



EXCERPT FROM THE MINUTES OF THE 63RD REGULAR SESSION OF THE 13TH SANGGUNIANG BAYAN OF THE MUNICIPALITY OF BINGAWAN, PROVINCE OF ILOILO, HELD AT THE SANGGUNIANG BAYAN SESSION HALL ON SEPTEMBER 13, 2017.

Present:

Hon. Matt P. Palabrica, Ph.D.	Vice Mayor/ Presiding Officer
Hon. Joy L. Quimba	SB Member
Hon. Jose C. Rabago, Jr.	SB Member
Hon. Lorens M. Belloga	SB Member
Hon. Ted Peter P. Plagata	SB Member
Hon. Nemesio A. Cachite	SB Member
Hon. Jofe C. Celeste	SB Member
Hon. Eduardo A. Dalipe	SB Member
Hon. Leovy C. Simora	SB Member
Hon. Perceval T. Girao	Ex-officio SB Member/Liga President

Absent:

None

**MUNICIPAL ORDINANCE NO. 244
 (Series of 2017)**

Sponsored by: SB Member Leovy C. Simora

and the

Committee on Market and Slaughterhouse

Chairperson: SB Member Nemesio A. Cachite

Vice Chairperson: SB Member Perceval T. Girao

Member: SB Member Jose C. Rabago, Jr.

Member: SB Member Joy L. Quimba

Member: SB Member Leovy C. Simora

UPDATED MARKET CODE OF 2017 OF THE MUNICIPALITY OF BINGAWAN, PROVINCE OF ILOILO.

Be it ordained by the Sangguniang Bayan of the Municipality of Bingawan, Province of Iloilo, that:

CHAPTER I

GENERAL PROVISIONS

Article A. Title and Scope

Section 1A.01. Title. This Ordinance shall be known as the “Updated Market Code of 2017 of the Municipality of Bingawan, Province of Iloilo”.

Section 1A.02. Scope. This Code shall govern the administration, and operation of the municipality’s public market including the classification, construction, repair, renovation of booths and stalls therein; imposition and collection of market rental fees and charges for occupancy thereof.



Article B. Authority and Purpose

Section 1B.01. Authority. This Code is enacted pursuant to Section 447 of RA 7160 otherwise known as the “Local Government Code of 1991” which empowers the municipality thru its legislative body known as Sangguniang Bayan to:

a) Prescribe the terms and conditions under which public utilities owned by the municipality shall be operated by the municipal government or leased to private persons or entities, preferably cooperatives;

b) Establish markets, slaughterhouses or animal corrals and authorize the operation thereof, and regulate the construction and operation of private markets, *talipapas* or other similar buildings and structures;

c) Requires that buildings and the premises thereof and any land within the municipality be kept and maintained in a sanitary condition; impose penalties for any violation thereof, or upon failure to comply with said requirements, have the work done and require the owner, administrator or tenant concerned to pay the expenses of the same; or require the filling up of any land or premises to a grade necessary for proper sanitation;

Section 1B.02. Purpose. This Code is enacted for the following purposes:

1. Guide, control and regulate the growth and development of this municipality’s public market and slaughterhouse including its premises;

2. Protect the character and stability of the public market and slaughterhouse and its premises as well as promote an orderly and beneficial development of the same;

3. Promote and protect the health, safety, peace, comfort, convenience and general welfare of the occupants therein as well as the general public patronizing the public market;

4. Regulate the operation of all businesses or trade activities in the public market;

5. To regulate and restrict the location and use of stall, booths or other structures inside the public market compound;

6. To regulate the alteration or remodeling of existing booths or structures in such a way as to avoid public hazards or inconvenience;

7. To eliminate the incompatible or non-conforming uses of the public market stalls and its premises.

Article C. Definition and Rules of Construction

Section 1C.01. Definitions. When used in this Code, each of the following words and phrases shall be construed to mean as follows:

Application Bond – refers to a written and signed promise to pay a certain sum of money on a certain date, or on fulfillment of a specified condition. (businessdictionary.com)

Dry Goods Section – refers to the area where all kinds of textile; readymade dresses and apparels; native products; toiletries; novelties; footwear; laces; kitchen wares



or utensils; household articles or appliances; handbags, school and office supplies or similar products could be sold.

Eateries and Cooked Food Section – refers to the area where all kinds of cooked foods, refreshment, cakes and delicacies could be sold. This includes refreshment parlors, cafeterias, restaurants, panciterias and similar kinds.

Fish Section – refers to the area where only fresh fish, clams, oysters, crabs, lobsters, shrimps, seaweeds and other sea foods and marine products could be sold by the stallholder or store lessee.

Government-Owned or Operated Public Market – refers to those markets established out of the public funds or those lease/acquired by any legal means from private persons, natural or juridical, to be operated by the government either thru its instrumental, branch or political subdivision.

Groceries and Sari-sari Stores Section – refers to the area where all kinds of cakes, biscuits, pastries, crackers, butter, cheese, confections, cigarettes, flour, oatmeal, ham, bacon, sugar, sauce, onions, garlic, potatoes, eggs, sausages, starch, smoked fish, dried fish salt, soap and other food products could be sold.

Hardware, Agricultural Supplies, Animal Feeds and Cereals Section – refers to the area where all kinds of hardwares, farm implements such as harrow, link, ropes and the like, all kinds of fertilizers and farm chemicals, all kinds of manufactured animal feeds and cereals, including rice and corn could be sold.

Live Fowls and Piglets Section – refers to the area where live fowls such as chickens, ducks and similar birds as well as piglets could be sold.

Market Booth – refers to an enclosure built or erected on a market stall or space where merchandise of various kinds is being sold or offered for sale.

Market Building – a constructed edifice designed to stand more or less permanently, covering space of land, usually covered by roof, more or less enclosed by walls and supported by columns and serving as a place for commercial or trade activities.

Market Premises – refer to any space in the public market compound, part of the market lot consisting of bare ground, outside of the public market building usually occupied by transient vendors during market days.

