

## CHAPTER VII – MARKET AND SLAUGHTER HOUSE OPERATION FEES

### ARTICLE 39. - REGULATION IN THE ESTABLISHMENT, CLASSIFICATION, ADMINISTRATION AND OPERATION OF GOVERNMENT OWNED/OPERATED PUBLIC MARKETS IN THE MUNICIPALITY -

**SECTION 1. AUTHORITY TO ESTABLISH PUBLIC MARKETS AND MARKET DAYS.** The municipality, pursuant to existing law and legal procedures, shall have the authority to establish, maintain and operate public markets within its territorial jurisdiction. For this purpose, every SUNDAY of the week is hereby designated as the regular market day of the Poblacion of the municipality.

**SECTION 2. DEFINITION OF TERMS.** For the purpose of this Article, the following terms shall be understood in the sense indicated hereunder:

- a) Public Market – refers to any place, building or structure of any kind recognized as such under existing laws or ordinances and those to be established upon recommendation of the local government concerned. It embraces all market stalls, tiendas, buildings, road subways, waterways, drainage and other connections, parking spaces and other appurtenances thereto such as the one designated as the Poblacion Public Market located at Poblacion, Mati, Davao Oriental and bounded on the North, South, East and West, all by Road Lot L., PSU-154381.
- b) Market Premises – refer to any open space in the market compound; part of the market lot consisting of bare ground not covered by the market building usually occupied by transient vendors, especially during market days.

For this purpose, buying and selling of goods, in any place except those made in duly licensed establishment, within a radius of one (1) kilometer and a maximum of three (3) kilometers from the market compound of the Poblacion Public Market are subject to the payment of market fees.

- c) Government-owned/or Operated Public Markets – refer to those established out of public funds or those leased/acquired by any legal modes or means from private persons, natural or juridical, to be operated by the government either through its instrumentality, branch or political subdivisions.
- d) Market Section – refers to contiguous stalls/booths/spaces in the market classified according to the kind of merchandise offered for sale therein :
- e) Market stall – refers to any specified space or booth in the public market where merchandise is sold or offered for sale, or intended for such purposes in the public market.
- f) Stallholder – refers to the awardee of a definite space within the public market who pays rental thereon for the purpose of selling his/her goods/commodities or services.

- g) Market Rental Fee – refers to the fee paid to and collected by the Municipal Treasurer for the privilege of using public market facilities.
- h) Ambulant, transient or itinerant Vendor – refers to a vendor or seller who does not permanently occupy a definite place of the market but one who comes either daily or occasionally to sell his/her goods.
- i) Market Committee – refers to the body whose duty is to conduct the drawing of lots and opening of bids in connection with the adjudication of vacant or newly constructed stalls in the Municipal Market and to certify to the Municipal Mayor the results thereof.

**SECTION 3. MARKET SECTION.** The Municipal Public Market shall be divided into various sections defined under section 3 (d) of this chapter to facilitate an efficient administration thereof.

- 1. **Fish Section** – refers to the area where only fresh fish, clams, oysters, crabs, lobsters, shrimps, seaweeds and other sea foods and marine products shall be sold.
- 2. **Meat Section** – refers to the area where only all kinds of meat, pork and dressed chicken shall be separately displayed and properly labeled.
- 3. **Dry Goods and Grocery Section** – refers to the area where only all kinds of textiles, ready made dresses and native products, toiletries, novelties, foot wears, laces, and kitchen wares, utensils, handbags, school supplies, office supplies and all kinds of cake, biscuits, pastries and crackers, butter, cheese, confections, candies, canned or bottled foods, beverages, softdrinks, cigarettes, flour, oatmeal, ham, bacon, sugar, nuts, salt, onions, garlic, potatoes, eggs, sausage, starch, smoke fish, dried fish, salt, soap, feeds, mongo and the like and other household and food products shall be sold.
- 4. **Vegetable and fruit section** – refers to the area where only all kind of vegetables and fruits, coconuts and root crops such as camotes, cassava, garlic and the like shall be sold.
- 5. **Eatery Section** – refers to the area where only all kinds of cooked/prepared food shall be sold. These include refreshment parlors, cafeterias and other delicacies.
- 6. **Miscellaneous section** – refers to the area where any other business not classified herein above shall be allowed.

**SECTION 4. MARKET RENTAL FEES AND OTHER CHARGES.** There shall be collected the following market fees:

	<u>Rate of Rental</u> <u>Per Day</u>
a) For all stalls, booth or tienda located in the market buildings:	
1. Carenderia section	12.00
2. Cafeteria and refreshment parlor	8.50
3. Dry goods section :	

a. Fronting terminal	7.50
b. Fronting the middle aisle	6.50
c. Fronting east and west both sides open	10.00
d. Not fronting either middle aisle of the	
Terminal building and vacant space	5.50
4. Fish Section	5.00
5. Meat Section	5.00
6. Rice and corn section	4.00
7. Dried Fish section	4.00
8. Vegetable section	2.50
9. Chitserias section	4.00
10. Eateries	12.00
11. Fruit section	2.50
12. Kinutil and pusuan section	3.00
b) Water bill (first 10 cu.m.)	Free
in excess of ten (10) cu.m.	2.35/cu.m.
c) Entrance fee on bath facilities, per entrance	1.00

**SECTION 5. MARKET FEE FOR AMBULANT/TRANSIENT VENDORS.** Market fee for entrance and occupancy of market premises by ambulant/transient vendors are hereby fixed as follows:

	Rate of fees per square meter or fraction thereof <u>Per Day</u>	
a) <u>On the basis of space occupies</u>	<u>With Shelter :</u>	<u>Without Shelter</u>
a.1 Within the market premises inside the public compound and its surroundings	2.00	1.00
a.2 Market premises along the highway, municipal streets, roads, public plazas, and open grounds	2.00	.50
a.3 Special permit for occupancy during fiesta season (September 1-15 per sq.m.)		5.00
On eve of fiesta, not exceeding 25 sq.m. per day		10.00

Provided that concerned businessmen shall abide with the arrangement made by the Municipal Treasurer in the erection of their temporary shed, and provide further that they should strictly observe all sanitary rules and regulations. Above rate shall be due and payable daily. Provided, further, that earmarked and/or utilized as passage and/or entrance to the market building.

