



Republic of the Philippines  
**SANGGUNIANG PANLUNGSOD**  
City Government of Naga

ORDINANCE NO. 2024-020  
VVVVVVVVVVVVVVVVVVVVVVVVVV

AN ORDINANCE COVERING THE RULES AND REGULATIONS IN THE OPERATION OF PACOL, SAN ISIDRO, AND OTHER SATELLITE/PUBLIC MARKETS THAT WILL BE MANAGED BY THE CITY OF NAGA:-

Sponsor: Hon. Salvador M. del Castillo

## CHAPTER 1. GENERAL PROVISIONS

**Section 1. Title.** This ordinance shall be known as the Naga City Satellite/Public Market Ordinance 2024.

**Section 2. Coverage.** Provisions of this ordinance shall govern the administration and operation of the City Government owned and managed satellite/public markets and the imposition and the collection of market rental and fees for occupancy thereof.

**Section 3. Definition of Terms.** Whenever used in this ordinance, the following terms shall mean:

- a. Agri-chemicals - refer to substances or products that are used in agriculture to enhance crop production, control pests and diseases, and improve the overall health and quality of plants, which includes fertilizers, pesticides, herbicides, insecticides, fungicides, rodenticides, growth regulators, animal medications, vitamins, supplements, and the like.
- b. Ambulant/Transient or itinerant vendors - are those vendors who sell their merchandise by moving from one place to another and are not occupying a permanent stall or space in the public market.
- c. Animal feeds - refers to various types of food and nutritional products that are available for purchase specifically intended for animals, including dry feeds like pellets, grains, seeds, and kibbles; wet feeds or canned feeds; animal supplements; and animal treats and snacks.
- d. Auction - refers to the regulated process wherein applicants bid competitively to secure the right to operate a stall in the public market.
- e. Bagsakan - refers to an open area which serves as a service landing area for goods in bulk delivered by suppliers and producers for wholesale purposes.
- f. Committee - refers to the Market Committee.
- g. Carenderia/Eatery - refers to any public eating-place where pre-cooked foods are served and sold.
- h. Charge - refers to a pecuniary liability imposed against property and person in the form of rent or fee.
- i. Dealer - means one whose business is to buy and sell merchandise, goods, and chattels as a merchant. He stands immediately between the producer or manufacturer and the consumer and depends for his profit not upon the labor he bestows upon his commodities but upon the skill and foresight with which he watches the market.
- j. Direct heir - refers to the legal spouse, legitimate child/ren, and biological/adoptive parents of the stallholder.



- k. Dry Goods - refers to all kinds of textiles, ready-made dresses and apparel, novelties, shoes and sandals, laces, slippers and flip-flops, handbags, and supplies of the same nature.
- l. Extension Area - refers to an area utilized by the stall/space holder to display their goods or service to its customer beyond the original area covered by the lease.
- m. General Merchandise - refers to a wide range of consumer products which typically includes various categories such as electronics, appliances, furniture, toys, and housewares which specifically refers to items used within a household and encompasses products like kitchenware, cookware, tableware, cleaning supplies, plastic wares, home decor, storage solutions, and other essential items for the home.
- n. Goodwill - referred to herein as the equivalent amount considered to be the cost of each of these stalls of the public market if and when such stalls are to be transferred for the last and only time to its present occupant or its final occupant.
- o. Grains - refers to rice, corn, and other marketable and consumable grains.
- p. Groceries - refer to a wide range of food-related products that are available for purchase including canned and jarred food items; non-perishable dry form of food items like pasta, boxed cereal, flour, sugar, and the like; condiments and seasonings including cooking oil, vinegar, spices, herbs, ketchup, mayonnaise, salt, pepper, sauces, dressings, marinades and the like; dairy and non-dairy products including milk, cheese, yogurt, butter, margarine, plant-based milk alternatives, and dairy-based spreads; snacks and confectionery including chips, crackers, cookies, chocolates, candies, nuts, popcorn, and other similar treats; bottled, canned, and powdered beverages including bottled water, soft drinks, juices, tea, coffee, energy drinks, sports drinks, and the like; packaged baked products including sliced breads, rolls, pastries, and the like; packaged and canned meals; baking supplies; frozen processed foods including hotdogs, tocino, skinless longganisa, and other meat, fish, and vegetable-based frozen processed food, fishballs, squidballs, kikiyam, and related products; tobacco products and alcoholic beverages.
- q. Lease - refers to a written agreement through which the City of Naga conveys possession and occupancy for a specified period and for a specified rent of any portion of its market buildings or spaces to another person who binds and accepts the same.
- r. Lessee - refers to a person having his/her possession, a duly executed contract of lease for a special rental granted in his/her favor by the City of Naga.
- s. Lessor - refers to the City of Naga or its authorized representative who transfers, conveys, and assigns the temporary possession and occupancy of any real property or any portion thereof for a specified rental and period by an agreement or contract of lease.