Market Rental Fee – refers to the amount of rental fee for the privilege of occupying and utilizing a market stall or space for commercial activities.

Market Section – refers to a subdivision of the public market housing one class or group of allied goods, commodities or merchandise.

Meat Section – refers to the area where meat of all kinds could be sold although pork, beef or dressed chickens are separately displayed and properly labeled.

Market Stall – refers to any allotted space, with or without booth, inside the public market building.

Miscellaneous Section – refers to the area where beauty parlors, tailoring and dress shops, newspaper and magazine stands, radio and watch repair shops, photo studios,



internet cafés, computer services and entertainment centers, billiard halls, money changer or money transfer centers, financing or lending centers and medical or dental clinics.

Public Markets – are public services or utilities as such as the public supply and sale of electricity, water and public transportation are. Foodstuffs which are sold in public markets demand as much official control and supervision as the commodities sold and distributed in other public utilities. (Go Chiong, et al., Vs Cuaderno, Sr., et al., G.R. No. 1449).

Shopping Center – a group of not less than 115 contiguous retail stores, originally planned and developed as a single unit, with immediate adjoining off-street parking facilities.

Stall Lessee (also known as stallholder) – refers to the awardee of the lease contract to occupy a market stall or space, with or without booth, inside the public market building.

Store – a building or structure devoted exclusively to the retail sale a commodity or commodities.

Vegetable and Fruit Section – refers to the area where all kinds of vegetables, fruits, coconut, root crops and similar agricultural products could be sold.

Wares and Glass Wares Section – refers to the area where all kinds of kitchen utensils, floor mats, brooms, plastic products and glass products including household utensils made of clay and all kinds of wares not included in the above classification including ceramic wares, pots and vases.

CHAPTER II

MARKET CHARGES AND OTHER FEES

Article A. Market Rental Fees

Section 1A.01. Imposition of Fees. There shall be collected the following charges and other fees:

A. Rental Fee on Market Stalls:

1. On stalls constructed by the municipal government, One Thousand Two Hundred Pesos (PhP 1,200.00) per month or Sixty Pesos (PhP 60.00) per square meter per month or fraction thereof.
2. On stalls constructed by the lessee, per square meter, per month or fraction thereof : Forty Five Pesos (PhP 45.00).

B. Rental Fee on Market Tables:

1. On occupants of market premises with tables constructed by the municipal government, per square meter, per day or fraction thereof: Ten Pesos (PhP 10.00)
2. On occupants of market premises with tables constructed by the lessee, per square meter, per day or fraction thereof: Seven Pesos



(PhP 7.00)

C. Royalty Fee:

1. On stalls constructed by the municipal government: Twenty Five Thousand Pesos (PhP 25,000.00);
2. On stalls constructed by the lessee: Twenty Thousand Pesos (PhP 20,000.00);
3. On occupants of market premises with tables constructed by the municipal government: Fifteen Thousand Pesos (PhP 15,000.00);
4. On occupants of market premises with tables constructed by the lessee: Ten Thousand Pesos (PhP 10,000.00).

D. Application Bond

1. On stalls constructed by the municipal government: Five Thousand Pesos (PhP 5,000.00)
2. On stalls constructed by the lessee: Five Thousand Pesos (PhP 5,000.00)
3. On occupants of market premises with tables constructed by the municipal government: Two Thousand Pesos (PhP 2,000.00)
4. On occupants of market premises with tables constructed by the lessee: Two Thousand Pesos (PhP 2,000.00)

Section 2B.01. Time and Manner of Payment. The fees shall be paid to the Municipal Treasurer or his/her duly authorized representative based on the following schedules:

a. For stalls. The fee for the rental of market stalls shall be paid within the first twenty (20) days of each month. In case of a new lease, the rental due for the month in which the lease starts, shall be paid before the occupancy of the stall.

b. For tables. The fee for the rental of market tables shall be paid daily.

c. For Royalty Fee. The fee shall be paid upon signing of the Lease Contract and is non-refundable. The royalty fee is inclusive of application bond.

Note: Stall/Table lessee who has not fully paid his/her royalty fee from the start of his/her business operation shall be given until June 30, 2018 to fully settle his/her accounts. Failure to comply shall be a ground for immediate revocation of the Lease Contract.

d. For Application Bond. The fee shall be paid upon approval of the Application to Lease Market Stall/Table.

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



f. For market entrance fee. The market entrance fee shall be collected before the transient vendors are allowed to sell their goods.

Section 2B.02. Issuance of official receipt 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) 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 pertain only to the person buying the same and 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 to another vendor, the later 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.

b) The cash tickets issued shall be torn in 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 for that day.

Section 2B.03. Surcharge for late or non-payment of fees. The lessee of a stall, who fails to pay the monthly rental fee within the prescribed period, shall pay a surcharge of twenty-five percent (25%) of the total rent due. Failure to pay the rental fee for three (3) consecutive months shall cause automatic cancellation of the contract of lease or stall without prejudice to suing the lessee for the unpaid rents at the expense of the lessee. Thereafter, the stall be declared vacant and will be subjected to the adjudication process.

Any person occupying more space than what is duly leased to him shall pay double the regular rate for such extra space 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. The lease contract of any lessee found habitually incurring the foregoing violation shall be cancelled.

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.

Article B. Administrative Provisions

Section 1B.01. Market Administration – The Municipal Mayor through the Municipal Market Supervisor shall exercise direct and immediate supervision, administration and control over public markets and the personnel thereof including those whose duties concern the maintenance and upkeep of the markets and its premises in accordance with the following provisions and other pertinent rules and regulation:

- a) Maintenance and upkeep of market's premises shall be under the supervision and control of the Municipal Market Supervisor;
- b) Maintenance of health and sanitation shall be under the control and supervision of the Municipal Health Office who shall enforce the pertinent provisions of the Sanitation Code of the Philippines and municipal health and sanitation ordinances;
- c) Maintenance of peace and order shall be under the direct control and supervision of the Chief of Police of the Bingawan Municipal Police Station.