PROVIDED FINALLY, that no structure of any kind or ambulant/transient vendors without the permission of the Market Supervisor and payment of an additional fee of Fifty (50%) percent on top of the above rates.

b) Market entrance fee on the basis of weight standard containers units of measure:

<u>b.1 Agricultural Products</u>	<u>Rate of Fees per day</u>
1) Root Crops	
1.a Ubi (0.25/kl.), Gabi Curioso and the like (0.20/kl.), and all other root crops	P 0.15/kilo
2) Fruits	
2.a Apples, Durian Grapes and Sunkist	1.00/kilo
2.b Bananas (bongan, tundan, Carnaba, sab-a, sarabia (0.30/kl.) and all other kinds of bananas)	0.20/kilo
2.c Chicos, Jackfruit, Lanzones, Papaya, Pineapple, Pakwan And Watermelon	0.30/kilo
2.d Citrus and Oranges (native), Guavas (native)	0.15/kilo
2.e Guavas (hybrid) and Marang	0.50/kilo
2.f Mango	0.20/kilo
2.g Sineguelas and all other kinds of fruits	0.25/kilo
3) Vegetables	
3.a Leafy Vegetables -Cabbage, Chinese pechay, native pechay and all other kinds of leafy vegetables	0.10/kilo
3.b Fruit Vegetables -Ampalaya, bantiyong, eggplant sikwa, siyutis, lambayag, upo and all other kinds of fruit vegetables	0.20/kilo
-squash, pepino	0.25/kilo
4) Spices	
4.a Carrots	0.10/kilo
4.b Chinese spices & garlic	1.00/kilo
4.c Ginger, tomatoes	0.25/kilo

4.d Onions (leaf), raddish, Singkamas, pepper (pungent, quilicot) and all other kinds of spices	0.20/kilo
4.e Onions (bulb), pepper (atsal)	0.50/kilo
4.f Potatoes	0.30/kilo
5) Cereal and grains	
5.a Cacao	1.00/kilo
5.b Coffe beans, peanuts (unshelled)	1.00/kilo
5.c Corn (grain, grits), palay, polard, Poultry and animal feeds, rice, Sorghum, rice and corn bran, prawn and other fish ponds feeds	0.05/kilo
5.d Corn : young ears (tilaubon)	0.20/kilo
5.e Peanuts (shelled)	2.00/kilo
5.f Mongos	1.50/kilo
5.g Soya bean & Castor beans (tangan-tangan)	0.50/kilo
5.h Other kinds of beans	0.15/kilo
6) Livestock	
6.a Large Cattle	20.00/head
6.b Hogs or pigs (live weight)	0.20/kilo
6.c Goats and other livestock (live weight)	0.15/kilo
6.d Goats and other fowls (live weight)	0.25/kilo

#### b.2 Other Agricultural Products

1) Coconuts	0.05/piece
2) Copra, cassava, chips, salt, flour, starch Sugar (muscovado, refined sugar)	0.05/kilo
3) Sugarcane	0.20/kilo
4) Native cheese, milk & eggs	0.50/kilo

#### b.3 Forest Products

1) Charcoal	0.10/kilo
2) Firewood	0.10/bundle
3) Honey	2.00/kilo
4) Nipa	5.00/bundle
5) Nito, rattan strings, rattan poles, resin, Saong and other forest products	0.50/kilo

#### b.4 Industrial Products

1) Home Industries	
1.a Bamboo crafts, baturang or sangka, Ceramics and pottery products and	

Other home industries	0.25/kilo
1.b Baskets, Nigo, & ayagan, Tinsmith products	0.50/kilo
1.c Hats, mats & toys	1.00/kilo
1.d Metal products, ropes (native fibers)	0.30/kilo
1.e Ropes (synthetic fibers)	0.30/kilo
1.f Stone crafts	0.05/kilo
1.g Shell crafts	2.00/kilo
2) Other Industrial Products :	
2.a Coconut oil, kerosene	0.10/kilo
2.b Lime	0.05/kilo

b.5 Wet Goods

Rate of Fees/Kilo

1) Marine and Sea Products	
1.a Fish	
1.a.1 Fresh	P 0.30
1.a.2 Dried	0.20
1.a.3 Salted	0.15
1.a.4 Smoked or Cooked	0.20
2.a Crustaceans	
2.a.1 Prawns/Lobsters	2.00
2.a.2 Alimango, shrimps, takla	1.00
2.a.3 Lambay, uyap	0.50
2.a.4 Crabs & others	0.20
3.a Sea shells	
3.a.1 Budyong (with shells) Imbaw, other clams	0.20
3.a.2 Deep sea clams (tacobo) – Meat Mussels (tahong) with shells, Lampirang-with shells, samong and other kinds	0.50
3.a.3 Deep sea clams (tacobo) with shell	0.10
4.a Cephalop and other seafoods	
4.a.1 Squid (nooks, calamares, Lumayagan, kubotan, Buko-buko, octupos (kugita)	0.30
4.a.2 Octopus (tabugok, tamala)	0.30
4.a.3 Saypo, sosing, bat	0.30
4.a.4 Other kinds	0.20
5.a Edible Seaweeds	0.10
6.a Other Seaweeds	0.10
7.a Turtles/Crocodiles/Reptiles	1.50

	<u>Rate of Fees per Day</u>
2) <u>Meat</u>	
2.a Carabeef and Beef	P 0.50/kilo
2.b Pork, Venison	0.40/kilo
2.c Fowls and other kinds of meat	0.25/kilo

PROVIDED, that agricultural products not sold on the day when the corresponding market entrance fee was paid shall be subject to market entrance fee of twenty five (25%) percent of the original imposition if still displayed or offered for sale the following day and thereafter the same shall no longer be subject to market entrance fee until sold.

In case, the vendor from whom an entrance fee was collected occupies any space with an area in excess of what he paid for, he shall be required to pay the correct amount of fee due thereon less what may have already paid as entrance fee.

#### **SECTION 6. MARKET FEES FOR AMBULANT/TRANSIENT VENDORS IN VEHICLES OR CONVEYANCES.**

That there shall be collected from persons, corporations, partnership or entities offering for sale merchandise in jeepneys, pick-up, trucks, bancas, fishing boats or any other conveyances parked or displayed at or in the vicinities of the public markets, or in other places within the territorial jurisdiction of the Municipality, not otherwise licensed as a peddler, the following fees:

	<u>Rate of Fees</u>
a) For rice, corn, sugar, or similar commodities placed in sacks, per sack	P 1.00
b) For mongos, beans, and ginger placed in sacks, per sack	2.00
c) For pigs (large) 80 kls. or more, per head	5.00
d) For pigs (medium size) 50 kls. or more but less than 80 kls. per head	3.00
e) For pigs (small) size less than 50 kls., per head	2.00
f) For goats, sheeps, etc., per head	2.00
g) For chicken, ducks or fowls, per head	0.20
h) For fresh eggs, per dozen	0.20
i) For Vegetables, placed in big baskets (bucag), per basket (bucag)	2.00
j) For fruits placed in big baskets (bucag), per basket (bucag)	2.00
k) For one jeepney, pick-up load of goods or merchandise, regardless of kind	50.00
l) For one truckload of goods or merchandise, regardless of kind	100.00

- m) For every kilo of fish, sea foods and/or marine products brought into the vicinities of the public markets or in other places within the territorial jurisdiction of the Municipality by producers, distributors, or wholesalers, there is hereby imposed a fee of 0.15/kilo

PROVIDED, that goods and commodities delivered to stall, market booths/holders and tiendas to replenish their stocks, covered by invoices of duly licensed merchants are exempted by the provisions of this article.