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- t. License or Permit - refers to a privilege or permission granted in accordance with law or ordinance by a competent authority to engage in some businesses, occupations, or transactions.
- u. Market Premises - refers to any space in the market compound, including the bare ground not covered by market buildings.
- v. Market Sections - refers to classified stalls and spaces selling the same nature and kind of goods and services in a specified area.
- w. Market Stalls - refers to any specified and assigned area or booth in the public market where merchandise or services are sold or offered.
- x. Peddler - refers to a person who, either for himself or on commission travels from one place to another in order to sell his goods.
- y. Pharmacy/drugstore - refers to a retail establishment where prescription and over-the-counter medications, as well as other health-related products, are dispensed and sold to customers under the supervision of licensed pharmacists.
- z. Public Market - refers to any space, building, or structure of any kind owned and/or operated by the City of Naga, constructed for the purpose of providing space and/or stalls where goods of any kind and services may be sold or offered.
- aa. Rental Fee - means a charge fixed by law or agency in the form of money or otherwise for the enjoyment or use of a thing.
- bb. Sari-Sari - refers to a range of perishable agricultural products that are in their natural, unprocessed state, which typically includes fruits, vegetables, root crops, herbs, and other plant-based food items, also including coconut grating and grinding services.
- cc. Stallholders - refers to those who have been granted the permission or privilege to use a stall or booth, where they can display and sell their goods and pay rentals thereon.
- dd. Support Facilities - refers to service areas provided to support operations of the market, including the bagsakan, waste collection station, poultry dressing area, ice and cold storage facilities, warehouse and storage rooms, toilets, parking area, slaughterhouses, and trading posts.
- ee. Transfer Fee - refers to a fee charged when transferring the stall award or leasehold rights of a stall or commercial space within the market from within the immediate family members between direct heirs as herein defined.
- ff. Vendor - refers to a person who sells goods, commodities, or foodstuff.

## CHAPTER 2 - MARKET COMMITTEE

**Section 4. Creation.** For the attainment of the objectives provided for by this ordinance, a committee is hereby created, which shall henceforth be known as the Market Committee.



**Section 5. Composition.** The Committee shall be composed of the following:

Chairman:	City Administrator
Vice Chairman:	SP Chairman on Market Affairs
Members:	President of Market Vendors Association
	City Treasurer
	City Legal Officer

**Section 6. Establishment of Market Committee Secretariat and Resource Person.** The Market Enterprise and Promotions Office shall serve as the secretariat of the committee. It shall be headed by the Market Superintendent. Its duties shall include record-keeping, preparation of meeting agenda, and providing administrative support to the committee. The punong barangay where the satellite market is located shall act as the resource person, providing insights, guidance, and necessary information related to the public market. The resource person is expected to contribute perspective at the barangay level, address concerns, and collaborate with the committee to enhance market operations.

**Section 7. Power and Functions.**

- a. Conduct the drawing of lots and opening bids in connection with the adjudication of vacant or newly constructed stalls or booths in the satellite/public market and award market stalls to qualified parties.
- b. Formulate policies, rules, and regulations for market operations and administration.
- c. Conduct periodic reviews of city market operations.
- d. Determine and fix market rates and fees at all levels in order to render market operations economically viable and self-reliant.
- e. Hear and settle grievances arising out of market operations and administration.

**Section 8. Meetings.** The Market Committee shall meet quarterly. In the event that there are urgent issues to be resolved, the Committee can convene at the call of the Chairman on any day, provided that a Notice of Meeting is sent to the members at least two (2) days before such meeting. The proceedings in every meeting must be fully documented, and a copy shall be furnished to each member not later than five (5) working days after each meeting is held.

**CHAPTER 3. SUPERVISION, ADMINISTRATION & ENFORCEMENT  
OF RULES AND REGULATIONS.**

**Section 9. General Supervision and Control.** The City Mayor shall exercise general supervision, administration, and control over the operations of satellite/public markets and the personnel complement assigned therein, including those whose duties concern the maintenance, upkeep of sanitation, and the peace and order in the market premises in accordance with laws, rules, and regulations of public market and ordinances pertaining thereto.



**Section 10. Immediate and Direct Supervision.** The Market Superintendent of the Market Enterprise and Promotions Office (MEPO) shall exercise immediate and direct supervision and control over the operation of the City Government-managed satellite/public markets and shall enforce all ordinances and regulations in all matters relative to its operations and management.

**Section 11. Duties and Functions** - The Market Enterprise and Promotions Officer shall:

- a. Implement and execute the plans and policies of the Committee in the operation of the public market concerning sanitation, cleanliness, security, and order within the market premises.
- b. Supervise and evaluate the activities and performance of his subordinates, investigate all complaints relative thereto, and recommend to the City Mayor proper actions to be taken.
- c. Supervise, evaluate, and administer market properties, including the acquisition, maintenance, utilization, and disposal thereof.

