



Republic of the Philippines
PROVINCE OF NEGROS OCCIDENTAL
Old Capitol Building, Bacolod City
Tel. No. 707-8075 (Admin) * 435-7698 (Board Member) * 709-0121 (Legislative Division)
OFFICE OF THE SANGGUNIANG PANLALAWIGAN

EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNIANG PANLALAWIGAN OF THE PROVINCE OF NEGROS OCCIDENTAL HELD IN THE CITY OF BACOLOD ON THE 9TH DAY OF DECEMBER 2025

PRESENT:

Hon. Jose Benito A. Alonso	Vice-Governor/Presiding Officer
Hon. Laurence Marxlen J. de la Cruz	Member - 1 st District
Hon. Araceli T. Somosa	Member - 1 st District
Hon. Sixto Teofilo Roxas V. Guanzon, Jr.	Member - 2 nd District
Hon. Arthur Christopher D. Marañon	Member - 2 nd District
Hon. Andrew Gerard L. Montelibano	Member - 3 rd District
Hon. Hope Marey B. Depasucat	Member - 3 rd District
Hon. Patricia Paula M. Alonso-Valderrama	Member - 4 th District
Hon. Nicholas M. Yulo	Member - 4 th District
Hon. Hadji P. Trojillo	Member - 5 th District
Hon. Jeffrey T. Tubola	Member - 6 th District
Hon. Genaro G. Alvarez, IV	Member - 6 th District
Hon. Richard Julius L. Sablan	Member - ABC Rep
Hon. Mayvelyn L. Madrid	Member - SKF Rep.

ON OFFICIAL BUSINESS:

Hon. Rita Angela S. Gatuslao	Member - 5 th District
Hon. Julius Martin D. Asistio	Member - PCL Rep.

ORDINANCE NO. 026
Series of 2025

AN ORDINANCE ADDING SECTIONS 30A AND AMENDING SECTIONS 33, 34, 35 AND 36 OF THE 2022 PROVINCIAL TAX ORDINANCE NO. 002, SERIES OF 2022, AS AMENDED, OTHERWISE KNOWN AS THE PROVINCIAL REVENUE CODE, IN PARTICULAR THE FEES, RATES, CHARGES, REMEDIES AND ADMINISTRATIVE PROVISIONS RELATIVE TO THE NEGROS CULTURE HUB TOURS, FOOD TERMINAL MARKET OF OCCIDENTAL NEGROS (FTMON), NEGROS RESIDENCES, MAMBUKAL RESORT AND WILDLIFE SANCTUARY, AND MAMBUKAL CATERING SERVICES, AND AMENDING SECTION 2 AND SUBSECTION 7.1 (IMPOSITION OF TAX), TO INCLUDE PETRIFIED WOOD AND LAHAR MATERIALS

WHEREAS, the Sangguniang Panlalawigan of the Province of Negros Occidental enacted Provincial Tax Ordinance No. 002, series of 2022, which is also known as the 2022 Provincial Revenue Code of the Province of Negros Occidental;

WHEREAS, the Revenue Code of the Province of Negros Occidental serves as the primary regulatory framework governing the additional sources of revenue within the jurisdiction of the province, *e.g.*, its economic enterprises;

WHEREAS, it is imperative to review and update the Revenue Code's provisions on economic enterprises to adapt to changing economic conditions and expectations, industry standards, and local needs;



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WHEREAS, the Negros Culture Hub Tours needs to be added as an additional revenue center, and the provisions relevant to the Food Terminal Market of Occidental Negros, Negros Residences, Mambukal Resort and Wildlife Sanctuary, and Mambukal Catering Services need to be amended to ensure clarity, efficiency and effectiveness in revenue collection and regulatory enforcement;

WHEREAS, under the Local Government Code of 1991, the Province is empowered to impose taxes, fees, and charges on the extraction of minerals and other natural resources within its boundaries;

WHEREAS, the extraction of lahar and petrified wood, both considered as mineral resources, has significant economic and environmental implications that warrant proper oversight and taxation;