**SECTION 7. TIME FOR PAYMENT; PENALTIES FOR DELINQUENCY.** The monthly rentals for market stalls become due and payable within the first twenty (20) days of the month. Failure to pay the rental within the period required herein shall subject the Lessee/Occupant to a surcharge of twenty-five (25%) percent of the amount of the rental fee plus an interest of two percent (2%) per month on the whole unpaid amount from the due date until the rental fee is fully paid.

The fee for occupancy of market premises shall be paid daily, in advance, before any commodity or merchandise is sold within the market premises.

The fee shall be collected at the gate of the public market before the transient vendors are allowed to sell their goods inside the market premises.

**SECTION 8. ISSUANCE OF OFFICIAL RECEIPTS AND CASH TICKETS.** The Municipal Treasurer or his duly authorized representative shall issue an official receipt as evidence of payment of rentals of fixed stalls.

A cash ticket shall be issued to an occupant of the market premises or transient vendor and his name shall be written on the back thereof. The cash ticket shall be good only for the space of the market premises to which he is assigned. If a vendor disposes of his merchandise by wholesale of another vendor, the latter shall purchase new tickets if he sells the same merchandise, even if such sale is done in the same place occupied by the previous vendor.

The cash tickets issued shall be turn half, one-half to be given to the space occupant or vendor and the other half to be retained by the market collector who shall deliver the same to the Municipal Treasurer for counter checking against his record of cash tickets issued by him that day.

**SECTION 9. SURCHARGE FOR LATE OR NON-PAYMENT OF FEES.**

- a) The LESSEE of a stall, who fails to pay, the monthly rental fee within the prescribed period, shall pay a surcharge of twenty five (25%) percent of the total rent due. Failure to pay the rental for two (2) consecutive months shall cause automatic cancellation of the contract of lessee of stall, without prejudice to suing the lessee for the unpaid rents at the expense of the lessee. The stall shall be declared vacant and subject to adjudication.



- b) Any person occupying space in the market premises without first paying the fee imposed in this Article shall pay three (3) times as much as the regular rate for the space occupied.
- c) Any person occupying more space than what he has paid for shall pay the regular rate for such space.

**SECTION 10. OCCUPANCY FEE.** Upon the Award of any market stall/booth, the Awardee shall be required to pay the Occupancy Fee hereunder fixed. The payment of herein Occupancy Fee shall be applicable to all newly awarded stall/booth. The fee thus collected shall accrue as Trust Fund to be used solely for the maintenance and/or improvement of the markets.

<u>Section</u>	<u>Occupancy Fee Per Stall/Booth</u>
Meat section	P 500.00
Fish section	500.00
Fruits and Vegetables	400.00
Rice and Corn	350.00
Groceries	350.00
Eateries & Refreshment Parlor	350.00
Gen. Merchandise/Dry Goods/varieties	350.00

**SECTION 11. COLLECTION.** Collection in the public market or stall rentals, fees from transient vendors, fees from delivery trucks and other conveyances, mayor’s permit fees and licenses and other fess due the Municipal Government shall be the responsibility of the Municipal Treasurer. To ensure that such responsibility is properly and effectively discharged all market collectors, including other personnel involved in collection function shall directly be under the control and supervision of the Municipal Treasurer for collection performance and accountability.

### **AWARDING OF STALLS**

**SECTION 12. MARKET COMMITTEE.** There is hereby created permanent market committee to be composed of the following:

1. The Municipal Mayor or his representative – Chairman
2. The Municipal Treasurer – Co-Chairman
3. The Municipal Engineer – Member
4. The SB Chairman on Committee on Markets – Member
5. The representative of the Market Vendors to be elected by the Federation of Market Vendors Association of the Municipality and appointed by the Municipal Mayor for a term of two (2) years, with out re-appointment, unless earlier, revoked for cause. – Member

The Market Committee shall have the following duties:

- a) Formulate policies, rules and guidelines for market operation and administration;
- b) Conduct periodic review of market operations
- c) Conduct the drawing of lots, raffle and opening of bids, for the adjudication and vacant or newly constructed stalls or booths in the Municipality-owned public market.
- d) Certify the results thereof, for the approval of the Municipal Mayor;
- e) Adjudicate the transfer of stall holders from one section to another, and;
- f) Recommend such measures of actions as maybe necessary in the resolutions of problems, in connection with the use and occupancy of stalls, booths or spaces in the Municipal Public Markets.

### **SECTION 13. ADJUDICATION OF VACANT STALLS TO APPLICANTS; VACANCY OF STALLS.**

Any provisions of this Code notwithstanding, the old occupant shall have priority in awarding of the stalls at the remodeled and/or the rehabilitated old public market to the following policy-guidelines:

1. That all old occupants shall pay their arrears or back rentals before they can be an awardee;
2. That those stalls which where rented from the original awardee, the priority rights shall be granted to the present occupants who have their business establishments;
3. That the awardee shall have proper license;

That after a sixty (60) day notice of award, their priority rights as an awardee is forfeited.

In all other case, vacant stalls shall be leased to the applicant in the following manner:

The contract of lease for a stall shall be for a period of one (1) year, renewable upon its expiration for the same period unless revoked in accordance with the provisions of this Article;

A notice of vacant of stall or both shall be posted for a period of not less than ten (10) days prior to the date of actual drawing of lots or opening of bids to qualified applicants to appraise the public of the fact that such stalls or booths are vacant and available for lease;

Such notice shall be posted in the bulletin board of the Municipal Hall, in the vacant stall as well as in a conspicuous place in the public market concerned. The notice of vacancy shall be written in cardboard, thick paper or suitable material and shall be in the following form:

### **NOTICE**

NOTICE is hereby given that the stall/booth, stalls/booths No. \_\_\_\_\_ Building or Pavilion No. \_\_\_\_\_ of the \_\_\_\_\_ market is/are vacant (or will be vacant on \_\_\_\_\_, 19 \_\_\_\_\_). Any person 1 year of age or more and is not legally incapacitated and meeting the qualifications set by the Municipal Market Committee, desiring to lease the stall/booth or stalls/booths, shall file an application thereto on the prescribed form (copies maybe obtained from the Office of the Municipal Treasurer during office hours) on or before 12:00 noon of \_\_\_\_\_, 19\_\_\_\_\_, after which time, no more application shall be entertained. In case there are more than one applicant, the award of the lease of the vacant stall/booth, shall be determined thru raffle/drawing of lots to be conducted on \_\_\_\_\_, 19\_\_\_\_\_, at 12:00 o'clock noon at the Office of the Municipal Treasurer by the Market Committee, the stall/booth or stalls/booths are in the \_\_\_\_\_ Section, and is intended for the sale of \_\_\_\_\_.