#### **CHAPTER 4. MARKET RULES AND REGULATIONS**

**Section 12. Enforcement of Rules and Regulations** - The city Mayor, through the Market Enterprise and Promotions Office, shall have the authority to enforce and implement these market rules and regulations.

a. NO EXCESS POLICY - that extension of the stall shall not be allowed. Display of merchandise in excess of 1 foot (0.305 meters) outside the stall shall be considered "excess" and shall not be allowed.

b. ABANDONED ARTICLES/MERCHANDISE. Any article abandoned in the market in violation of any provisions of this ordinance shall be deemed a nuisance, and it shall be the duty of the Market Enterprise and Promotions Officer and his/her subordinates to take custody thereof. In case the articles are claimed within four (4) hours thereafter, they shall be returned to their owners upon payment of actual expenses incurred in their safekeeping unless they have so deteriorated as to constitute a menace to public health, in which case they shall be disposed of in the manner directed by the Market Enterprise and Promotions Officer, who may also, at his/her discretion, cause the criminal prosecution of the guilty party or merely warn him/her against future violation. If the articles have not deteriorated and are not claimed within the time herein fixed, said articles shall be sold at public auction and the proceeds thereof disposed of in accordance with law.

c. VENDOR'S HYGIENE IN PERSON. All market vendors/stallholders must be tidy in person and properly dressed and must have a health certificate and health card for food handlers attesting to his/her good health.

d. SANITATION ORDINANCE. All provisions of the city's sanitation ordinance, wherever applicable, shall be observed and enforced upon both satellite/public markets and all establishments therein and their respective vendors and personnel.



e. MEAT AND MEAT PRODUCTS. All meat and meat products shall be inspected pursuant to existing laws, ordinances, rules, and regulations before being sold at the satellite/public markets.

f. PROTECTION OF COOKED/RAW FOOD. Cooked food should be served hot and protected at all times from contamination by dirt, flies, and other insects. Likewise raw foods such as meats, fish etc., shall at all times be protected from contaminants which can make it unfit for human consumption. All kinds of food which require further cooking shall be wrapped, covered, and enclosed in containers to preserve their freshness and prevent contamination. All food shall be sold from stalls, tables, and booths made or constructed according to plans and designs approved by the City Government.

g. LESSEES OF STALLS. Any person who has been awarded the right to lease a market stall must occupy and manage such stall. Helper, however, may be employed, and such helper may include the stallholder's spouse, parents, children, or any person under his control and supervision. Such helper shall be registered with MEPO, which shall keep pertinent data of information including picture/s of such helper/s and must wear an ID indicating his designation.

h. PROPER DISPLAY OF MERCHANDISE. All items, commodities, or merchandise shall be displayed in the stall/s or market premises so as not to hamper, obstruct, or impede the passage or aisles and shall be organized and displayed in a manner which shall not hamper the cleaning of the market premises. No extensions of existing stalls of any kind or structure or make shall be allowed.

i. STORAGE AND REPACKING OF ARTICLES. The premises of the market or any stall shall not be used as bodegas or storage places and repacking of articles of stallholders or outsiders. Items which by necessity must be stored temporarily for short duration within the market premises may be allowed subject to the approval and strict regulation of the MEPO personnel.

j. FIRE PREVENTION. Fire extinguishers and other firefighting equipment must be placed in the strategic places of the satellite/public market premises. Every permanent stall must have its own fire extinguisher at the expense of the stallholder.

k. LOSSES/DAMAGES/INJURY TO STALLHOLDERS. The City Government shall not be responsible for any loss, damage, or injury to stallholders in the market by reason of fire, theft, and "force majeure" in the course of their business operation. Any merchandise, goods, wares, or commodities left in the market after closure time shall be at the risk and responsibility of the stallholder.

l. INFORMATION DISSEMINATION. The market shall be provided with a "public address system" with which to announce market rules and regulations and other vital information that must be known to the public. However, the Market Enterprise and Promotions Officer may post the market rules and regulations either in English, Filipino, or Bikol concerning sanitation, the obligations of stallholders and vendors, and all other rules and regulations affecting market operation and maintenance as he deems necessary under the circumstances. He shall furnish stallholders with a copy of such rules and regulations.

m. MARKET HOURS. The public market shall be opened from 5:00 am to 7:00 pm every day during the year. However, this

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provision may be observed with tolerance in meritorious cases and as need arises.

n. **LIMIT OF STALL/S AWARDED.** No person shall be awarded or allowed to lease more than one (1) stall. The person will include the family and its immediate members (the father, mother, husband/wife, and still dependent daughters and sons).

**Section 13. Business Permit Regulations.** No person shall be allowed to engage in any kind of business inside the satellite/public market or in the immediate premises thereof without first securing a business permit. All market vendors engaged in the business of food handling must secure a sanitary permit every year upon renewal of the business permit and a health certificate ID and health card in addition thereto. Food servers hired are also required to secure a Health Certificate and are mandated to attend the Food Handler's Seminar.

**Section 14. Prohibited Acts by market vendors in the conduct of business:**

- a. Selling of goods not designated in assigned areas.
- b. Unauthorized making of extensions of stalls beyond leased areas and/or utilizing pathways for display of goods.
- c. Short weighing and false measuring including tampering of standard weights and measures.
- d. Bringing motorcycles, bicycles, pushcarts, and the like inside the satellite/public market compound.
- e. Utilizing any of the stalls or market spaces as residences or living quarters.
- f. Littering, vandalism, improper use of comfort rooms, and non-observance and cooperation on cleanliness and orderliness.
- g. Selling or transferring the privilege to lease the stalls or spaces or permitting another person to conduct business therein.
- h. Sleeping inside the stalls making the same as sleeping quarters for the family and non-compliance with proper waste disposal.
- i. Cooking inside the stall or possession of cooking devices, except for food-related businesses such as carenderias and eateries, is prohibited.