WHEREAS, the Provincial Government of Negros Occidental recognizes the need to regulate and generate revenue from the commercial extraction of lahar materials and petrified wood within its territorial jurisdiction;

BE IT ORDAINED, by the Sangguniang Panlalawigan of Negros Occidental in its Regular Session duly assembled, to enact this ordinance, to wit:

PART I
ECONOMIC ENTERPRISE DEVELOPMENT DEPARTMENT

ARTICLE I
NEGROS CULTURE HUB TOURS

Section 1. Section 30A, 30A.1, 30A.2, and 30A.3 of the *Provincial Tax Ordinance No. 002, Series of 2022, as amended, otherwise known as the Provincial Revenue Code*, is hereby added as follows:

Section 30A. NEGROS CULTURE HUB TOURS. - There are hereby imposed the following fees and charges for the Culture Hub Tour at the rates hereunder fixed as follows:

	TOUR A (Capitol, Bacolod & Panaad Park)	TOUR B (Bacolod-Tali say-Silay Sugar Trail)	TOUR C (Bacolod City- Mambukal)	TOUR D (Bacolod Talisay- Silay Heritage Trail)	TOUR E (Bacolod -North)	TOUR F (Bacolod- Central-South)	TOUR G (Bacolod-D on Salvador via Murcia)
Cost per pax (in PhP)	450.00	500.00	500.00	500.00	600.00	600.00	600.00

Section 30A.1. Discounts. Discounts on the fees in this section may be granted at the sole discretion of the Governor, up to ten percent (10%) of the existing rate.



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Section 30A.2. Time, Place and Manner of Payment. The above mentioned fees and charges shall be paid to the Provincial Treasurer or their duly authorized deputies, before the use of the facility.

Section 30A.3. Cancellation, Refund and Rebooking.

- (i) Full payment is needed to confirm a spot in the tours.
- (ii) All fees and charges paid are non-refundable. However, at least three (3) days before the tour, rebooking and rescheduling is allowed, to a date within three (3) months of the original schedule.
- (iii) Cancellations made within three (3) days before the tour until the day of the event shall be treated as no-shows. All clients that are no-shows shall not be entitled to any refund, nor shall they be allowed to rebook.
- (iv) In case of fortuitous events, a refund of the payment may be allowed, subject to a ten percent (10%) processing fee. Clients may also be allowed to rebook within three (3) months from the date of the tour, subject to availability of facility.
- (v) The Provincial Government of Negros Occidental shall not be held accountable for any delay in the grant of refunds. Clients are advised to follow up as necessary.

ARTICLE II
FOOD TERMINAL MARKET OF OCCIDENTAL NEGROS

Section 1. Section 33 of the *Provincial Tax Ordinance No. 002, Series of 2022, as amended, otherwise known as the Provincial Revenue Code*, is hereby amended as follows:

“Section 33. FOOD TERMINAL MARKET OF OCCIDENTAL NEGROS (FTMON). - This section shall apply to all business locators, lessees and occupants of the blocks, stalls, kiosks, bay, spaces, parking and other facilities within the premises of the Food Terminal Market of Occidental Negros.

Section 33.1. IMPOSITION. There are hereby imposed the following fees and charges for the lease and use of blocks, stalls, kiosks, bay, spaces, parking and other facilities within the Food Terminal Market of Occidental Negros (FTMON) at the rates hereunder fixed as follows:

A. ENTRANCE FEE for all suppliers



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Vehicles with more than 10 wheels	P180.00/day
10 Wheelers	P150.00/day
6 Wheelers	P100.00/day
4 Wheelers	P 50.00/day
Trisikad/Tricycle/Less than 4 wheels	P 20.00/day

All suppliers delivering goods to FTMON shall be required to pay the prescribed entrance fee. Deliveries must be made within the designated Bagsakan area and only during the scheduled time to prevent congestion and avoid conflicts during peak hours.