- a) A non-refundable application fee of Twenty (20.00) Pesos shall be collected from each applicant, to cover necessary and incidental expenses relative thereto.
- b) The application shall be made under oath. It shall be submitted to the Office of the Municipal Treasurer, who is the Co-chairman of the Market Committee by the applicant either in person or through his/her authorized representative.
- c) It shall be the duty of the Municipal Treasurer to keep a registry book, showing the names and addresses of all applicants for vacant stalls or booths, the number and description of the stalls/booths applied for by them and the date and hour of the receipts by the Office of each application. It shall be also the duty of the said officer to acknowledge receipt of the application setting forth therein the time and date of receipt thereof.

The application shall be substantially in the following form and maybe, modified to suit the needs of a particular market:

**APPLICATION TO LEASE MARKET STALL/BOOTH**

\_\_\_\_\_  
Date

The Municipal Mayor  
Municipality of Mati  
Davao Oriental

Sir :

I, \_\_\_\_\_, \_\_\_\_\_ years old,  
Filipino Citizen, single/widow/widower/married to  
\_\_\_\_\_, and residing at  
\_\_\_\_\_, hereby apply for the lease of market stall/booth  
No. \_\_\_\_\_ Section of  
\_\_\_\_\_ Public Market.

Should the above-mentioned stall/booth be leased to me in accordance with the market rules and regulations, I promise to hold the same under the following conditions :

6. That, while I am occupying or leasing this stall/booth, I shall at all times have my picture and that of my helper (or those of my helpers) conveniently framed and hung-up conspicuously in this stall.
7. I shall keep the stall/booth at all times in good sanitary conditions and comply strictly with all sanitary and market rules and regulations now existing or which may hereafter be promulgated and that I shall make no changes in the design nor extension or expansion without prior of the lessor.
8. I shall religiously pay the corresponding rents for the stall/booth fees for the stall/booth, including business permit or license and taxes in the manner prescribed existing ordinances.
9. The business to be conducted in the stall/booth shall belong exclusively to me. In case I engage helpers, I shall never the less personally conduct my business and be present at the stall/booth. I shall promptly notify the market authorities of my absence giving my reason or reasons thereof.
10. That I shall place or sell dry goods or dry merchandise only in the space I shall occupy and no change in the nature of commodities for sale shall be made without the consent of the lessor;

11. I shall not lease/occupy more than one (1) stall/booth in a particular market nor shall not sell, lease, mortgage or transfer my rights privilege to the stall/booth or permit another person to conduct business therein.
12. That suspension of the operation of my business for a period of one (1) month in the portion leased shall be a conclusive evidence of abandonment and shall give right to the lessor the possession of the leased portion and transfer the same to another person in accordance with the existing ordinance.
13. Any violation on my part or on the part of my helpers of the forgoing conditions shall be sufficient cause for market authorities to cancel the contract of lease and take possession of my occupancy without further legal action.

Very Respectfully,

\_\_\_\_\_  
Applicant

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

\_\_\_\_\_  
Affiant

TIN - \_\_\_\_\_

SUBSCRIBED AND SWORN ME to before me in the Municipality of Mati, Davao Oriental, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, applicant affiant exhibited to me his/her Community Tax Certificate No. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
Official Title

That after the award of any stall/stalls or booth/booths, a Contract of Lease shall be executed by the Municipal Mayor and the Awardee, after payment of the required occupancy Fee. The said lease shall be for a period of two (2) years thereafter, unless sooner cancelled or revoke for cause.

The Contract of Lease shall be substantially in the following form and maybe modified to suit the needs of a particular market.

**CONTRACT OF LEASE**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ at Mati, Davao Oriental, Philippines, by and between:

MUNICIPALITY OF MATI, DAVAO ORIENTAL, a public corporation existing under and by virtue of the laws of the Philippines, represented in this act by its Municipal Mayor herein called the LESSOR:

- and -

\_\_\_\_\_, of legal age, single/married, Filipino Citizen and a resident of \_\_\_\_\_ Mati, Davao, Oriental, Philippines, herein called the LESSEE,

**WITNESSETH**

That the LESSEE is the awardee of stall No. \_\_\_\_\_ Section of the \_\_\_\_\_ Public Market during the Raffle of stalls conducted on \_\_\_\_\_, 19\_\_\_\_\_ at \_\_\_\_\_.

That the LESSOR hereby leases the aforesaid stall in favor of the LESSEE, subject to the following terms and conditions:

1. That the subject of this Contract of Lease is Block Tienda/Table/Stall/Space No. \_\_\_\_\_ located in \_\_\_\_\_ Building within the compound of \_\_\_\_\_;
2. That the LESSEE shall deposit the amount \_\_\_\_\_ equivalent to three (3) months rental as a result of the public building thereof or as fixed by the municipal ordinance to guaranty prompt payment of rentals, provided that the LESSOR refund the same to the LESSEE if the latter have no unpaid rentals upon termination of the lease;
3. That this Contract of Lease will terminate on \_\_\_\_\_ provided that all other conditions stipulated herein and provisions of applicable laws and ordinance shall have been complied with and the corresponding deposits and rentals are paid accordingly, subject to renewal upon termination for another year unless events and conditions obtaining at the time prevents its renewal;
4. That the LESSEE shall pay the corresponding rental for the stall/booth/block tienda/table/space at rates fixed by public building which shall be conducted every two (2) years or by existing Municipal Ordinance