**Section 15. Duties and Responsibilities of the Stallholder.**

- a. To secure a business permit and have it renewed upon expiration. The same must be conspicuously displayed at his stall for ready inspection.
- b. To keep his stall in good sanitary condition at all times by having two (2) garbage bins or receptacles of his own for biodegradable and non-biodegradable wastes.
- c. To pay promptly without demanding his market dues and other fees at the market office.  
In case of his failure to do so, he shall pay all fines and penalties accruing thereto.
- d. To present and have their weighing scales tested and sealed by MEPO personnel.

**Section 16. Fees for Testing and Sealing of Weights and Measures.** Every person, before using instruments of weights and







vacancy shall be written on cardboard, thick paper, or any suitable material and shall be in the following form:

**NOTICE**

Notice is hereby given that Stall No. \_\_\_\_\_ of the \_\_\_\_\_ Satellite/Public Market is vacant. Any person, 21 years of age or more and is not legally incapacitated, desiring to lease this stall, shall apply therefore on the prescribed form (copies may be obtained from MEPO during office hours and before 12:00 o'clock noon of \_\_\_\_\_, 2023).

The adjudication of market stalls shall be conducted by the Market Committee on \_\_\_\_\_ at \_\_\_\_\_ o'clock at the \_\_\_\_\_ Barangay Hall thru public auction/bidding and to the highest bidder. In case there is a tie, the adjudication shall be determined thru drawing of lots.

\_\_\_\_\_  
Market Enterprise and Promotions Office

An application fee of twenty pesos (P20.00) shall be collected from each applicant to cover the necessary administrative expenses.

c. Application for Lease.

1. The application shall be under oath. It shall be submitted to the Market Enterprise and Promotions Office by the applicant either in person or through his/her authorized representative;

2. It shall be the duty of MEPO to keep a registry book showing the names and addresses of all applicants for a stall, the number and description of the stall applied for, and the date and hour of the receipt of each application. It shall also be the duty of MEPO to acknowledge receipt of the application, setting forth therein the time and date of receipt thereof.

3. The application shall be substantially in the following form:

**APPLICATION TO LEASE THE MARKET STALL**

HIS HONOR  
The City Mayor City of Naga  
S I R :

I hereby apply under the following contract for the lease of market stall/booth No. \_\_\_\_\_ of the \_\_\_\_\_ Satellite/Public Market. I am \_\_\_\_\_ of age, \_\_\_\_\_ citizen, residing at \_\_\_\_\_.

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



That while I am occupying or leasing stall/booth (or these stalls/booths), I shall at all times have my picture and that of my helpers (or those of my helpers) conveniently framed and hung up conspicuously in the stall/booth.

I shall keep the stall/booth (or stalls/booths) at all times in good sanitary condition and comply strictly with all sanitary and market rules and regulations now existing or which may thereafter be promulgated.

I shall pay the corresponding rent for the stall/booth (or stalls/booths) or the fee for the stall/booth (or stalls/booths) in the same manner prescribed by existing ordinance.

The business to be conducted in the stall/booth shall belong exclusively to me.

In case I engaged helpers, I shall nevertheless 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 therefor.

I shall not sell or transfer my privilege to the stall/booth or otherwise permit another person to conduct business therein.

Any violation, on my part or on the part of my helpers of the foregoing conditions shall be sufficient cause for market authorities to cancel this contract.

Very truly yours,

AFFIANT

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

AFFIANT

TIN: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me in the City of Naga, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Applicant-affiant exhibiting to me his/her Community Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Official Title

4. Qualification of stallholders: Applicants who are residents of Naga City, of legal age, Filipino citizen shall have preference in the lease of public/satellite market stalls. If on the last day set for filing applications, there is no applicant who are residents of Naga City, the posting of the notice of Vacancy prescribed above shall be repeated for another ten day period. If after the expiration of



**Section 22. Lease Contract Agreement.** For every stall awarded, the successful applicant must sign a contract of lease and observe the terms and conditions set forth therein. Documentation shall be at the expense of the lessee. The Contract shall be in the following form:

**LEASE CONTRACT**

**KNOW ALL MEN BY THESE PRESENTS:**

This **LEASE CONTRACT**, entered into by and between the City of Naga, a public corporation existing by virtue of its charter (R.A. No. 305), as amended by Republic Act 7160 represented by (City Mayor), City Mayor, Filipino, of legal age, married and with official address at City Hall, City of Naga, hereinafter called the **LESSOR** and \_\_\_\_\_ likewise Filipino, of \_\_\_\_\_ legal age and a resident of \_\_\_\_\_, hereinafter referred to as the **LESSEE**.