- B. RENTAL FEE** for FTMON market blocks, stalls, spaces, extensions, function rooms, parking space and other facilities within the premises of FTMON

1. Tulahan

Category	No. of Units	Area in sqm	Rate/unit/day	Monthly Rate
Rentable Kitchen	13	30	P600.00	P18,000.00
Vending Kiosk	15	1.5	P100.00	P 3,000.00
Storage Space	14	2.3	P 50.00	P 1,500.00

2. Market Stalls

Category	No. of Units	Area in sqm	Rate/unit/day	Monthly Rate
Fish	24	4	P200.00	P 6,000.00
Fruits/Vegetables	16	6	P300.00	P 9,000.00
Meat/Poultry	7	5.4	P300.00	P 9,000.00
Dry Goods	8	12	P600.00	P18,000.00

*Individual sub-meter shall be installed for electricity and water on the account of the lessee.

3. Bagsakan

Category	No. of Units	Ave. area	Rate/unit/day	Monthly Rate
Regular season	10 bays	84 sqm.	P1,400.00	P42,000.00
Off season			P1,000.00	P30,000.00
Stall Rental	3	12 sqm.	P 300.00	P 9,000.00

*The off-season rate is based on the Department of Agriculture - Bureau of Fisheries and Aquatic Resources-DA-BFAR imposition of a three-month Fishing ban in the Visayan Sea.



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Rental Fee for Tulahan, Market Stalls and Bagsakan shall be computed monthly and may be paid daily, weekly, semi-monthly or monthly provided that the same shall be paid on or before the due date, otherwise interest shall be imposed.

4. Pala Pala Street

Category	Area in sqm	Rate / unit / day	Monthly Rate
Grilling Station	1.5 sqm	P35.00	P1,050.00
Food Truck/Booth	1.5 sqm	P35.00	P1,050.00

5. Function Rooms

Capacity	Rate/Unit/ 8 hrs.	Rate in excess of 8 hours on a per hour basis	Rate/unit/4 hours	Rate in excess of 4 hours on a per hour basis
60 pax	P3,500.00	P500.00	P2,500.00	P400.00
48 pax	P3,000.00	P400.00	P2,000.00	P300.00
24 pax	P2,000.00	P250.00	P1,300.00	P200.00
18 pax	P1,500.00	P200.00	P1,000.00	P150.00

Provided that, in case customers of the Tulahan want to dine in any vacant function room, they shall be required to have a minimum order of Two Thousand Pesos (P2,000.00) for the common use of any air-conditioned room in the 2nd level, for a maximum of two (2) hours. A seven percent (7%) charge shall be added to the customer's bill. Should any customer use the function room in excess of two (2) hours, they shall be liable to pay rental at the rates provided in the table above. It shall be understood that the use of the function room is not exclusive for any group, unless they pay for the rental of the function room based on the rates provided above.

6. LED Wall/ LED Panel Rental – The following rates shall be imposed on the rental of the LED Wall / LED Panel.

8.2 x 6.5 feet (20 panels)	P10,000.00 (maximum of 8 hours)
11.482 x 8.202 feet (35 panels)	P17,500.00 (maximum of 8 hours)
14.765 x 9.842 feet (54 panels)	P27,000.00 (maximum of 8 hours)



7. Parking Spaces

Any individual or entity intending to lease a specific parking slot shall pay a rental fee of **One Thousand Five Hundred Pesos (P1,500.00)** per month for each slot.

OVERNIGHT PARKING FEE. Parking fee for vehicles inside the FTMON area shall be **P200.00** overnight from 10 o'clock in the evening until 6 o'clock the next morning.

8. Commission Fee - FTMON shall be allowed to collect and receive ten percent (10%) commission fees as a sales agent of TLDC. Previous commission fees for the year 2024, if any, shall also be allowed to be collected and received.

FTMON shall also be allowed to collect commission fees from other sources, provided that the same should be pursuant to a valid contract.