- in advance, within the first ten (10) days of the month. Failure to pay on time, the LESSEE shall be imposed a surcharge of twenty five (25%) percent of the unpaid rental plus an interest of Two (2%) percent a month;
5. That the LESSEE shall keep the Block Tienda/Table/Stall/Space in good sanitary condition at all times and shall comply strictly with all sanitary laws and market rules and regulations now existing and which may hereafter or be promulgated;
  6. That the LESSEE while occupying the Block Tienda/Table/Stall/Space shall personally conduct his/her business and be present herein and shall at all times have his/her picture and that/those of his/her helper/helpers conveniently framed and hang conspicuously in the establishment;
  7. That the business to be conducted in the Block Tienda/Table/Stall/Space which shall belong exclusively to the LESSEE shall be in accordance with the sectioning and arrangement plan provided by the existing municipal ordinance. If the license and permit of the business conducted therein is in the name of another person other than the LESSEE the same shall be valid cause for the automatic termination of the lease;
  8. That the LESSEE is absolutely prohibited to sell or transfer his/her rights and/or privileges on the leased property and its premises or use the same as collateral or security of any loan of money or property;
  9. That the LESSEE shall not remove, construct or install any electrical wiring or plumbing fixtures on the leased property without prior written permit from the Market/Municipal Treasurer Administrator and approved by the Municipal Mayor/LESSOR;
  10. That the LESSEE shall not sell, store or keep combustible or highly inflammable materials, such as kerosene, gasoline, alcohol and other gas products or any other obnoxious substance which are dangerous to health or life;
  11. That all charges of water, power and gas consumption shall be for the account of the LESSOR;
  12. That the LESSEE shall not alter any structure or portion of the leased property nor make any extension thereof without written permission from the Market Administrator/Municipal Treasurer and approved by the Municipal Mayor/LESSOR; Any addition or extension made shall become property of the municipality;
  13. That the LESSEE shall not close his establishment or abandoned the leased property without prior notice at least five (5) days before closure or retirement of business or abandonment provided, that in case of death or incapacity of the LESSEE any heir or relative or in case of partnership, the surviving partner shall inform the LESSOR within (10) days following the occurrence of the even for appropriate action;
  14. That the LESSEE shall not utilize the leased property or its premises or portion thereof as a residence or for dwelling purposes nor use the same for the shelter of animals;
  15. That the LESSOR or its duly authorized representative shall be allowed at all seasonable and reasonable time to enter upon and examine the leased

- property and its premises to enforce the provisions of this contract and to make repairs to keep the same suitable for use for which it has been leased and for the preservation thereof, provided, that the cost of repair on damages or destruction of the leased property caused by the negligence, carelessness or lack of foresight of the LESSEE shall be charged against the latter. Furthermore, the LESSOR shall not be liable for any damage or injury or loss of any merchandise on the leased property however caused;
16. That the LESSOR hereby warrants the LESSEE shall peaceably hold and enjoy the use of the leased property during the lifetime of this contract;
  17. That in case of breach by the LESSEE or any of the terms or conditions stipulated in this contract, the LESSOR may, while the breach or default continues and notwithstanding any waiver of any prior breach of conditions, without notice or demand, enter upon the leased property and thereby inform the LESSEE of the termination of this contract and direct him/her to vacate and remove his /her merchandise and other properties ; or the LESSOR shall cause its removal but charge the cost thereof to the LESSEE; and
  18. That the LESSEE shall include his/her executors, administrators, legal representatives or assigns and the terms, conditions, covenants, stipulations and agreements of this contract shall be binding upon and/or insure to the benefit of the persons so embodied in said terms as enumerated above.
  19. That the expenses for the preparation, its documentation and notarization shall be borne by the LESSEE.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at Mati Davao Oriental, Philippines.

MUNICIPALITY OF MATI  
Lessor

By:

\_\_\_\_\_  
Stallholder/Lessee

\_\_\_\_\_  
Municipal Mayor

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
(Print Name) AND \_\_\_\_\_  
(Print Name)



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
MUNICIPALITY OF MATI                    ) S.S.  
DAVAO ORIENTAL                            )

BEFORE ME, a Notary Public, for and in the Municipality of Mati, Davao Oriental, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ personally appeared Municipal Mayor, represented by the Municipal Treasurer, \_\_\_\_\_, with Community Tax Certificate No. \_\_\_\_\_ issued at Mati, Davao Oriental on \_\_\_\_\_, 19 \_\_\_\_\_; both known to me to be the same persons who executed the foregoing instrument and they acknowledged the same is their free act and voluntary deed.

This instrument consist of \_\_\_\_\_ (\_\_\_\_\_) pages, including this page on which this acknowledgement is written, each and every page hereof, having been signed by the parties and their instrumental witnesses.

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

\_\_\_\_\_  
Notary Public

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

4. Applicants who are Filipino citizens shall have preference in the lease of public market stalls. If on the last day set for filing applications, there is no application from a Filipino Citizen, the posting of a Notice of Vacancy prescribed above shall be repeated for another ten (10) days period. If after the expiration of that period there is still no Filipino applicant, the stall affected maybe lease to any alien applicant who filed his application first. If there are several alien applicants of the said stall, the adjudication of the stall shall be made thru drawing of the lots or bidding of the rates thereof to be conducted by the Market Committee.

In case there is only one Filipino applicant, the stall applied for shall be adjudicated to him. If there are several Filipino applicants for the same stall, adjudication of the stall shall be made thru drawing of lots to be conducted by the Market Committee on the date and hour specified in the notice. The result of the drawing of lots shall be reported immediately by the Committee to the Municipal Treasurer concerned for appropriate action.

5. The successful applicant shall furnish the Municipal Treasurer two (2) copies of his/her picture immediately after the award of lease. It shall be the duty of the Municipal Treasurer to affix one (1) copy of the picture to the application and the other copy to the record for that purpose.
6. Any applicant who is not satisfied with the adjudication made by the Municipal Treasurer or Market Committee of the stall applied for, may file an appeal to the Secretary of Finance through the Municipal Mayor who may submit such appeal with his comment and recommendation as he may desire to make on the matter. The decision of the Secretary of Finance in such cases shall be final.

**SECTION 14. VACANCY OF THE STALL BEFORE THE EXPIRATION OF THE LEASE.** If for any reason, a stallholder or lessee discontinues or is required to discontinue his business before his lease contract thereafter shall be disposed of in the manner herein prescribed.

**SECTION 15. LESSEE SHALL PERSONALLY ADMINISTER HIS/HER STALL OR BOOTH.** Any person who has been awarded a right to lease a market stall in accordance with the provisions of this code shall occupy, administer and be present personally at his/her stall/booth. Helper/s to be employed to the stallholder may include his/her spouse, parents and children, shall be registered with the Market Supervisor conformably with the latter's form.

No awardee of the Lessee of Market Stall/Booth shall sub-lease the same nor shall any privilege acquired by sold. A helper found selling in the latter's stall/booth is prima facie outright revocation of the lease by the Municipal Mayor.

**SECTION 16. PARTNERSHIP WITH STALLHOLDER.** A market stallholder who enters into business partnership with any party, after he has acquired the right to lease such stall/booth have no authority to transfer his partner or partners the right to occupy the stall. Provided, however, that in case of death or any legal disability of such stallholder to continue in his business, the surviving partner maybe authorized to continue occupying the stall/booth for a period of not exceeding sixty (60) days within which to wind the business of the partnership. If the surviving partner is otherwise qualified to occupy a market stall/booth under the provisions hereof and the spouse, parent/s, son/s, daughter/s of the deceased is not applying for the stall, he shall be given the preference to continue occupying the stall/booth concerned if he applied thereof.