Section 1B.01.01. Administration, Control and Supervision – The administration and supervision of the Municipal Market including the standardization, classification and/or grouping or regrouping of merchandise to be sold in the stalls, kiosks, spaces, etc., and the direction, control and supervision of the Administrator, who is the Chief, Market and Slaughterhouse Division or the Markets-In-Charge, Market Inspectors and other market personnel are hereby vested in the Municipal Market Supervisor Office *except those pertaining to collection activities, the administrative control and supervision of collectors and other personnel involved in the collection and inspection shall be the responsibility of the Municipal Treasurer pursuant to Article 258 of the Implementing Rules and Regulations of the Local Government Code of 1991.*

The public market shall be opened for the sale of articles permitted for sale therein from 4:00 o'clock in the morning until 9:00 o'clock in the evening every day. However, meat wagon and meat vendors may be permitted to enter before the opening hour,

Section 1B.01.02. Duties of the Administrator or Chief Market and Slaughterhouse Division – There shall be a Chief Market and Slaughterhouse Division under the control, supervision and direction of the Municipal Mayor through the Municipal Market Supervisor who shall exercise direct supervision of the public market in the Municipality of Bingawan. *Provided, however, that only regular employees of the Office of the Municipal Treasurer may be assigned or designated collectors in public market and slaughterhouse of the municipality.*

For the purpose of this Section, “Regular Employees” are those employees who were extended a permanent appointment duly attested by the Civil Service.

Section 1B.01.03. Exhibition of Cash Tickets and Official Receipts – It shall be the duty of the market stallholders, occupants of spaces or kiosks to exhibit in public view their cash tickets or official receipts to facilitate inspection by the Municipal Treasurer or his/her authorized representatives.

Section 1B.01.04. Authority of the Municipal Market Supervisor– No person shall sell or offer for sale any article or merchandise in the public market or in any market stall, space or kiosk without having been previously authorized by the Municipal Market Supervisor or his representative.

Section 1B.01.05. Prohibition to Throw Garbage – It is prohibited to throw garbage, refuse or waste materials other than in the garbage cans provided for the purpose. In case responsibility cannot be ascertained for unlawfully throwing such garbage, the occupant of the nearest stall, space or kiosk shall be required to deposit the same in the garbage disposal area.

Section 1B.01.06. Unlawful Deposit and Manufacture – It shall be unlawful to deposit or manufacture any kind of article or maintain pens for domestic fowls, pigs and other animals within the premises of the public market.

Section 1B.01.07. Unlawful Cooking – It shall be unlawful to cook any food or commodity within the public market except in kiosk for carinderia, cafeteria or places for batchoy which are permitted to cook in stove provided with chimneys or gas ranges or stoves.

Section 1B.01.08. Bicycles and Motorized Vehicle Not Permitted – Bicycle, carts, caritons and any other kind of conveyances or vehicles shall not be permitted to enter the public market.



Section 1B.01.09. Prohibition on Sale – No person shall sell or offer for sale fruits, legumes, fish, domestic fowls, eggs, meat and native delicacies or “ Chucherias” outside of the public market, or within a distance of 100 meters from the market premises, unless the said articles or merchandise are being sold in private buildings.

Section 1B.01.10. Prohibition on Passage Ways – No person shall peddle, sell or offer for sale articles or merchandise in the passage ways of public market which are intended for the people to pass along one section of the market to another.

Section 1B.01.11. Prohibition as Dwelling Place – No person shall be permitted to pass the night in the public market nor shall any part of the public market be used as a dwelling place.

Section 1B.01.12. Orderliness – All provisions, merchandise, goods or articles offered for sale in the market shall be so arranged as not to protrude; that no portion of the alleys, shall be obstructed, and that floor stands, stalls and all places or things used for exposing the same can be easily and perfectly cleaned. All merchandise, and all other places or things shall be placed in such manner as the Municipal Health Officer or any of his/her authorized representative may direct.

Section 1B.01.13. Exhibition of Goods – Whenever any article shall be exhibited in any public market, as if the same were intended for sale, whether sold, or not or directly offered for sale or not, such exhibition shall be held and construed as exposure of the same for sale and offer to sell within the meaning of this Code.

Section 1B.01.14. Assignment to Section – Vendors shall be assigned to sections according to the nature of the articles, intended for sale, and any attempt to occupy any stall for any purpose other than for which it was specifically assigned, shall render void any privileges granted the stallholders. Helpers and vendors or sellers in public market shall at all times treat market customers or purchasers with courtesy. Violation of this requirement shall be dealt with by competent authorities as the facts and circumstances of each case may warrant.

Section 1B.01.15. Peddlers or Hawkers – Peddlers or Hawkers shall not be permitted in the public market of the municipality or its surroundings, within a radius of 100 meters from its confines, to offer for sale articles or merchandise which are sold or exposed for sale in the stall or booths of said market, in order to avoid unjust competition. Neither shall they be permitted to expose merchandise on sidewalks, courts (patio) or place for the passage of the public market of the Municipality of Bingawan. Market officials and employees and policemen detailed in the vicinity of public market shall exercise strict vigilance on this matter and enjoin strict compliance with these provisions. Neither shall any person be permitted to peddle, hawk, sell, offer for sale, or expose for sale any article in the passage ways or aisles of any public market.

Section 1B.01.16. Definition of the Term Meat – The term “meat” as herein used refers to fresh meat from cow, carabao, goat, sheep, fowls and swine killed in the municipal slaughterhouse.

Section 1B.01.17. Disqualification – Should a stallholder be ejected from his/her stall for cause, as provided for in this Code he/she shall be disqualified from the lease of said stall or any other stall in any public market of the municipality for a period of two (2) years.



