Printer and Scanner	NAPOCOR SPUG - MINDANAO	AI11WW21009383
2	Bizhub 223 Digital Copier with Network	DINAGAT ISLAND OFFICE KALAMANSIG OFFICE	AIUG021111159 AIUG021107227

**Yahcob H. Darayan**  
Department Manager, OM-MOD

**ARSENIO H. BERDERA JR.,**  
ADMIN HEAD.

**Rodrigo U. Fullido**  
Division Manager, EMOD

2. **EFFECTIVITY OF AGREEMENT:** This Agreement shall be for a period of One (1) YEAR from November 3, 2022 to November 3, 2023 renewable for a like period on mutual agreement of the Parties. Effect for the duration of the Agreement. Should the lessee cancel or terminate this Agreement during the term herein mentioned, the lessee shall pay the basic / average monthly rental charges corresponding to the unexpired portion of this Agreement.

3. **LOCATION OF THE EQUIPMENT:** The Equipment shall be installed at **NAPOCOR SPUG - MINDANAO, KUMINTANG, STREET, MINTAL TUGBOK, DAVAO CITY, DINAGAT ISLAND OFFICE, KALAMANSIG OFFICE** location approved by the Owner. The User shall not remove the Equipment from the said location and any transfer of location of the Equipment shall be subject to the prior written notification and approval of the Owner. The User shall also bear all fees and expenses incurred in connection with the removal or transfer of the Equipment.

4. **OWNERSHIP OVER EQUIPMENT:** The Equipment shall remain the property of the OWNER and the USER undertakes not to claim ownership thereof or title thereto. The USER shall not make any alterations on the machine, nor sell, dispose, transfer, rent, pledge or mortgage, execute or otherwise deal with the PHOTODYNAMIC machine in any way which may be prejudicial to the right and the interest of the OWNER over the Equipment. In case of any violation by the third party of property rights of the OWNER, the PHOTODYNAMIC machine remains the property of the OWNER, regardless of any reason therefore, such as execution, provisional disposition of the copier machine. In that event, the USER shall immediately inform the OWNER and the USER shall then be subject to the instructions of the OWNER.

5. **MAINTENANCE SERVICE AND REPAIR:** The OWNER or its authorized representative shall make such inspection and adjustment as necessary to keep the Equipment in good working condition. The OWNER Service Engineer shall perform servicing and maintenance work on the Equipment during regular working hours. Any fee incurred by the USER resulting from work performed by the OWNER Service Engineer beyond the regular working hours, upon the USER's request shall be borne by the USER and the OWNER shall invoice the USER for the said fees at the established rate. For the NPC DINAGAT Island and KALAMANSIG Office should be done the repair in NPC SPUG Davao.

6. **EFFECTIVITY OF AGREEMENT:** This Agreement shall be for a period of one (1) year, beginning on the date of execution of the instrument, unless sooner revoked by the parties. This agreement shall considered to be in force and continuous unless parties will serve notice of termination of this agreement thirty (30) days prior to end of the specified validity period of this agreement.

7. **CARE OF EQUIPMENT:** The User shall take care of the Equipment with utmost diligence of a good father of a family, and shall keep the Equipment at all times, and shall not allow un-authorized persons to operate the same. The USER shall be aware of possible damages on the PHOTODYNAMIC machine caused by rat infestation, plugging of 110V machine to 220V, willful act, fault or negligence of the USER, its representatives, agents, employees and/or any person acting in its behalf. In the event that any of these possibilities happens, first incident occur will be subject for "Machine Replacement". However, second incident occur the USER shall pay the OWNER of any loss or damage on the PHOTODYNAMIC machine/s. Furthermore, the user will not be held accountable for any damage or loss of the equipment caused by fire, earthquake or other fortuitous events which are beyond the control of the user.

8. **AUTHORIZED CONSUMABLES:** USER shall use and purchase only the Consumables recommended and supplied by the OWNER. Any damages caused on the machines as result of, due to, in connection with, or because of, the use of un-authorized consumables not supplied by the OWNER shall be for the account of, and shall be paid by, the USER. The following listed are the parts and consumables needed for the copier: toner, developer, cleaning blade, drum, feeding unit, exposure lamp, fixing claw, lower roller, upper roller, operational board, gears, control board, drum carriage, developing unit, transfer assembly, cooling fan and duplexing unit.