**WITNESSETH**

That the LESSOR is the owner of the \_\_\_\_\_ (name of satellite/public market), located at \_\_\_\_\_ (location of satellite/public market), Naga City, while the LESSEE is leasing a Commercial Stall at Block No. \_\_\_\_\_ Stall No. \_\_\_\_\_, Section \_\_\_\_\_, \_\_\_\_\_ Floor containing an area of \_\_\_\_\_ Square Meters under a Lease Contract, which had already expired;

The LESSOR and the LESSEE herein agree to renew the said lease agreement under the following terms and conditions:

1. Unless an ordinance is passed by the City increasing the applicable lease rental, the LESSEE shall pay the LESSOR a monthly \_\_\_\_\_ rental amount of \_\_\_\_\_ (P \_\_\_\_\_) payable at the Office of the City Treasurer, Naga City, through the Market Enterprise and Promotions Office, on or before the **20<sup>th</sup> day of the current month without the necessity of demand**. Provided, that if the last day of the month falls on Saturday, Sunday or Holiday, the rental shall be paid on the next working day.
2. That upon execution of this contract (for New Awardees) the LESSEE shall pay the LESSOR the following:
  - a. One (1) Month Advance Rental, and
  - b. Deposit, in an amount equal to One (1) Month Rental.
3. Failure on the part of the LESSEE to pay the rental fee on or before the due date, the LESSEE shall pay to the LESSOR a **SURCHARGE of 25%** of the total rental due, plus **INTEREST** on the unpaid amount at the rate of **14% PER ANNUM** from the due date until the entire obligation is fully paid without prejudice to whatever action the LESSOR may take under the premises;
4. In case the LESSEE fails to pay at least Two (2) Months of Rental due on the leased premises, the advance rental and deposit paid



by the LESSEE at the inception of this contract shall automatically be applied as payment arrears. In addition, surcharges, interest, unpaid bills and damages shall be shouldered by the LESSEE. Further, this lease contract shall be deemed automatically terminated and cancelled without need of notice. In case of such default, the LESSEE herein authorizes the LESSOR, his agents or representatives:

- a. To take immediate possession of the leased premises ;
- b. To padlock the stall; and
- c. To auction the goods/merchandise found thereon and to apply the proceeds of the same to the rental delinquency and other taxes due the City.

In the event of sale thru public auction under the provisions of this paragraph, the LESSEE hereby waives the right to question the propriety/validity thereof, PROVIDED, that at least three (3) days prior to such auction sale, the LESSEE and the Federation of Stallholders had to be notified, and the same notice shall be posted in a conspicuous place at the Market Enterprise and Promotions Office.

5. The LESSEE shall be responsible for the improvement in the premises, subject to the supervision of the City Engineer, PROVIDED, that all construction/improvements thereat conforms to the plans and specifications provided for by the City engineer and/or approved by the City Mayor, PROVIDED FURTHER, that, no such construction, installation and/or works of whatever nature shall be done without first securing the express consent from the LESSOR, and at the termination of this contract, all such improvements shall belong to the LESSOR without any obligation on its part to reimburse the LESSEE;
6. The LESSEE shall use the leased premises exclusively for the following purpose, to wit \_\_\_\_\_ in conformity with the permit to operate/engage in business issued by the City. She/he shall display a copy of this Contract together with the duly approved Business Permit. It shall be the LESSEE's responsibility to maintain cleanliness and orderliness in the premises of his/her surroundings. In this regard, he/she shall not allow to conduct vending in front or outside of the stall nor place things or goods thereat ;
7. The LESSEE shall pay for and defray at his exclusive expenses, the consumption of water, electric light, telephone or other utility service in the leased premises ;
8. The LESSEE is prohibited to **SUB-LEASE, SELL, ASSIGN** or any manner **TRANSFER** or **INCUMBER** his right or lease over the leased premises or any portion thereof under any circumstance whatsoever, except to his/her parent, legitimate spouse, or son or daughter and upon proper application with and permission by the LESSOR. For the purpose of insuring compliance with this provision, the LESSEE shall be the person who shall actually and physically conduct business in the leased premises. If upon inspection by the LESSOR's MEPO or its representative for at least three (3) occasions the LESSEE or his/her parent, legitimate spouse, son/daughter were not the person actually and physically conducting business in the leased premises, the LESSEE shall be presumed to have transferred his/her right of lease over the

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premises in violation of this provision. In which case, the LESSEE

may, within three (3) days from receipt of notice, show proof to disprove this presumption by submitting to the LESSOR a Sworn Declaration under pain of perjury, that he/she has not in any manner transferred his/her right of lease over the premises.

In case the LESSEE is or will be unable to personally or through his/her immediate family conduct business in the leased premises for emergency or other reasons not in contravention of any provisions of this contract, the LESSEE shall secure prior written permission from the LESSOR, provided, however, that the duration of such incapability/absence shall not exceed **three (3) months**, regardless of whether continuous or not. In which case, the name of the person who shall conduct business in the leased premises for the duration of the LESSEE incapability/absence shall be registered with the LESSOR's MEPO.