Section 1B.01.18. Nuisance – All articles displayed in any public market in violation of any provision of this Code or any rules and regulations related to the management of the Municipal Market or enterprise shall be deemed a nuisance, and it shall be the duty of the Municipal Treasurer and his subordinates to take custody of the same. In case the articles are claimed within twenty-four (24) hours thereafter, they shall be returned to the owner upon payment of actual expenses incurred in their safekeeping, unless they were so deteriorated as to constitute a menace to public health, in which case, they shall be disposed of in the manner directed by the Municipal Health Officer who may also, in his discretion, cause the criminal prosecution of the guilty party, or warn him merely against future violation. If the articles have not deteriorated and are not claimed within the period of the time fixed, said articles shall be sold at public auction and the proceeds hereof, disposed of in accordance with law.

Section 1B.01.19. Loafing, Loitering and Begging Not Permitted – No person not having lawful business in or about the public market shall idly sit, lounge, walk or lie in or about the premises of the same nor shall any person beg, or solicit alms in or about the public market.

Section 1B.01.20. Signboards – All meat vendors shall hang prescribed signboards showing the kind of meat they are selling or offering for sale. No other kind of meat shall be placed under the signboard other than shown thereon. The Municipal Agriculturist or his/her authorized representative shall see to it that the provisions of this Ordinance relative to the rules and regulations of the National Meat Inspection Commission are complied with strictly.

Section 1B.01.21. Obstruction – No person shall annoy or obstruct market employees in the discharge of their duties; nor shall any person sit or lie on any market stall or table, stalls or play in the market premises.

Section 1B.01.22. Stray Animals – No dogs or other animals shall be left stray in any public market and the Municipal Agriculturist thru his/her subordinate are hereby empowered to catch such stray animals and to impound them in the Municipal Pound for disposition as in the case of other animals impounded therein.

Section 1B.01.23. Losses or Damages - The Municipality shall not be responsible to stallholders for any losses or damages which said stallholders may incur in public markets by reason of fire, theft, or other cause, and any merchandise or property left in the public market during the hours the public market are closed shall be the duty of the Municipal Market Supervisor and subordinate to exercise reasonable diligence and care to prevent loss of private and public property therein, and may, for this purposes, apprehend and turn over to the police any person or persons committing any offense in the public market.

Section 1B.01.24. Risks of Market Occupants – The Municipality of Bingawan shall not be held responsible for any damage or loss of articles or merchandise in the public markets that may be occasioned by fire, theft, or other causes, and all such articles and merchandise deposited therein during the time the markets are closed, shall be at the risk of the market occupants; Provided, however, that it shall be the duty of the policeman detailed thereat as guard to take such precaution as maybe necessary to prevent any damage or loss to private property.



Section 1B.02. Maintenance of Public Market

Section 1B.02.01. General Maintenance of Public Market –

- a) The public market shall be adequately lighted and ventilated, the ground surface shall be properly drained and paved, and all stands, stalls, booths and market fixture and buildings shall be constructed in accordance with the necessary plans and specification recommended by the Municipal Market Supervisor and the Municipal Health Officer duly approved by the Municipal Engineer and the Municipal Mayor.
- b) The lighting system, including regular meter reading, for all stalls shall be directly connected individually with the Municipal Public Market and in no case shall the municipality be held liable for any unpaid electric bill of any stallholder.
- c) All electrical connections for market alleys, passage ways, and municipal offices shall have separate connection and meter which shall be the responsibility of the municipal government.
- d) Any vendor or occupant of market stall or kiosk who desires to have electric light installation for his or her kiosk or stall shall furnish the materials and labor and that the installation shall be under the direct supervision and approval of the Municipal Engineer or any authorized representative in the Municipal Engineers' Office.
- e) It shall be absolutely prohibited, except in the case when the electric light fails, for any vendor or occupant of the kiosk, stall or market space to use any other kind of light except that which is endorsed by the Municipal Engineer or any authorized representative in the Municipal Engineers' Office.

Section 1B.02.02. Sanitary Maintenance – The provision of sanitary regulations provided in the following sections and those which shall be promulgated by the Municipal Health Officer duly approved by the Sangguniang Bayan of the municipality for the sanitary maintenance of public market shall apply to the public market, the slaughterhouse and other public enterprise in this municipality.

- a) No stallholders or any other persons shall place on the floor, stalls or any place other than the garbage receptacles provided for the purpose.
- b) Each stallholder/occupant of any stall in the municipal public market shall provide themselves with a garbage receptacle (in compliance with the Environmental Code of 2012, Solid Waste Ordinance and R.A. 9003) and that the cleaning of market stall including the floor spaces and all appurtenances thereto shall be done by the stallholders and their helpers during market hours.
- c) No shanty or structure in the nature of an independent room shall be permitted to be put up or constructed in or about the public market other than the building authorized for offices of the market employees or for other municipal government purposes.

Section 1B.02.03. Water – The water consumption of each stallholder shall be their exclusive responsibility and directly connected to the main water pipeline authorized by the municipal government. In no case shall the municipal government be held liable for any unpaid water bill of any stallholder. Provided, however, that the municipality shall provide water for the necessary maintenance, sanitation and cleaning of public markets, slaughterhouse and other public enterprises.



Section 1B.02.04. Fees and Charges for the Use of Public Toilets (Mun. Ord. No. 240, S 2017) - There shall be collected fees for the use of the municipal owned toilets located at the Public Market Compound of Bingawan, Iloilo. The following fees shall be as follows:

a. Urine – “Pangihi”	=	PhP	5.00
b. Bowel Movement – “Pamus-on”	=		10.00
c. Bath – “Paligo”	=		10.00

Section 1B.02.05. Sectioning/Division of Market Proper

a) The public market shall be conveniently divided into sections according to the kinds of merchandise offered for sale, and the sale of merchandise pertaining to one section shall not be allowed in other section. Provided, that the Municipal Mayor for the good of the public may grant temporary permit not to exceed thirty (30) days, to sell merchandise pertaining to one section into another section until after said public good shall have been satisfied, but the power to be exercised must be done with utmost prudence. Every stallholder shall have at his own expense, a signboard which must be uniform in size and style, subject to the approval of the Municipal Market Supervisor.