9. Food Plaza

Any individual or entity intending to lease the Food Plaza for an event shall be subject to the following rental fee:

	Rate / Unit / 8 hrs.	Rate in excess of 8 hours, on a per hour basis	Rate / unit / 4 hours	Rate in excess of 4 hours, on a per hour basis
Venue Only	P10,000.00	P1,500.00	P7,000.00	P1,000.00
Venue with Sounds and Lights	P15,000.00	P3,000.00	P10,000.00	P2,000.00

The EEDD Head, as the Market Administrator, shall issue policies and guidelines under this paragraph.

Inclusions and Terms on Meeting and Function Rooms: Rental payment for the venue

- Tables, chairs, one (1) unit overhead projector with screen and sound system with the Two (2) units microphone payable to the Provincial Treasurer’s Office.
- For private functions, the remaining balance for the venue rental shall be paid to the Provincial Treasurer’s Office on or before the booking date.

Other Terms and Conditions

- A No Smoking Policy shall be enforced on all meeting and function room areas.
- The individual/company shall be responsible for any damage made to the meeting and function room during the stay or function. The corresponding repair charges shall be billed accordingly to the value of damages.
- The Venue Cancellation and Refund Policies in Section 33.6 shall be followed.
- Should there be equipment lost due to the fault or negligence of a client or its authorized agents, the client shall be required to pay an amount equivalent to one hundred fifty percent (150%)



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of the replacement cost of the item, which shall be determined based on the procedures of the Province as of the time of loss.

C. ADDITIONAL CHARGES FOR LIGHTING AND ELECTRICAL EQUIPMENT

	4 Hrs.	8 Hrs.
1. Lighting/Additional Microphone	P100.00 / unit	P150.00 / unit
2. Electrical Equipment (except cooking appliances)	P200.00 / unit	P300.00 / unit
3. Electric Cooking Appliances	P300.00 / unit	P500.00 / unit

Chairs will be provided based on the number of participants declared in the venue reservation sheet. If additional chairs are required beyond the declared number, FTMON shall charge One Hundred Pesos (P100.00) for every ten (10) additional chairs.

D. CUSA (COMMON USE SERVICE AREA) FEE. In addition to rent, each tenant shall be required to pay the following fixed CUSA Fees depending on its stall area. This fee shall be added to the tenant’s bill, and collected monthly.

Category	CUSA Fee
Tulahan Kitchen	P300.00
Vending Kiosk	P300.00
Meat and Poultry	P200.00
Fish Stall	P200.00
Dry Goods	P200.00
Fruits and Vegetables (General Merchandise)	P200.00
Bagsakan Stall	P200.00
Bagsakan Bay	P200.00
Grilling Stations without stall inside Food Plaza	P500.00
Food Truck/ Booth	P500.00

Adjustments to the CUSA Fee may be made annually at a rate of not more than five percent (5%) by the Provincial Governor, upon recommendation of the EEDD Head with proper justification.

E. UTILITY FEE - ELECTRICITY. There is hereby imposed a markup of three percent (3%) on electric utility costs incurred by tenants, calculated based on the prevailing price of electricity per kilowatt-hour as determined by the electric power provider.



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F. BILLBOARD SPACES. FTMON shall be authorized to identify billboard spaces within areas under its jurisdiction, which may be offered as advertising spaces to third parties. It shall be allowed to offer these spaces for lease, or to contract with third parties for any fee in relation to any measure beneficial to the Province, within a valid contract.

The collection of any applicable and appropriate fee, commission, consideration or remuneration in relation to these spaces is hereby imposed. The rates and amount, and terms and conditions of the transaction, which shall be beneficial to the Province, shall be determined through a valid contract.

G. CORKAGE. A corkage fee of Five Hundred Pesos (P500.00) shall be imposed on clients with caterers that are not Mambukal or FTMON Food Plaza tenants, and on government clients with no Purchase Orders for their catering services.

H. DISCOUNTS. Discounts on any of FTMON's products and services may be granted at the sole discretion of the Governor, up to two percent (2%) of the existing rate.