9. That the leased premises shall be exclusively used for the purpose stipulated under paragraph 6 hereof, and in no case, shall such premises remain closed for a consecutive period of **fifteen (15) days**, nor for more than **sixty (60) days**, in a period of **one (1) year**.
10. Any contract, written or oral entered into by the LESSEE in violation of condition No. 8 hereof, shall be null and void. And this contract shall be automatically terminated/cancelled upon violation of such condition or any of the condition of this contract. Advance payment and deposit made in favor of the LESSOR are likewise deemed forfeited. Consequently, the LESSOR may summarily evict the illegal occupant including the herein LESSEE. For this purpose, the LESSOR is hereby authorized by the LESSEE to take immediate physical and actual possession of the leased premises without need or judicial action or order from the court, subject only to **TEN (10) DAY NOTICE** to the LESSEE sent to his/her herein given address.
11. This contract shall be valid for a period of ONE (1) year, \_\_\_\_\_, (YEAR) to \_\_\_\_\_, (YEAR); renewable upon its expiration, unless revoked in accordance with the provisions of this contract. At least ten (10) days before the expiration of this contract, the LESSEE binds him/herself to secure renewal hereof, in case he/she is still interested to continue leasing the same. Upon the expiration of this contract and no new contract has been signed in favor of the LESSEE, the continued occupancy of the LESSEE shall be deemed illegal and the LESSOR has the right to immediately cause his/her eviction there from without need of demand, and all the provisions of this contract pertaining to the obligations of the LESSEE and the rights of the LESSOR shall continue to apply and be enforceable against the LESSEE.
12. In case of litigation by virtue of the contract, the proper courts in the City of Naga shall have exclusive jurisdiction. Once the LESSOR resorts to the foregoing remedy in enforcing the stipulations hereof for cause attributable to the LESSEE, the latter confess judgment and other damages incident to the suit in favor of the former, plus liquidated damages in an amount to fifty (50%) of the total amount due.



IN WITNESS WHEREOF, the parties hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ at the City of Naga, Philippines.

**CITY OF NAGA**

\_\_\_\_\_  
(Lessor)

\_\_\_\_\_  
(Lessee)

BY:

\_\_\_\_\_  
City Mayor

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_  
City Treasurer

\_\_\_\_\_  
Market Superintendent

**ACKNOWLEDGMENT**

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

**BEFORE ME** this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the City of Naga, Philippines, personally appeared \_\_\_\_\_ with Community Tax No. \_\_\_\_\_ issued on \_\_\_\_\_ and Honorable \_\_\_\_\_, City Mayor, with Community Tax No. \_\_\_\_\_ issued on \_\_\_\_\_ in the City of Naga, respectively, known to me and/or to be the same person who executed the foregoing Contract of Lease consisting of two (2) pages including the page where this acknowledgement is written duly signed by the parties and their instrumental witnesses and they acknowledged to me that the same is their true and voluntary act and deed.

**WITNESS MY HAND AND SEAL** at the place and date above written

*Handwritten signature*

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

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
SERIES OF 20\_\_\_\_

**Section 23. Award Paper to Successful Applicant of Vacant Market Stall.** To authenticate the results of the adjudication of the vacant stall, an award paper shall be issued to the successful applicant.

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The date of the issuance in the award paper shall be the basis of determining the start of payment of rental by the successful



applicant, notwithstanding when the actual occupancy or start of business operation by stallholder begins.

The Award Paper shall be issued within 10 days after the drawing of lots.

**Section 24. Stall/Space Vacancy.** A market stall/space is deemed vacant under any of the following conditions:

- a. When it is newly constructed and not yet leased and awarded to qualified applicant.
- b. When it is declared vacant by the Committee by reason of abandonment of the lessees, and violations by the lessee of any of the terms and conditions of the contract of lease, policies, rules and regulations promulgated for their observance.
- c. Death of the lessee
- d. Voluntary surrender by the lessee
- e. Physical incapacity of the lessee to personally administer the stalls.

**Section 25. Effect of Death of Lessee/Stallholder.** Upon the death of the holder of stall/Lessee, the contract of lease covering the stall shall be deemed terminated. However, the legal heirs who desire to continue the lease and business of the deceased shall apply, and a new Lease Contract shall be executed in favor of the qualified legal heir applicant; provided that the Committee shall be notified within thirty (30) days after the death of the Lessee/Stallholder and upon payment of all necessary rents or fees due at the time of death of the original Lessee by the direct heir applicant.

**Section 26. Incapacity of the Stallholder to Operate.** In case the lessee is or will be unable to personally or through his/her immediate family conduct business in the leased premises for emergency or other reasons not in contravention of any of the provisions hereof, the lessee shall secure written permission from the lessor, however, the duration of such incapability/absence shall not exceed three (3) months, regardless of whether continuous or not. In which case, the name of the person who shall conduct business in the leased premises for the duration of the lessee incapability/absence shall be registered with the lessor's Market Enterprise and Promotions Officer. In case the lessee fails to provide written permission for his/her incapability or absence in the duration of three months, the awarded stall shall be considered abandoned and shall be deemed vacant, in which case the stall shall be open for publication and subsequent auction/bidding.

**Section 27. Transfer of Stall Relative to Section 23.** Stall award may be transferred to the legal heir upon payment of five thousand pesos (Php 5,000.00) as a transfer fee.

**Section 28. Idle or Inactive Stalls.** Any stall/space that shall be idle for one (1) month or 30 consecutive days for whatever reason, shall be declared abandoned or vacant and shall be subject to auction/bidding and be awarded to the qualified bidder upon payment of accrued rental dues and other fees.



**Section 29. Losses of Stallholder.** The City shall not be responsible for any loss or damage, which stallholders may incur in the satellite/public market, by reason of fire, theft or robbery or force majeure.

It shall be the duty of the Market Enterprise and Promotions Office to exercise utmost vigilance and care to prevent any loss in the satellite/public markets. For this purpose, the Market Enterprise and Promotions Officer shall have authority to apprehend and turn-over to the police any person caught stealing or committing any offense in the satellite/public market and file appropriate legal action/complaint for the prosecution of the offender.