- a) The term “market stalls” used in this Ordinance refers to any allotted space, with or without booth, adjoining the public market building.
- b) The term “market tables” refers to an enclosure built or erected inside the public market or space where merchandise or various kinds is being sold or offered for sale.
- c) No person shall alter, disfigure, and/or change the structure of any stall or market fixture without written permission from the Municipal Market Supervisor which application shall be coursed thru his authorized representative, the Chief, Market and Slaughterhouse Division and a permit fee to renovate in the amount of One Thousand Five Hundred Pesos(P1,500.00) shall be paid at the Office of the Municipal Treasurer.

Section 1B.03. Adjudication of Market Stalls

Section 1B.03.01. Notice of Vacancy – Notice of vacancy of vacant or newly constructed stall shall be made by the Municipal Market Supervisor for a period of not less than ten (10) days immediately preceding the date fixed for their award to qualified applicants to apprise the public of the fact that such stall or booths are unoccupied and available for lease. Such notice shall be posted conspicuously on the unoccupied stall or booth and on the bulletin board of the market. This notice of vacancy shall be written on the following form:

NOTICE

Notice is hereby given that Stall/Table No. _____ of the Bingawan Public Market is vacant or will be vacant on _____. Any person, 18 years of age or more and is not legally incapacitated, desiring to lease this stall/table, shall file an application therefore on the prescribed form (copies may be obtained from the Office of the Municipal Market Supervisor during office hours and before 12:00 o’clock noon of _____). In case there are more than one applicant, the award of the lease of the vacant stall shall be determined thru drawing of lots to be conducted on _____ at the Office of the Municipal Market Supervisor, by the Market Committee. This stall/table is found in the _____ Section/Stall No. ____ and is intended for the sale of_____.



It shall be the duty of the Municipal Market Supervisor to keep a register book showing the names and addresses of all applicants for vacant stalls or tables, the numbers and descriptions of the stall/table applied for by them and the date and time of the receipt by the Municipal Market Supervisor to acknowledge receipt of the application setting forth therein the time and date of receipt thereof.

The application shall be substantially in this form:

Form of Application – The application shall be under oath. It shall be submitted to the Office of the Municipal Market Supervisor concerned by the applicant either in person or through his or her attorney.

Official Form of Application:

APPLICATION TO LEASE MARKET STALL/TABLE

 Address

 Date

The Municipal Market Supervisor
 Municipality of Bingawan

Sir:

I hereby apply under the following contract for the lease of Stall/Table No. _____ of the Bingawan Public Market. I am _____ years of age, a _____ citizen and residing at _____. Should the above-mentioned stall/table be leased to me in accordance with market rules and regulations.

I promise to hold the same under the following conditions:

1. That while I am occupying or leasing this stall/table, I shall at all times have my picture and those of my helper(s) conveniently framed and hang up conspicuously in the stall/table;

2. That I shall occupy the stall/table awarded to me provided that I have not been thereafter declared disqualified pursuant to the Provisions of Municipal Ordinance related to market and has not violated any of the terms and conditions provided in this contract;

3. That I shall pay an application bond based on the following schedules:

Stall = PhP 5,000.00
 Table = 2,000.00

4. That I shall pay a royalty fee based on the following schedules:

Stall = PhP 25,000.00
 Table = 15,000.00

5. That I hereby agree and warrant that the leased market stall/table shall be used by me exclusively for _____ business in accordance with the business being



Republic of the Philippines
 Province of Iloilo
MUNICIPALITY OF BINGAWAN
 Office of the Sangguniang Bayan



conducted in the particular market section where I belong and I will hereby prohibit the use of the leased market stall/table for any other purpose;

6. That I shall not thereafter enter into a partnership agreement with other persons, sub-lease, assign or transfer my privilege right over the lease premises or portion thereof and any contract executed by me in favor of any party in violation hereof shall be null and void;

7. That I shall strictly comply with all the existing laws, ordinances, regulation or order promulgated by the LESSOR arising from or regarding the use of occupation of the leased market stall/table, provided further that I, likewise bind myself to comply with such laws, ordinances, regulations and orders that maybe thereafter promulgated or enacted by the LESSOR in connection with the use and occupation of his stall/table;

8. That I shall religiously pay my light and water fees each month when due and in the event I fail to pay my said fees for at least one month, my light and water connection shall be immediately disconnected without prejudice to the closure of my stall/table;

9. That I shall not introduce any repair, improvement, disfigure or make any alteration in the stall/table or cause any changes on the electric and plumbing installation without the prior written consent of the Municipal Market Supervisor and the Municipal Engineer and upon payment of permit fee to renovate; and

10. That I hereby bind myself to provide trashcans for the respective stall/table and to maintain cleanliness and order in my respective stalls/tables.

 (Printed Name & Signature)

(REPUBLIC OF THE PHILIPPINES)
 MUNICIPALITY/CITY OF _____
 X _____ X

BEFORE ME, this ____ day of _____ 20____, personally appeared above-named person with his/her valid Identification Card _____, known to me to be the same person who executed the foregoing instrument and who acknowledges that the same is his/her own voluntary act and deeds.

This instrument consist of ___ (__) pages including this page whereon this acknowledgement is written, has been signed by the party and witness on each every page hereof.

WITNESS MY HAND and SEAL

Doc. No. _____;
 Page No. _____;
 Book No. _____;
 Series of 20_____;

Section 5A.04.02. Certificate of Award to Successful Applicant of Vacant Market Stall/Table. To authenticate the results of the adjudication of the vacant stalls/tables, a certificate of award shall be issued to the successful applicant.



The date of the issuance in the certificate of award shall be the basis of determining the start of payment of rental by the successful applicant, notwithstanding with the actual occupancy or start of business operation by stallholder/market holder begins.

The Certificate of Award shall be issued upon complete payment of application bond and royalty fee.

The Certificate shall be on the following form:

CERTIFICATE OF AWARD

This certificate is hereby issued to _____, a resident of _____ and a qualified applicant for the lease of Stall/Table No. ____, at the Bingawan Public Market. This Stall/Table is located/found in the _____ section and is intended for the sale of _____.