**SECTION 17. DUMMIES, SUB-LEASE OF STALLS.** In any case where the person registered to be the holder or lessee of a stall in the public market, is found to be not the person who is actually occupying said stall, the lease of such stall shall be cancelled, if upon investigation such stallholder shall be found to have sub-leased his stall to another person to have convinced with such person so that the latter for any reason, be able to occupy the said stall.

**SECTION 18. RESPONSIBILITY FOR MARKET ADMINISTRATION.** The municipal Mayor shall exercise direct and immediate supervision and control over the municipal public market and personal thereof, including those whose duties concern the maintenance and unkeep of the market and market premises, in accordance with existing ordinance and other pertinent rules and regulations.

**SECTION 19. DEATH OF LEASEE; SUCCESSION.** If an adjudicated regular stallholder dies, or become physically incapacitated permanently for work, the surviving spouse, if living together, may succeed and adjudicated stallholder in the occupancy of the stall/booth thereof. Provided however, that the stallholder leaves no spouse, or if the spouse left is physically incapacitated, the eldest legitimate son or daughter, as the case maybe, upon whom devolves the support of the family of the deceased or incapacitated stallholder, may succeed to the stall adjudicated, provided further, that in case of succession, such spouse, son or daughter is a citizen of the Philippines or not otherwise disqualified to apply for such stall/booth.

**SECTION 20. LIMITATIONS.**

- a) Any stallholder, transient or ambulant vendor shall not be allowed to lease or occupy more than one (1) stall/booth/space. However, he/she may be allowed one (1) more stall/booth/space in another market, but in no case, shall he/she be allowed to lease or occupy more than a maximum of two (2) stalls/booth/spaces in the entire Municipality of Mati.

It shall be the duty of the Market Supervisor and the Market Operation Officer of their authorized representatives to see to it that this limitation is strictly observed. Any act of discovered or found to be in violation of this limitation, shall immediately be reported to the Municipal Mayor.

- b) No stallholder/person in the Municipal Public Markets shall construct, repair, renovate or undertake any kind of construction of stall/booth without first securing a permit thereof in writing from the Municipal Administrator. Stall/booth constructed/repared or renovated, in violation of this section, may summarily be removed or destroyed by the Municipal Treasurer/Market Supervisor/Market Operations Officer on his agent and/or employee.

**SECTION 21. APPEAL.** Any applicant, who is not satisfied with the adjudication made by the Market Committee of the stall/booth applied for him, may file with the Municipal Mayor, through the Municipal Treasurer, an appeal there from and

the decision of the Municipal Mayor shall become final after a lapse of fifteen (15) days.

**SECTIO 22. MARKET HOURS.** All public market shall be opened from 2:00 a.m. daily. However, this provision shall be observed with maximum tolerance under meritorious case.

**SECTION 23. LOSSES/ DAMAGES/ INJURY OF STALLHOLDER/ REPRESENTATIVE.** The Municipal Government shall not be responsible for any loss or damage or injury which stallholders or any representative incur in the public market by reason of fire, theft or force majeure, or by reason of their business operation. Any merchandise, goods, wares or commodities left in the public market after closure after closure time shall be at the risk of the stallholders. It shall, however, be the duty of the Market Supervisor and his subordinates, particularly, the security personnel, to exercise outmost vigilance and care to prevent any loss in the public market and, for this purpose, the Market supervisor and his subordinates shall have authority to apprehend and turn over to the Police any person or persons caught stealing or committing any offense to the public markets.

**SECTION 24. ABANDONED STALL/ARTICLES.** Any stall/booth in any public market which has been closed for thirty (30) consecutive days shall be considered abandoned and the lease to such stall/booth shall be automatically revoked by the Municipal Mayor.

Any article abandoned in any public market in violation of any provisions of this code shall be deemed a nuisance and it shall be the duty of the Market Operation Officer and his subordinates to take custody thereof. In case the articles are claimed within twenty-four (24) hours thereafter, they shall be returned to their owners upon payment of actual expenses incurred in their safekeeping unless, they have so deteriorized as to constitute a menace to public health, in which case, they shall be disposed of in the manner directed by the Municipal Mayor, who may also, at his discretion, cause the criminal prosecution of the guilty party or merely warn him/her against future violations. If the articles have not deteriorized and are not claimed within the time herein fixed, said article/articles shall be sold at public auction and the proceeds thereof disposed of in accordance with law.

**SECTION 25. PEDDLING AND HAWKING.** No person shall peddle, hawk, sell, offer or expose for sale any article in the passageway or aisles used by purchasers in any Municipal Markets.

To avoid unjust competition, peddlers or hawkers, especially of fish, meat and/or vegetable, shall not be permitted to offer for sale within a radius of 100 meters from the public market premises or expose for sale in the stalls, or booths of said markets, neither shall they be permitted to expose or sell merchandise or sidewalks, courts (patios) or places designed and/or intended for the passage of the public to the Municipal Markets. Market officials and personnel and

policemen detailed in the vicinity of the public market shall exercise strict vigilance on this matter and are hereby enjoined to strictly comply with these provisions.

**SECTION 26. LOAFING, SLEEPING, LOITERING, BEGGING AND THE LIKE.**

No person, not having lawful business in or about any Municipal Market shall idly sit, sleep, lounge, walk or lie in or about the premises of the same, nor shall any person beg or solicit alms or contribution of any kind in the Municipal Market, nor shall any person abet mendicancy by giving alms directly to mendicants in any Municipal Market. Nor shall any market vendor, store owner or any person sleep inside the public market during night time.

No person shall annoy or obstruct market employees in the discharge of their duties, nor shall parents allow their children to play in or around the stalls or booths in the market premises.

Gambling or any game of chance shall be strictly prohibited within the premises of the market.

**SECTION 27. INTOXICATING DRINKS, DISPENSING AND SERVING OF.**

No person shall drink, serve or dispense liquor or any intoxicating drink within the premises of the Municipal Market. Any violation thereof, shall subject the offender to the penal provisions of this Code and his or her lease award shall at once be revoked.

**SECTION 28. WEIGHTS AND MEASURES.**

Any stallholder found violating the provisions of this Ordinance regarding weights and measures shall, for the first offense, be required to correct any deficiency of said weights/measure, severely warned and/or reprimanded and, for the second offense, his/her stall/booth lease shall be cancelled/revoked, and shall be evicted from the stall/booth and be perpetually barred from applying for, leasing and/or occupying any stall/booth in any public market owned and/or operated by the Municipality, for which a blacklist shall be prepared. These sanctions shall be in addition to the penalties imposed in this code, at the discretion of the Court.

