



C.B BARANGAY ENTERPRISES

TOWING AND TRUCKING SERVICES INC.

MAIN OFFICE: 2263 BEATA STREET PANDACAN, MANILA, PHILIPPINES 1011
T: +63 2 564-9080 | F: +63 2 563-3327 | E: inquire@cbbe-inc.com | W: www.cbbe-inc.com

TERMS AND CONDITIONS: ANNEX B

1. In this Contract, the LESSEE makes the following representations and warranties, thus:
 - a) In case of corporations, that it is a corporation duly organized and existing under the laws of the Philippines to which it is organized;
 - b) He/It is able, duly licensed, and authorized to perform his/its obligations under the agreed stipulations, and that he/it shall maintain such ability, license and authority, if applicable, throughout the term of this Contract; and
 - c) His/its employees, agents and/or representatives' performance and execution of the LESSEE's part in the Contract and the transactions contemplated herein have been duly and validly authorized by the LESSEE as constituting the performance of all necessary action on his/its part.
2. The instant rental contract for heavy equipment shall not be considered in any manner as a contract of carriage nor shall LESSOR be considered at any instance as a common carrier
3. The LESSEE shall be charged a minimum of Eight (8) hours per day use or non-use of the equipment.
 - a) In case the equipment is utilized on a holiday or Sunday, the LESSEE shall pay an additional charge equivalent to Eight (8) hours per day.
 - b) In case there is no operation in a holiday or Sunday, the LESSEE is under no obligation to pay the additional charge equivalent to Eight (8) hours per day.
4. Rental time shall commence when the equipment arrives and operational at the LESSEE's project site and shall terminate upon departure of said equipment from the LESSEE's yard in practically the same condition except for ordinary wear and tear.
5. Mobilization & demobilization of the equipment and accessories from LESSOR's yard to LESSEE's project site and vice versa shall be done by the LESSOR, however, LESSEE shall pay the mobilization and demobilization cost of the equipment.
6. LESSOR shall secure MNTC Travel Permit and Toll Fees during mobilization & demobilization of equipment, however, LESSEE is responsible for securing right of way, municipal fees and other related fees while the equipment are deployed at the job site.
7. Equipment operators and maintenance personnel shall be provided by and for the account of the LESSOR.
8. **Fuel, Oil and Lubricants shall be provided by and for the sole account of the _____.**
9. LESSEE to provide suitable accommodation for all personnel of the LESSOR assigned at the project site free of charge for the duration of the project.
10. All standard slings and cables shall be provided by LESSOR except for any special lifting materials which shall be provided by and for the account of the LESSEE.
11. The assigned personnel of the LESSOR shall be under the full control and supervision of the LESSEE and therefore the LESSEE shall assume full responsibility for loss, damage or partial loss of the LESSOR's equipment.
12. In case the equipment of LESSOR is place on standby due to causes other than the fault of the LESSOR, the LESSEE shall be billed by the LESSOR for the cost incurred during the period when the equipment and manpower are on standby. The amount shall be proportionally adjusted in case partial standby of a similar case.
13. Equipment shall not be allowed to lift more than its rated capacity. Otherwise, any damaged suffered by the equipment or the towed vehicle/equipment, shall be presumed to have been caused by said overloading and shall be for the account of the LESSEE.
14. No modification shall be made on the equipment without prior approval of LESSOR.



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15. **The LESSEE agrees to have a fully authorized agent on-site for the duration of the work being performed to sign off on all job ticket/s, Rental Contract/s or Equipment Rental Time Record. In the absence of such fully authorized agent, all job ticket/s, Rental Contract/s or Equipment Rental Time Records for work performed shall be considered APPROVED and/or SIGNED OFF by the LESSEE.**
16. Unconsummated services due to LESSEE'S fault shall be charged 75% of the contract price.
17. **In the event of delay in the payment of rental fees, the total amount of the rental fee for the lease shall be due immediately, without need of demand. As such, a penalty in the amount of 25% per month shall be added to the total price of the lease, to be counted from the date of default by LESSEE. In the case of any suit for collection of sum of money arising from non-payment or delay in payment of the rental fees, all the cost of suit shall likewise be charged to the LESSEE, including Attorney's fees corresponding to 15% of the total amount due, but in no case shall be less than FIFTY THOUSAND PESOS (Php50,000.00).**
18. LESSOR may immediately and without notice terminate the supply of Equipment and/or Services if the LESSEE fails to pay any money due or to perform any of its obligations under these Terms and Conditions.
19. By signing this agreement, LESSEE agrees and undertakes to abide and be bound by the terms and conditions of the rental contract, which is attached hereto and considered as an integral part hereof.
20. In the event of suit or controversy, the Courts of Manila shall be the sole jurisdiction and venue to the exclusion of all others.
21. Availability of equipment is subject for confirmation.
22. The LESSEE certifies that the services contracted and/or rendered were completed and performed satisfactorily upon his/its approval and/or sign off of the job ticket, rental contract, or equipment rental time record.