Issued this ____ day of _____ at Bingawan, Iloilo, Philippines.

Municipal Mayor

Section 1B.03.02. Appeals – Any applicant who is not satisfied with the adjudication made by the Market Committee on the stall/table applied for may file with the Sangguniang Bayan an appeal within fifteen (15) days from the date of the adjudication thru the Municipal Mayor, who may submit such comment and recommendation as he may desire to make on the matter within thirty (30) days from receipt of the appeal in the form of writing.

Section 1B.03.03. Market Committee – There is hereby created in the Municipality of Bingawan a Market Committee, whose duty is to conduct the opening of bids and the drawing of lots in connection with adjudication of vacant or newly constructed stalls in the Municipal market as prescribed herein.

Section 1B.03.04. Composition of Market Committee – The Committee shall be composed of the Municipal Treasurer as Chairperson, any representative of the Municipal Mayor, a representative of the Sangguniang Bayan, who is the Chairman of the Committee on Market and Slaughterhouse, the Municipal Market Supervisor and a representative of the Market Vendors to be appointed by the Municipal Mayor upon recommendation of the Municipal Treasurer, as members. In case where the deliberation of the Market Committee results in a tie vote, the decision of the Chairperson for any stall/table awarded to the stallholder/tableholder shall prevail.

Section 1B.03.05. Mode of Adjudication of Stalls/Tables to Qualified Applicants – Applicants who are Filipino citizens shall have preference in the lease of public market stalls/tables. If on the last day set for filing applications, there is no application from a Filipino citizen, the posting of the Notice of Vacancy prescribed above shall be repeated for another ten-day (10) period. If after the expiration of that period there is still no Filipino applicant, the stall/table affected may be adjudicated to any alien applicants, who filed his application first. If there are several alien applicants, the adjudication of the stall/table shall be made thru drawing of lots to be conducted by the Market Committee. In case there is only one Filipino applicant, the stall/table or booth applied for shall be adjudicated to him. If there are several Filipino applicants for the same stall/table, adjudication of the stall/table 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 for appropriate action.

Section 1B.04. Lease Contract of Stalls/Tables

LEASE CONTRACT

KNOWN ALL MEN THESE PRESENTS:

The **MUNICIPAL GOVERNMENT OF BINGAWAN** represented herein by Hon. _____, Municipal Mayor, upon authority granted to him by the Sangguniang Bayan under its Ordinance No. _____ dated _____, herein after referred to as the "LESSOR;

and

_____, single/married to _____, Filipino citizen, of legal age and with residence and postal address _____ at _____ hereinafter referred to as the LESSEE;

HAVE AGREED AS FOLLOWS:

ON THE PART OF THE LESSOR

The LESSOR obligates itself to perform the following acts:

1. To lease, as it is hereby leased to the above named LESSEE, that certain market stall/table with the following description:
2. To grant the LESSEE the first option to lease the above described market stall/table upon expiration of this Contract of Lease, subject to the provisions of municipal ordinances that are now existing, or may hereafter be enacted by the Sangguniang Bayan;

ON PART OF THE "LESSEE"

The LESSEE obligates himself/herself to perform the following acts:

1. The LESSEE shall keep the leased market stall/table in good sanitary condition at all times and comply with all the rules and regulations that are now, or may hereafter be prescribed by the Sangguniang Bayan;
2. The LESSEE shall have his/her picture and that of his/her helpers conveniently framed and hung up conspicuously in an appropriate place in the stall/table;
3. The LESSEE shall pay the corresponding market fees in the amount and manner prescribed under existing ordinances or ordinances that may hereafter be enacted by the Sangguniang Bayan;
4. The LESSEE shall personally conduct the business in the stall even if he/she hires or engage the services of helpers;



5. The LESSEE shall not sell or transfer his /her privilege to occupy the aforesaid stall/table nor sub-lease the subject stall to another person, natural or juridical;
6. The LESSEE shall not utilize the aforesaid stall/table or any part thereof for residential purposes;
7. The LESSEE shall not allow anybody to serve or dispense liquor, wine, or any kind of intoxicating beverages inside or in the surrounding premises of the said stall/table;
8. The LESSEE shall not remove, construct or alter the original structure of the booth, electrical wiring or water connection without prior permit from the LESSOR or its authorized representative;
9. The LESSEE shall at all-time display conspicuously inside the leased stalls/tables the business permit granted by the LESSOR;
10. The LESSEE hereby binds to provide trashcans for the respective stall/table and to maintain cleanliness and order in the respective stalls/tables;
11. The LESSEE of Stalls hereby bind to provide a fire extinguisher; and
12. In case of violation of any of the foregoing terms and conditions, the LESSOR shall have the right to summarily eject the LESSEE without the need of any court proceedings and the LESSEE hereby agrees to vacate the leased stall/table.

MUTUAL UNDERSTANDING

1. Nothing in this Contract shall be construed as an exemption from securing the corresponding Mayor's Permit for the operation of a business in the subject stall/table;
2. If, for any reason, the LESSEE discontinues his/her business, or this Contract is revoked before its expiration, the said stall/table shall be considered vacant and its occupancy thereafter shall be disposed of in the manner prescribed under existing municipal ordinances, or municipal ordinances that may hereafter be enacted by the Sangguniang Bayan;
3. Should the LESSEE enter into a business partnership with any party during the duration of this Contract, the LESSEE shall have no authority to transfer to his/her partner the right to occupy the subject stall/table. In case of death or any legal disability of the LESSEE to continue his/her business, the surviving partner may continue occupying the stall/table for a period not exceeding sixty (60) days within which to wind-up the business of such partnership. If the surviving partner is qualified to occupy the said stall/table and the spouse, parent or any of the LESSEE's children is not applying for the stall/table he shall be given the preference to continue occupying the stall/table concerned if he/she will apply for it;
4. Upon expiration of this Contract of Lease, it may be renewed with the LESSEE having the first option to lease the subject stall/table, provided, however, that the LESSEE had complied with all the stipulations contained in this