**SECTION 29. LOOSE ANIMALS.**

No dogs or other animals shall be left astray in any municipal market. The Market Supervisor or his authorized representatives are hereby empowered to seize such astray animals and impound them in the Municipal Pound.

**SECTION 30. REMOVAL OF CONSTRUCTION AND ALTERATION OF STALL/BOOTH.**

No lease shall remove, construct or alter the original structure of any stall/booth or electrical wiring or water connection without prior written permit from the Municipal Mayor as recommended by the Municipal Engineer nor shall any person construct or cause the change in the appearance of the Mati Public Market without the approval of the Sangguniang Bayan. Any illegal construction or extension in the original public market building which does

not conform to the market development plan shall be demolished at the expense of the owner or the occupant thereof.

**SECTION 31. REVOCATION OF LEASE.** Failure to pay the rental fee within the first twenty (20) days of the month, in case of monthly payment or for five (5) consecutive days, in case of daily payments (arkabala), shall be sufficient cause for the revocation of the lease, and/or for the ejection of the stallholder from his/her stall//booth or space, in accordance with the law on due process.

**SECTION 32. EJECTED STALLHOLDERS, DISQUALIFIED TO PARTICIPATE IN THE DRAWING OF LOTS.** Should a stallholder be ejected from his/her stall/booth for cause, as provided in this Ordinance, he/she shall be absolutely disqualified from filing another application for the lease of said booth or any other stall/booth in any public market of the Municipality.

**SECTION 33. PROHIBITIONS.**

- a) The peddling or sale outside the public market site or premises of foodstuffs which easily deteriorate like fish and meat is hereby prohibited; and
- b) In no case shall anyone, stallholders or outsider/s convert the stall/booth or any portion of the market premises into temporary or permanent dwelling place where they eat, sleep and use the public toilets and baths as their own.

Any violation of this specific provision shall subject the violator thereof to the penal provisions of this ordinance, in addition to summary ejection from the market premises, if the violator is a stallholder and that his/her stall/booth shall be considered vacant, raffled and awarded to deserving applicants conformably with the Ordinance.

**MAINTENANCE OF THE MUNICIPAL PUBLIC MARKET**

The following provisions for the maintenance of the municipal public market shall be carefully and strictly observed.

**SECTION 34. CLEANING OF MARKET PREMISES.** The Market Supervisor shall see to it that the market is always clean and in an excellent sanitary condition, including the aisles, divisions, stalls, floors, walls, and equipment as well as the whole tract of land belonging to the market. The cleaning of the market premises should be done before the buyers start coming into the market. The market building and ground should at all times be kept free from garbage and rubbish.

**SECTION 35. PUBLIC TOILETS AND WASHING FACILITIES.** Every public market shall be provided with toilets with two compartments, one for men and another for women, and shall be kept at all times in excellent and sanitary

condition. Toilets as well as the necessary and adequate washing facilities must be located near the market to enable customers to clean up. For the maintenance of the same a toilet user fee of fifty (0.50) centavos is hereby charged per person, except children below seven years of age or senior citizens above sixty years of age, for every use of the said toilet. For this purpose, the Municipal Treasurer may adopt the HONOR SYSTEM or assign personnel for the collection of the said fee.

**SECTION 36. GENERAL LIGHTING FACILITIES.** Adequate general lighting facilities shall be provided in the markets. However, stallholders shall provide their own light in their respective stalls at their own expense, subject to existing regulations.

**SECTION 37. GARBAGE RECEPTACLES.** All markets shall be provided with receptacles of the fly and rat-proof type for the collection of garbage and rubbish, the receptacles shall be placed in the most conspicuous and convenient places in the market. All vendors and individual stallholders shall provide themselves with their own receptacles with cover in order to avoid littering in their premises. No stallholders or other persons shall place refuse/waste/garbage on the floor, stalls or in any place other than the garbage receptacles. It is likewise prohibited to throw garbage behind the municipal slaughter house, market public toilet and the fish section building up to the edge of the commercial building.

**SECTION 38. COOKED/RAW FOODS PROTECTION FROM CONTAMINATIONS.** Cooked foods should be served hot and at all times protected from contamination by flies and other insects and dirt. Likewise, raw foods, such as beef, fish etc. shall at all times be protected from flies and other insects.

**SECTION 39. CONSTRUCTION/CARE OF STALLS/BOOTH, TABLES AND OTHER FIXTURES.** All foods shall be sold from stalls, booths, tables or fixtures made of or constructed according to places or designs approved by the Municipal Engineer and the Municipal Health Officer. All fixtures should be scrubbed nightly and their surfaces kept smooth always so that food or particles thereof will not lodge in cracks or in rough places to decompose.

**SECTION 40. CLEANING OF STALLS/BOOTH OR SPACE AT THE END OF THE BUSINESS DAY.** At the close of each business day and before leaving stallholders. They shall also remove all dirty materials and place rubbish and garbage in containers placed for the purpose in the market.

**SECTION 41. ABANDONMENT OF PERISHABLE GOODS.** Leaving of discarded or unsold highly perishable goods, such as meat, fish and other sea foods in the stall or in any place within the market premises shall be unlawful and in any person found to have abandoned such goods in or about the stalls shall be

liable under the penal provisions of this code without prejudice to the revocation of the lease if the person is a stallholder.

**SECTION 42. POSTING OF RULES AND REGULATIONS.** The Market Supervisor shall post in each public market the rules and regulations in English or Pilipino or Cebuana concerning the sanitation and good order in the public markets, the manner of leasing of stalls therein, the privilege and obligations of stallholders and such other rules and regulations as he may deem necessary in the operation and maintenance of the public market. He shall furnish such stallholders with a copy in English or Pilipino or Cebuano of the rules and regulations herein mentioned.

**SECTION 43. APPLICABILITY CLAUSE.** Existing laws, ordinances, rules and regulations to the public market and its premises are hereby adopted as part of the Article.

**SECTION 44. PENALTY.** Any violation of the provisions of this Article shall be punished by a fine of not less than Five Hundred (P500.00) Pesos but not exceeding One Thousand (P1000.00) Pesos, or imprisonment of not less than one (1) month but not exceeding six (6) months, or both, at the discretion of the Court.

#### PUBIC SLAUGTHERHOUSE

**SECTION 45. SLAUGTHERHOUSE FEES.** There shall be collected fees for the slaughter of animals and the use of corals in accordance with the provisions of this chapter at the slaughterhouse operated by the Municipal Government.

