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# RENTAL RATES OF TICKET BOOTHS AND CONCESSIONAIRE AREAS AT PASSENGER TERMINAL 3

*CPA MEMORANDUM CIRCULAR NO. 06, S. OF 2006, March 10, 2006*

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Pursuant to the pertinent provisions in RA 7621 and CPA Board Resolution No. 219-2006 adopted during the 35th regular meeting of the Cebu Port Commission held on 28 Feb. 2006, the following rental rates are hereby adopted in the lease of ticket booths and concessionaire areas at the new passenger terminal at Berth 13.

SECTION 1. Name of Terminals - In order to properly distinguish the three passenger terminals at the base port. they shall be referred to as follows:

Pier 1 - Passenger Terminal 1
Pier 3 - Passenger Terminal 2
Berth 13 - Passenger Terminal 3

SECTION 2. Rental Rates - The following rates, inclusive of value added tax (VAT), shall be charged to occupants inside the Passenger Terminal 3:

Particulars
Area
Rate/sq.m.
Monthly Rate

a. Concessionaire Area (enclosed) 6.00 sq. m. 1,200.00 7,200.00

b. Concessionaire Area (open) --
1,000.00 --

c. Baggage Counter 10.50 sq. m 1,200.00 12,600.00

d. Ticket Booth 6.25 sq. m. 1,200.00 7,500.00

SECTION 3. Term - The lease contract shall be fixed fora period of three (3) years unless sooner revoked, cancelled or terminated for cause.

SECTION 4. Minimum Rental - In the case of concessionaires occupying open areas as indicated in the preceding section, monthly rental shall not fail below P1,000.00, regardless of whether or not the actual space occupied covers the minimum of one square meter (1.00 sq.m).

SECTION 5. Compliance with CPA Rules - All lessees shall comply with existing rules and regulations of the CPA and which the latter may hereafter issue.

SECTION 6. Cancellation/termination of Lease Contract - The CPA shall have the right, without need of judicial action or proceedings, to revoke/cancel the lease contract at any time during the lease period by serving a 30-day written notice to the lessee in the following cases:


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6.1 Non-compliance with any of the terms and conditions thereof or for violation of any CPA rules and regulations or law;

6.2 If at any time during the lease period, the lessee is not using the property for the purpose for which it was originally intended;

6.3 If the cancellation/revocation is deemed to be for the public benefit and interest.

SECTION 7. Reservation - Nothing herein provided shall preclude the CPA, during the term of the lease, from prescribing other terms and conditions or rules and regulations, as it may deem necessary for the public interest or benefit. Such terms and conditions or rules and regulations shall form part of the original lease contract insofar as these are consistent with the lease contract.

SECTION 8. Saving Clause- Any provision of this memorandum circular declared by competent authority to be invalid shall not affect the other parts to which such declaration does not relate.

SECTION 9. Repealing Clause - All CPA rules and regulations, policies, guidelines, memoranda or circular inconsistent herewith are hereby repealed accordingly.

SECTION 10. Effectivity - This Memorandum Circular shall take effect immediately after two publications, once a week, in a newspaper of general circulation.

Adopted: 10 March 2006

(SGD.) MARIANO C.J. MARTINEZ
General Manager


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