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Contract and did not violate any existing ordinances, rules and regulations on the operation of business in this municipality's public market. If, for any reason, the LESSEE is no longer interested to renew this Contract upon its expiration, any of his children, parents, or siblings, in that order, shall have the preference or priority to occupy and be awarded the right to lease the subject stall/table, provided, that the concerned party is qualified under the provisions of municipal ordinances that are now being enforced, or may hereafter be enacted by the Sangguniang Bayan;

5. The LESSOR shall not be responsible for any loss of, or damage to, properties of the LESSEE kept inside the subject stall/table which is caused by fire, theft, robbery, *force majeure*, or any unavoidable circumstances beyond the control of the LESSOR. All articles or merchandise of the LESSEE left in the public market or his/her stall/table after closure time shall be at his/her own risk.
6. The LESSOR thru its duly authorized representative shall have the right to inspect the leased in stalls at any reasonable hour of the day;

DURATION

This Contract of Lease shall be for a period of FIVE (5) YEARS renewable upon its expiration, unless sooner revoked thru mutual agreement of both parties, or unilaterally:

- a. **By the LESSEE** – if he decided to discontinue the operation of his business and voluntarily vacating the subject stall/table upon prior notice to the LESSOR.
- b. **By the LESSOR** – if the LESSEE violated any of the terms stipulated in this Contract or violated municipal ordinances, rules and regulations on the operation of business in the municipality's public market.

EFFECTIVITY

This Contract of Lease shall take effect on the date of its ratification before a Notary Public.

IN WITNESS WHEREOF, the parties concerned have hereunto affixed their signatures on this _____ day of _____, at _____.

MUNICIPAL GOVERNMENT
 OF BINGAWAN, ILOILO
 by:

HON. _____ (Municipal Mayor) _____ (Lessee)
 (Lessor)

SIGNED IN THE PRESENCE OF :

ACKNOWLEDGMENT



Republic of the Philippines
 Province of Iloilo
MUNICIPALITY OF BINGAWAN
 Office of the Sangguniang Bayan



Republic of the Philippines)
 Municipality/City _____)

In the Municipality of Bingawan, Iloilo, on this ____ day of _____, personally appeared before me:

NAME	ID NO.	ISSUED BY	ISSUED ON

and who are known to me to be the same persons who executed the foregoing instrument and who acknowledge to me that the same is their free acts and voluntary deeds.

This instrument consists of ____ () pages including this page on which this ratification is written, signed by the parties concerned and their witnesses which pertains to a Contract of Lease of Market Stall/Table.

IN WITNESS WHEREOF, I have hereunto set my signature and affix my notarial zeal on the date and place above given.

NOTARY PUBLIC

DOC. NO. ____
 PAGE NO. ____
 BOOK NO. ____
 SERIES OF ____

Section 1B.04.02. Registry Books for Applicants - It shall be the duty of the Municipal Market Supervisor or his/her authorized representative to keep a register books showing the names and addresses of all applicants for the vacant stalls/tables, the numbers and descriptions of the stall/table applied for by them and the date and time of receipt by the Municipal Market Supervisor to acknowledge receipt of the application setting forth therein the time and date of receipt thereof.

Section 1B.04.03. Preference to the Filipino Applicants - Only citizen of the Republic of the Philippines who are not otherwise legally disqualified or incapacitated can lease market stalls, tables or kiosks in the Bingawan Public Market.

Section 1B.05. Stalls/Tables Occupancy

Section 1B.05.01. Requisite After Grant of Stalls/Tables - The successful applicant shall furnish the Municipal Market Supervisor pieces of his or her picture immediately after the award of the lease. It shall be the duty of the Municipal Market Supervisor to affix copy of the picture to the application and another copy to the record card kept for the purpose.

Section 1B.05.02. Vacancy of Stall/Table Before Expiration of the Lease - Should for any reason a lessee discontinue or be required to discontinue his/her business before his/her lease of the stall/table expires such stall/table shall be considered vacant and its occupancy thereafter shall be dispensed of in the manner prescribed in this Article.



Section 1B.05.03. Partnership with Stallholder/Tableholder – A market stallholder/tableholder who enters into business with any party after he had acquired the right to lease such stall/table shall have no authority to transfer to his/her partner (s) the right to occupy the stall/table. Provided, however, that in case of death or any legal disability of such stallholder/tableholder to continue in his/her business occupying the stall/table for a period of not exceeding sixty (60) days within which to wind up the business of the partnership. If the surviving partner is otherwise qualified to occupy a market stall/table under the provisions hereof, and the spouse, parent, son, daughter or relative within the third degree of consanguinity or affinity of the deceased is not applying for the stall/table he/she shall be given the preference to continue occupying the stall/table concerned if he/she applies therefor.

Section 1B.05.04. Death, Disability or Incapacity of Stallholder/Tableholder – Upon the death, disability or incapacity of the lawful holder of a stall/table in the Bingawan Public Market all his/her rights and privileges previously acquired shall be transmitted in the following order:

1. surviving spouse;
2. legitimate children;
3. the father or mother of the occupant of the stall/table; and
4. relative within the fourth degree of affinity/consanguinity.

Section 1B.05.05. Lessee to Personally Administer Stall/Table – Any person who has been awarded the right to lease a market stall/table in accordance with the provisions hereof, shall occupy, administer and be present personally at his/her stall(s) or table(s). Provided, however, that he/she may employ helpers who must be citizens of the Philippines, including but not limited to the spouse, parent and children of the stallholder/tableholder who are actually living with him/her and who are not disqualified under the provisions hereof; Provide further, that the persons to be employed as helpers shall, under no circumstances, be persons with whom the stall/table helper has any commercial relation or transaction. Violation of this Section is sufficient ground for cancellation of the lease and ejection of the stallholder/tableholder.