**SECTION 46. PERMIT FEE TO SLAUGTHER.** Before any animal is slaughtered, a permit thereof shall first be secured from the Municipal Health Officer or his duly authorized representative, who will determine whether the animal or fowl is fit for human consumption, through the Municipal Treasurer upon payment of the corresponding fee, as follows:

<u>For Public Consumption</u>	<u>PERMIT FEES</u>
Large Cattle	25.00 per head
Hogs	10.00 per head
Goats/Sheep	5.00 per head
Others	5.00 per head
<u>For Home Consumption</u>	
Large Cattle	15.00 per head
Hogs	5.00 per head
Goats/Sheep and all others	2.00 per head
Others	2.00 per head



**SECTION 47. SLAUGHTER FEE.** For the use and services of the municipal slaughterhouse a slaughter fee shall be collected by the Municipal Treasurer, as follows:

For Public Consumption

Large Cattle	P 0.25 per kilo
Hogs	0.25 per kilo
Goats/Sheep	0.15 per kilo
Others	0.10 per kilo

For Home Consumption

Large Cattle	0.15 per kilo
Hogs	0.10 per kilo
Goats/Sheep	0.10 per kilo
Others	0.10 per kilo

**SECTION 48. DELIVERY FEE/CHARGE.** All carcasses and meat products of animals slaughtered at the municipal slaughterhouse shall be delivered to the respective market outlets or wholesaler outlet, through the accredited Meat Delivery Van, if available, and the corresponding Delivery Fee/Charge collected by the Municipal Treasurer, as follows:

Large Cattle	P 30.00 per head
Hogs	20.00 per head
Goats/Sheep and all others	15.00 per head
Chicken and Fowls	0.15 per head

**SECTION 49. PLACE OF SLAUGHTER.** The slaughter of any kind of animal for sale to, or consumption of, the public shall be done only in the slaughterhouse unless otherwise authorized by the Municipal Government. The slaughter of animals intended for home consumption maybe done elsewhere; provided, that the animals slaughtered shall not be sold or offered for sale.

**SECTION 50. REQUIREMENTS FOR THE ISSUANCE OF A PRAMIT FOR THE SLAUGHTER OF LARGE CATTLE.**

Upon issuance of the permit required in Section 47 of this Article, large cattle shall be slaughtered at the Municipal Slaughter House or any other place as maybe authorized in the Local Ordinance. Before issuing a permit for the slaughter of large cattle, the treasurer or his representative shall require for branded title in the name of the person applying for the permit, if he is not the original owner.

If the applicant is not the original owner and there is no certificate of transfer made in his favor, one such certificate shall be issued and the corresponding fee collected thereof. For the unbranded cattle that have not yet reached the required age of branding, the Treasurer or his representative shall require such evidence as will be satisfactory to him regarding the ownership of

the animal for which permit to slaughter has been requested. For unbranded cattle of the required age, the necessary owners and transfer certificate shall be issued and the corresponding fees collected thereof before the permit is granted.

**SECTION 51. CORRAL FEES.** Fees at the rate not exceeding those herein fixed, per day or fraction thereof shall be collected by the Municipal Treasure for the animals to be slaughtered which are deposited and kept in corrals owned by the Municipality, as follows:

Large Cattle	P 2.00 per head
Hogs	1.00 per head
Goats/Sheep and all others	0.50 per head
Chicken/and Fowls	0.50 per head

### PENAL PROVISIONS

**SECTION 52. SURCHARGES.** Any person occupying or using as space in the public market without first paying the fees herein above provided, shall be subject to the payment of market fees in an amount equivalent to three times the regular rate fixed for the space occupied. Any person occupying more space that what is duly leased to him shall pay double the regular rate for such extra space and shall removed any authorized extension made, if there be any, and any person who fails to pay the monthly rent within the time fixed herein shall pay a penalty of twenty-five percent (25%) of the rent due plus annual interest upon the unpaid rent/fee at the rate of two percent (2%) per month from the due date until fully paid.

**SECTION 53. FINES/IMPRISONMENT.** Any violation of this Article, shall be penalized with a fine of not exceeding One Thousand (P1,000.00) Pesos or imprisonment of not more than six (6) month , or both at the discretion of the court.

**SECTION 54. CANCELLATION OF LEASE RIGHTS AND EJECTMENT.** Likewise, any stallholder who fails to pay the monthly or daily fees herein prescribed and such other regulatory fees, mandated by other laws or ordinances or violates any provision of this Article shall be sufficient cause for the revocation of his/her lease right and his/her ejectment from the stall/booth or space so occupied. The revocation or cancellation of such lease right maybe effected by the Municipal Mayor, after observance of due process.

**SECTION 55. EXEMPTION.** Nothing in this Article shall be construed or interpreted to exempt any stall/booth holder, block tienda, store owner or any ambulant or transient vendor from complying with all the requirements for the payment of the business taxes, Mayor's Permit, health and safety and other rules and regulations except marginal ambulant or transient vendors doing business within the public market premises with a sales volume of not exceeding P500.00 a day and have paid the market fees and those specifically exempted by law or this Ordinance.

## **CHAPTER VIII – MUNICIPAL WATERS AND FISHERY RENTALS**

### **ARTICLE 40. - RENTAL FEE FOR USE OF MUNICIPAL WATER FOR LOG POND AND OTHER PURPOSES -**

**SECTION 1. RENTAL FEE.** There is hereby imposed an annual rental fee for use of municipal waters as log ponds within the territorial jurisdiction of the Municipality at ten centavos (0.10) per square meter of the area occupied.

**SECTION 2. APPLICATION TO RENT.** Before using a portion of the Municipal Waters, the person, partnership or corporation concerned shall file an application with the Municipal Mayor to rent the space to be occupied, subject to the favorable recommendation of the Municipal Planning and Development Officer and the Municipal Engineer who shall determine the area to be occupied as log pond and the amount corresponding rental computed in accordance with the rate of tax provided in Section 1 thereof.

**SECTION 3. RENTAL FEE TO WHOM PAID.** The rental should be paid to the Office of the Municipal Treasurer. The fee shall be paid by the month and in advance within the first ten days thereof.

A period less than one month shall be considered one full month in the computation of the monthly rent.

**SECTION 4. PROHIBITION OF SUBLEASE.** The lessee of the Municipal Waters as log pond shall in no case subleased the space leased to him.

**SECTION 5. PENAL PROVISIONS.** Failure to pay the rental due within the time specified in Section 4 above, shall render the person, partnership or corporation liable to a surcharge of twenty-five percent (25%) of the rental due plus an interest of two percent (2%) per month in the amount due until the tax fully paid. The contract in the use of the water space may also be revoked.

### **ARTICLE 41. - FISHERY RENTALS OR FEES -**

**SECTION 1. ORIGIN.** This Article incorporates and shall be enforced in consonance with all the laws, decrees, orders, rules and regulations of fishing and/or fisheries already promulgated regarding the matter, and to accelerate and/or promote the integrated development of fishing industry and to keep the fishery resources of the municipality in optimum productive condition through proper conservation and protection.