I. WI-FI SERVICE. For access to wireless internet, there is hereby imposed wi-fi service fees at a rate of Ten Pesos (P10.00) for every thirty (30) minutes.

Wi-Fi services are subject to technical limitations, and PGNO ICTD reserves the right to manage bandwidth and implement fair use policies. FTMON shall not be held liable for service interruptions or technical issues beyond its control.

Adjustments to the fees in this Section may be made annually at a rate of not more than five percent (5%) by the Provincial Governor, upon recommendation of the EEDD Head with proper justification.

Section 33.2. TIME, PLACE AND MANNER OF PAYMENT. – The herein imposition shall be paid in accordance with this provision.

Time	Place	Manner
Rental Fee for the Tulahan, Market Stalls and Bagsakan shall be paid on a daily basis. CUSA shall be payable on or before the 10th day of the ensuing month after which interest shall be imposed. Entrance Fee shall be paid before the entry of all products in the Food terminal.	Payment shall be paid to the Provincial Treasurer or his/her authorized deputy/ representative	It shall be paid on a daily, weekly, semi-monthly or monthly before the due date on the 10 th of every month in cash or manager's check.



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Local Chief Executive (Governor) is hereby authorized without need of further resolution/ordinance to adjust the rates on fees and charges on rentals of FTMON Stalls, spaces, functions and entrance fees but in no case shall be lower than fifty (50%) of the rates imposed upon recommendation by the FTMON Committee that may be due to economic conditions, competitive market pricing and off season based on the Dept. of Agriculture-Bureau of Fisheries and Aquatic Resources (DA-BFAR) imposition of a three-month fishing ban in the Visayan Sea.

Section 33.3. PENALTIES/INTEREST FOR LATE PAYMENT. Failure to pay rentals and other fees for space or storage rooms within the prescribed period, *i.e.*, the 10th day of the month. After which, the tenant shall be subject to an interest of two percent (2%) per month until the obligation is fully paid.

Section 33.4. PENAL PROVISIONS. - It shall be unlawful for any person or group of persons to unload at the food terminal market without payment of entrance fees. Violation of these provisions shall be penalized by a fine of not less than one thousand pesos P1,000.00 but not more than Five Thousand pesos (P5,000.00) or by imprisonment of not less than one (1) month but not more than six (6) months, or both at the discretion of the court.

Section 33.5. ADMINISTRATIVE PROVISIONS.

1. SANITATION

- A. Cleanliness and Sanitation. - The FTMON must at all times be disinfected and kept clean and in sanitary condition to safeguard the health and safety of the buying public, as well as the stall owners, vendors and market personnel. Facilities for disinfection, especially against COVID-19, and sanitation and maintenance such as cleaning and elimination of harborages of vermin shall be provided.
- B. Disinfection and Sanitation Unit. - Adequate personnel shall be provided to ensure the maintenance of cleanliness and sanitation within the FTMON and its premises.
- C. Responsibility of Individual Stall Owners/Vendors. - Individual stall owners/vendors shall keep and maintain their stalls in clean and sanitary condition; they shall likewise be responsible for the cleanliness of the passageways, alleys or spaces immediately in front, behind or beside their stalls. Together with local market authorities and personnel, market vendors and stall owners shall be responsible for the general cleanliness and sanitation of the public market and premises.
- D. Facilities and Sanitation. - There shall be proper and adequate drainage and sewage systems in FTMON to ensure cleanliness and sanitation. Appropriate facilities to prevent viral spread and transmission shall be installed.
- E. Water and Drinking Facilities. - FTMON shall have available ample water for cleaning. There shall be separate drinking facilities to prevent contamination.
- F. Public Toilets. - Public toilets with adequate lavatories, at least one for men and one for women, shall be provided and installed in strict conformity with the Sanitation Code and the same shall be kept clean and sanitary at all times.
- G. Garbage Receptacles. - The FTMON shall be provided with large garbage receptacles of fly-and-rat-proof type for the collection of all the garbage and rubbish in the market and its



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premises. In addition, an adequate number of garbage cans shall be placed at strategic places for the garbage and rubbish of the buyers, ambulant vendors and public market personnel. Likewise all stall owners and vendors shall be required to have individual garbage cans with corresponding markings – biodegradable, non-biodegradable. All garbage receptacles must be properly covered to keep them from becoming the breeding places of flies, mice, rats, mosquitoes, and other insects.