Section 1B.05.06. Dummies, Sub-Lease of Stalls/Tables - In any case where the person, required to be the holder or lessee of a stall/table, in the public market, is found to be in reality not the person who is actually occupying said stall/table, the lease shall be cancelled and the stallholder/tableholder ejected. If upon investigation such stallholder/tableholder shall be found to have sub-leased his or her stall/table, to another person or to have connived with such person so that the latter may for any reason not be able to occupy the said stall/table said lease shall also be cancelled and the stallholder/tableholder ejected. The stall/table shall be declared vacant and adjudicated accordingly.

Section 1B.05.07. Prohibitions – No person suffering from any communicable disease shall be permitted to engage in business in the Bingawan Public Market or may be employed therein in any capacity.

Section 1B.05.08. Forward Movement – When a stall/table or series of stalls/tables become vacant, the adjoining stallholders/tableholders shall have preference to the lease or occupation of the vacant stall(s)/table(s) in which case the occupant of stall/table located in the line stall(s)/table(s) concerned, may move forward toward the corner stall/table; Provided, however, that this section shall not apply to stallholders/tableholders who are not citizens of the Philippines. Provided, furthermore, that the total number of



stallholders/tableholders in a given line of stall/table, half are entitled to move forward the right when all of the vacant stall(s)/table(s) are on their right; the other half toward the left corner should contrary be the case; and Provided finally, that the right to move toward the corner on stalls/tables vacated only and be expressly waived, in which case, the stallholders immediately next to the stallholders/tableholders refuses to move forward, may occupy the stall(s)/table(s) not occupied.

Section 1B.05.09. Occupation of Stalls/Tables – Stallholders/Tableholders shall not be allowed to occupy stalls/tables or space other than those leased to them, and it shall be the duty of the Market In-Charge and his/her subordinates to enforce this prohibition and apply, in proper cases, the penalty as provided in this ordinance.

Section 1B.06. Responsibility for loss or damage of articles or merchandise after closure time.

1. All articles or merchandise left in the public market after closure time shall be at the risk of the stall/table holder or owner thereof. The municipal government shall not be responsible for any loss or damage of the lessee’s property cause by fire, theft robbery, “*force majeure*” or any other unavoidable cause.

2. All articles abandoned on any public market building in violation of any provisions of this Article or any regulations or rules relating to the management of the market, shall be deemed a nuisance, and shall be the duty of the Market Administrator or the Officer-In-Charge thereof to take custody of such articles. In case the articles are not claimed within twenty-four (24) hours thereafter, they shall be deteriorated as to constitute a menace to public health, in which, they shall be disposed of in the manner directed by the Market Administrator or the officer thereof, who may also in his discretion, cause the criminal prosecution of the guilty party, or merely warn him against future violation. In case 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 shall be disposed of in the accordance with law.

CHAPTER IV

TERMINAL FEE

Section 1.01. Imposition of Terminal Fee - A terminal fee shall be collected for the use of the Bingawan Public Market parking area(s) in accordance with the following schedule:

- | | | |
|---|---|-----------------|
| (a) Passenger Buses or Cargo Trucks | - | PhP 15.00/trip |
| (b) Mini-Buses, Jeepneys, Cargo Vans,
Cars and Jeeps | - | PhP 10.00/trip |
| (c) Tricycle, Motorcycles and Pedicabs | - | PhP 10.00 daily |

Section 1.02. Time of Payment - The Terminal Fees imposed herein shall be paid to the Municipal Treasurer, Market Supervisor or their authorized representative upon parking thereon.

Section 1.03. Surcharge for Late Payment - Failure to pay the Terminal Fees prescribed in this chapter within the time required shall subject the tax payer or the



vehicle owner to a surcharge of Twenty Five Percent (25%) of the original amount due. Such surcharge shall be paid at the same time and in the same manner as the fee due.

CHAPTER V

GENERAL PENAL PROVISIONS

Section 1.01. Penalty - Any violation of the provisions of this Code not herein otherwise covered by specific penalty, or of the rules and regulations promulgated under authority of this Code, shall be punished by a fine of not exceeding Two Thousand Five Hundred Pesos (PhP 2,500.00), or imprisonment of not exceeding six (6) months or both such fine and imprisonment, at the discretion of the Court.

Payment of a fine or service of imprisonment as herein provided shall not relieve the offender from the payment of the delinquent tax, fee or charge imposed under this Code.

If the violation is committed by any juridical entity, the President, General Manager, or any person entrusted with the administration thereof at the time of the commission of the violation shall be held responsible or liable therefor.

CHAPTER VI

FINAL PROVISIONS

Section 1.01. Administrative Provision. The Municipal Mayor shall issue such other rules and regulations for the smooth implementation of this Ordinance.

Section 1.02. Separability Clause. If for any reason, any provision, section or part of this Code is declared not valid by a Court of competent jurisdiction or suspended or revoked by the Sangguniang Panlalawigan, such judgment shall not affected or impair the remaining provisions, section, or parts thereof which shall remain or continue to be in full force and effect.

Section 1.03. Applicability Clause. All other matters relating to the impositions in this Code shall be governed be pertinent provision of existing laws and other ordinances.

Section 1.04. Repealing Clause - All ordinances, rules and regulations, or parts thereof, in conflict with, or inconsistent with any provisions of this Code, are hereby repealed, amended or modified accordingly.

Section 1.05. Effectivity - This ordinance shall take effect on the day following its posting in the bulletin board at the entrance of the Municipal Hall and in at least two (2) other conspicuous places in the municipality for a minimum period of three (3) consecutive weeks and after publication in a newspaper of general circulation in the Province of Iloilo.

ENACTED, this 13th day of September 2017.

I HEREBY CERTIFY to the veracity of the above-quoted ordinance.



Republic of the Philippines
Province of Iloilo
MUNICIPALITY OF BINGAWAN
Office of the Sangguniang Bayan



CERTIFIED CORRECT:

JULIO C. CASTIGADOR
SB Secretary

ATTESTED:

MATT P. PALABRICA, Ph.D.
Municipal Vice Mayor/Presiding Officer

APPROVED:

MARK P. PALABRICA
Municipal Mayor

Signed on: 14 SEP 2017