**Section 30. Extension of Stall Spaces.** There shall be no extension of stall spaces other than those already covered by plans previously approved by the Market Committee. However, areas utilized as extensions for the display of the stallholders' goods that do not obstruct the flow of traffic or the passage of the buying public may be allowed, provided that stallholders be charged double the rates based on a per square meter daily rate basis imposed on the area concerned in addition to the monthly rentals already imposed on the stalls where the extension was made. Extensions that obstruct the free passage of the buying public shall be removed summarily. The Market Enterprise and Promotions Office must see to it that appropriate boundary markings shall be made to monitor and effectively implement the extension of stall charging.

**CHAPTER 6. COLLECTION, ASSESSMENT, AND PAYMENT OF  
STALL RENTALS AND MARKET FEES**

**Section 31. Direct and Immediate Supervision on Collections.** The Market Enterprise and Promotions Office shall exercise direct and immediate supervision, administration, and control over the collection of all market fees as authorized by this approved ordinance.

**Section 32. Imposition of Penalty Fee and Rental.** Overdue or delinquent accounts on market stall rentals are hereby imposed a 25% surcharge of the total rental due plus interest on the unpaid amount of 14% per annum from the due date until the entire obligation is fully paid.

**CHAPTER 7. MARKET FEES AND CHARGES**

**Section 33. Stall Rental/Occupancy Fees.** The occupancy fee for stalls to be awarded to the stall occupants of the satellite/public Market and the rental fees are as follows:

SAN ISIDRO	
STALL NO.	MONTHLY RENTAL RATE
1	1,600.00
2	1,500.00
3	1,500.00
4	4,050.00



5	1,550.00
6	1,500.00
7	2,120.00
8	3,626.75
9	5,000.00
10	1,000.00
11	1,500.00
12	1,500.00
13	1,000.00
14	1,000.00

PACOL (FIRST FLOOR)				PACOL (SECOND FLOOR)		PACOL (UNDERSTAIRS)	
STALL NO.	MONTHLY RENTAL RATE	STALL NO.	MONTHLY RENTAL RATE (IN PHP)	STALL NO.	MONTHLY RENTAL RATE	STALL NO.	MONTHLY RENTAL RATE (IN PHP)
1	1,400.00	15	1,400.00	1	4,000.00	1	2,500.00
2	1,400.00	16	900.00	2	900.00	2	2,500.00
3	1,400.00	17	1,400.00	3	900.00		
4	1,400.00	18	1,400.00	4	900.00		
5	4,050.00	19	900.00	5	900.00		
6	1,400.00	20	900.00	6	900.00		
7	1,400.00			7	900.00		
8	1,400.00			8	900.00		
9	1,400.00			9	900.00		
10	1,400.00			10	900.00		
11	1,700.00			11	900.00		
12	1,400.00			12	900.00		
13	1,400.00			13	900.00		
14	1,400.00						

Every three (3) years, there shall be a mandatory 10% increase in rental fees for stall occupancy. This adjustment will be applicable and come into effect at the commencement of the contract renewal period.

**Section 34. Market Sections.** For purposes of this ordinance, the satellite/public markets shall be divided into two major sections: wet and dry section:

The dry section includes the following:

- a. Dry goods section
- b. Eatery/Carenderia Section
- c. Grains, Agri-Chemicals, and Animal Feeds Section
- d. Groceries section
- e. Dried and salted fish
- f. Sari-Sari Section
- g. Fruit section - refers to the area where all kinds of fruits shall be sold.
- h. Flower shop section - refers to the area where fresh flowers and other artificial flowers shall be sold.
- i. General Merchandise
- j. Various Services - refers to the area which includes barbershops, beauty salons, massage parlors, repair of household gadgets and appliances, and the like.
- k. Pharmacy/drugstore



The wet section refers to the following:

- l. Fish section - refers to the area where fresh fish, seaweeds, shellfish, or other marine products shall be sold.
- m. Meat section - refers to the area where chicken, pork, beef meat, dressed, and all kinds of meat, properly inspected by the meat inspector, shall be sold.

**Section 35. Imposition of Goodwill Fee on Transfer of Right to Ownership of Stall.** This section shall govern the prescribed fees for the Transfer of Right to ownership of stalls.


- A. GROUND FLOOR - All stalls located at the ground floor will have a goodwill fee of Twenty Thousand Pesos (Php 20,000.00).
- B. SECOND FLOOR - All stalls located on the second floor will have a goodwill fee of Ten Thousand Pesos (Php 10,000.00).

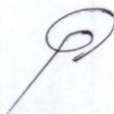
**Section 36. Toilet Fee.** To regulate the sanitation and use of the satellite/public market comfort rooms, voluntary donations not exceeding two pesos (Php 2.00) for urination and five pesos (Php 5.00) for defecation may be collected by the stallholder association.

**Section 37. Transient Vendors and Rolling Business.** Transient vendors and roving salesmen shall not be allowed to do business in the satellite/public market unless they secured first a Mayor's Permit from the Office of the City Mayor and after payment of Php 500.00 at the Office of the Market Enterprise and Promotions Officer and may conduct business on special days only. The mayor's permit for transient vendors and salesmen shall be renewable on or before January 20<sup>th</sup> of each year.