9. **FREE TRAINING TO MACHINE OPERATOR(S).** OWNER will train the personnel assigned by the USER to operate the PHOTODYNAMIC machine free of charge.

10. **TERMINATION OR CANCELLATION OF AGREEMENT:** The OWNER may terminate this agreement at any time, without notice, in the following cases:

- 10.1 When USER fails or delays payment within the period agreed upon by parties in Agreement.
- 10.2 When USER violates any provision of this Agreement.
- 10.3 When the USER becomes bankrupt, insolvent, or on the verge of bankruptcy or insolvency, is dissolved or in the process of dissolution or writs of attachments or

Rodrigo U. Fullido  
Division Manager, EMOD

Yahcob H. Darayan  
Department Manager, OM-MOD

ARSENIO H. BERDERA JR.,  
ADMIN HEAD.

execution are issued against the Second Party.  
10.4 When the US transfer, subleases or assigns the Equipment to the third party or transfer the Equipment to another location without the prior written consent of the OWNER.

Both parties may also terminate the Agreement for any reason, by sending a written notice thirty (30) days prior to the intended date of termination.

11. **REPLACEMENT OF THE EQUIPMENT:** It is mutually agreed and understood that if the OWNER is unable to economically maintain the Equipment in good working order or in the event that if the OWNER Foreign supplies has phased out the Model of the Equipment, the OWNER may, at its sole direction, replace the Equipment with another of the same product designation if available. In case of unavailability of a replacement unit, the USER agrees that OWNER can unilaterally cancel this Agreement upon serving 30 day prior notice to the USER.

12. **OWNER'S RESERVATION:** The Lessor reserves the right to assign and / or discount with any banking or financing institution the receivables under this agreement.

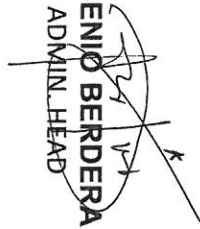
**IN WITNESS WHEREOF,** the parties have hereunto set their hands this 3rd day of November 2022 at Davao City, Philippines.

**PHOTODYNAMIC PHOTOCOPIER  
MACHINE SUPPLIES AND SERVICES  
OWNER**

**NATIONAL POWER CORPORATION  
SPUG MINDANAO  
CLIENT**

  
Rodrigo U. Fullido  
Division Manager, EMOD

By:

  
ARSENIO BERDERA JR.  
ADMIN. HEAD

  
ENGR. YAHCOB H. DARAYAN  
DEPARTMENT MANAGER MOD

  
RICHARD OCON ALONSO  
SALES SUPERVISOR

  
ENGR. RODRIGO U. FULLIDO  
DIVISION MANAGER EMOD

SIGNED IN THE PRESENCE OF

Certified Funds Available

MARIGEN M. PACTORANAN  
Division Manager, AFD MOD

Yahcob H. Darayan  
Department Manager, OM-MOD

REPUBLIC OF THE PHILIPPINES)  
DAVAO CITY ) S. S.

ACKNOWLEDGEMENT  
15 NOV 2022

**BEFORE ME,** a Notary Public for and in Davao City, this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared the above-named persons exhibiting to me their valid IDs as shown below their names, all known to me and to me known to be the same persons who executed the foregoing **RENTAL AGREEMENT**, consisting of THREE (3) pages including this page and signed by them and their instrumental witnesses on each and every page thereof and they acknowledged to me that the same are their free and voluntary acts and deeds.

**WITNESS MY HAND AND SEAL** on the date and place first above written.

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Series of 2022



IRA R. CALATRAVA-VALENZUELA  
Notary Public  
Notarial Commission Serial no. 2021-013-2022  
Commission Expires on December 31, 2022  
Roll of Attorneys No: 56363  
B/P No: 167280 1/1/2/21 (for 2022)  
PTR No: 5811227 12/23/21 (for 2022)  
Ruum 201 H & 21 Land Discovery, Inc., Bldg.  
Mabini cor. Quirino St., Davao City