- H. Disposal of Garbage. - It shall be the responsibility of the individual stall owners and vendors to dispose of their garbage at the end of each day by placing them in the receptacle referred to in Section 1G hereof. However, the disposal of the garbage of the buying public and market personnel shall be the responsibility of the market personnel. The waste dumping area of disposed garbage shall be located at convenient places accessible to garbage collectors/trucks. Solid waste accumulated at each stall shall be transferred to the central dumping area to facilitate efficient solid waste management.
- I. Time for Collection and Disposal of Garbage. - All the garbage and rubbish of the FTMON must be collected and disposed of at appropriate schedules to be determined by the local market authorities.
- J. Meat and Chicken Products. - All meat and chicken products shall be inspected pursuant to existing laws and local ordinances.
- K. Sale of Marine Products. - Only freshly caught fish and marine products or dried, salted, smoked, or fermented fish, and marine products, which are safe for consumption, shall be sold. Fish and other marine products caught in areas contaminated by toxic substances or high in mercury count as determined by the Department of Health (DOH) through the Bureau of Food and Drug (BFAD) in coordination with the Bureau of Fisheries and Aquatic Resources (BFAR), shall be condemned and shall not be allowed for sale
- L. Protection and Prevention of Food Contamination. - All kinds of food which require no further cooking shall be wrapped, covered or enclosed in containers to preserve their freshness and prevent contamination.
- M. Sale of Liquor and other Alcoholic beverages – only Tulahan Kitchen Operators are authorized to sell liquors and alcoholic beverages.

2. SERVICE AREAS / FACILITIES

- A. Service Areas. - Storage facilities and other support and auxiliary market facilities, such as those intended for ice and cold storage, shall be appropriately situated to facilitate efficient storage and distribution of ice and perishable goods delivered to the market.
- B. Parking Spaces. - Ample parking space shall be provided within the vicinity of the public market. Designated areas shall be assigned per vehicle category. Specific guidelines on parking may be issued by the FTMON Admin as the need arises.
- C. Ramps and Stairways. - Ramps shall be placed in strategic, visible locations near the approach points to the market structure and shall conform to the provisions of the existing accessibility law which requires building, institutions, establishments and public utilities to install facilities and devices to enhance the mobility of disabled persons. Regular stairways shall complement the ramps installed in the market.



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- D. Market Aisles. - To facilitate mobility, security and safety at all times, market aisles shall be free from any obstruction. Market officials and personnel and policemen detailed in the vicinity of the public market shall exercise strict vigilance on this matter and enjoin strict compliance with this provision.
- E. Smoking Areas. – Smoking is allowed only within the designated smoking area identified outside the FTMON building. (Pursuant to Executive Order No. 26, series of 2017, “PROVIDING FOR THE ESTABLISHMENT OF SMOKE-FREE ENVIRONMENTS IN PUBLIC AND ENCLOSED PLACES,” Section 3. Prohibited Acts: (a) Smoking within enclosed public places conveyances, whether stationary or in motion, except in DSAs fully compliant with the requirements of Section 4 of this Order; Section 7. Penalties: Violations of this order shall be punishable in accordance with the applicable penalties provided under section 32 of RA No. 9211 and other applicable laws.)
- F. Food Stalls. – Vending Kiosks should offer branding not in conflict with Tulahan Kitchen product lines and nature of operations;
- G. Fruits and Vegetables Areas. - General Merchandise and Service shops may be accepted as Fruits and Vegetables Stalls for product and service variety.
- H. Pala-Pala Street - Grilling stations shall be installed on Pala-Pala Street, which is situated within the San Juan Street parking area. Other grilling areas may be identified.