#### **CHAPTER 8: CASH TICKET SYSTEM FOR TRANSIENT VENDORS OF SATELLITE/PUBLIC MARKETS**

**Section 38. Cash Ticket System.** To ensure fair and transparent transactions within the satellite/public markets, a cash ticket system shall be implemented for all transient vendors. This system aims to track and verify the sales of merchandise and maintain accurate records of transactions.

 **Section 39. Cash Ticket Rates.** Cash ticket rates shall be determined by the Market Committee after due consultation with the public.

 **Section 40. Cash Tickets.** Each transient vendor participating in a satellite/public market shall receive a cash ticket upon payment of the designated fee for their assigned market space. The cash ticket shall be a physical document with the vendor's name written on the back, and it shall be specific to the individual who purchased it. Cash tickets are non-transferable and can only be used by the vendor to whom they were issued. Cash tickets are valid only for the assigned market space within the specific satellite/public market.



**Section 41. Cash Ticket Record.** A daily cash ticket record shall be provided to each transient vendor, which will be available at the Market Enterprise and Promotions Office. It shall include the dates of operation for the vendor and a space for the vendor to affix their signature at the back of the record. Vendors shall be responsible for signing and dating the record at the end of each vending day. The market management shall maintain a copy of the daily cash ticket record for record-keeping purposes.

#### **CHAPTER 9: TRANSITORY PERIOD AND REVENUE SHARING**

**Section 42. Transitory Period.** A transitory period of **ONE (1) YEAR** shall be observed, during which period the management of the satellite/public markets shall be under the jurisdiction and responsibility of the City. The City shall assume the following duties and responsibilities during the transitory period:

1. Collecting rents from satellite/public market vendors in a timely manner.
2. Providing regular maintenance and upkeep of the satellite/public markets.
3. Ensuring the security and safety of the satellite/public market premises.

The City shall allocate the necessary resources, personnel, and funds to carry out the aforementioned duties and responsibilities effectively. The City shall establish a mechanism for transparent record-keeping and reporting of the revenue generated during the transitory period.

**Section 43. Transfer of Responsibility to the Barangay.** Upon the completion of the one-year transitory period, upon mutual agreement between the city and the barangay, and upon approval by the Sangguniang Panlungsod of the Memorandum of Agreement related thereto, the responsibility for managing the satellite/public markets shall be transferred to the respective barangay in which the satellite market is located. The barangay shall assume full management and oversight of the satellite/public markets, including the duties and responsibilities previously carried out by the City during the transitory period. The barangay shall establish its own mechanisms for collecting rents and providing maintenance and security services to the satellite/public markets. The Barangay shall work in collaboration with the City to ensure a smooth transition of responsibilities and a seamless continuation of market operations.

**Section 44. Revenue Sharing.** To promote cooperation and ensure equitable distribution of resources, a revenue sharing mechanism shall be implemented between the barangay and the City for the operation of the satellite/public markets. The revenue sharing ratio shall be set at 50%, wherein 50% of the net revenue generated by the satellite/public markets shall be allocated to the barangay, and the remaining 50% shall be retained by the City. The revenue sharing shall be calculated based on the net income generated by the satellite/public markets after deducting necessary expenses such as maintenance costs, security expenses, and other operational costs. The City and the Barangay shall establish a



transparent accounting and reporting system to track and distribute the revenue shares accurately.

**Section 45. Evaluation and Review.** After the first year of the implementation of this proposed ordinance, the City and the Barangay shall conduct an evaluation of the satellite/public market operations, revenue sharing mechanism, and overall management efficiency. Based on the evaluation findings, necessary amendments or adjustments to this chapter may be proposed to the local legislative body for consideration.

## CHAPTER 10. GENERAL AND ADMINISTRATIVE PROVISIONS

## GENERAL PENAL PROVISIONS

**Section 46. Penalty.** Any violation of the provisions of this Code except Section 16 of this ordinance shall be punishable by a fine of:

- 1<sup>st</sup> violation - P 2,000.00  
2<sup>nd</sup> violation - P 3,000.00  
3<sup>rd</sup> violation - P 5,000.00 and revocation of license and permit

## FINAL PROVISIONS

**Section 47. Separability Clause.** If, for any reason, any provision, section, or part of this ordinance is declared invalid by a court of competent jurisdiction, such judgment shall not affect nor impair the remaining provisions, sections, or parts, which shall continue to be enforced and effective.

**Section 48. Repealing Clause.** All ordinances, rules, and regulations, or part thereof, in conflict with or inconsistent with any provisions of this ordinance are hereby repealed or modified accordingly.

**Section 49. Effectivity.** This ordinance shall take effect upon approval.

ENACTED: March 5, 2024.

XXX

XXX

XXX

WE HEREBY CERTIFY to the correctness of the foregoing ordinance.

GIL A. DE LA TORRE  
Secretary to the  
Sangguniang Panlungsod

CECILIA B. VELUZ-DE ASIS  
City Vice Mayor  
& Presiding Officer

APPROVED:

NELSON S. LEGACION  
City Mayor 3/15/24