The installation of grilling stations shall adhere to a singular design agreed upon by tenants and the FTMON Market Committee. Grilling stations shall be equipped with necessary safety features and amenities to ensure the well-being of users and compliance with local regulations.

Operational guidelines for the use of grilling stations shall be established, including hours of operation, maintenance requirements, and user responsibilities. Tenants shall ensure compliance with all relevant local laws and regulations. Regular inspections shall be conducted to ensure that the grilling stations meet safety and operational standards.

- I. Meat and Poultry Area - Fish and marine products may be sold in stalls located within the Meat and Poultry Area, provided that if awarded as such, the stall shall be exclusively used for the sale of fish and marine products. Proper signage indicating the stall as a Fish and Marine Products Stall shall be displayed clearly by the tenant.
- J. All Tulahan Kitchen, Vending Kiosk, and Grill Station tenants shall strictly observe the prescribed operating hours, unless there is prior written approval from FTMON Administration. Otherwise, the penalties under this Ordinance shall be imposed.

3. AWARDS AND OCCUPANCY OF STALLS.

- A. Award, How Made. - Award or adjudication of newly constructed or vacant stall shall be made pursuant to the provision of this Code.



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B. Market Committee. - The FTMON Market Committee is hereby constituted which shall be composed of the following:

Provincial Administrator - Chairman

Provincial Legal Office – Member

Provincial Treasurer – Member

Sangguniang Panlalawigan Chairman of the Economic Enterprise Committee – Member

Head of the Economic Enterprise Department – Member

Market Vendors Association President/Representative – Member Market
Supervisor – Secretariat

C. The functions of the FTMON Market Committee are as follows:

- a) Qualify prospective stall/area applicants.
- b) Conduct the bidding and opening of proposals in connection with the adjudication of newly constructed or vacant stalls or areas in the FTMON as prescribed in the Ordinance.
- c) Certify to the Provincial Governor the results of the bidding and winning bidders.
- d) Outright decline an unsolicited proposal for non-compliance with the following conditions: 1) The terms thereof are advantageous to the Province of Negros Occidental; 2) It involves a business that will contribute to the economic development of the Province; and 3) No direct government guarantee, subsidy or equity is required.
- e) Reject unsolicited proposals that are identical or have similarly advantageous terms for the same area/stall.
- f) Decide and inform the proponent with the meritorious unsolicited proposal and invite comparative or competitive proposals through posting of notices at the Provincial Capitol and at the Administration office of the FTMON.
- g) Evaluate and approve additional rules, regulations, policies, and guidelines recommended by the Economic Enterprise Department Head and Market Supervisor as the Market Administrator who shall exercise immediate and direct supervision and control over the operation of FTMON.
- h) Formulate policies and plans concerning FTMON sanitation, cleanliness, security and order within premises.
- i) Evaluate the recommendations of the Economic Enterprise Head for the acquisition, maintenance, utilization and disposal of market properties and for creation of necessary positions in the public market in order to attain effective and efficient delivery of the needed services of the operation of FTMON.
- j) Conduct investigation and evaluate the recommendation for the revocation of the Lease Contract of the Lessee for the violations of the rules, regulations, policies and commission of Prohibited Acts in the Conduct of the Business as enumerated in Section 33.5(7) of this Code.
- k) Uphold the recommended Sanctions and Penalties to be given to the violators as mentioned in Section 33.5(8) of this Code.



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- l) Evaluate and approve the application for market stalls, its requirements and conditions.
- m) Recommend to the *Sangguniang Panlalawigan* of Negros Occidental the imposition of fixed rates of stalls/blocks/kiosk/carts/units and other income generating utilities within FTMON.

D. Qualifications of Stall/Area Applicants. - Prospective lessees of any FTMON stall/area shall possess the following qualifications:

- a. Must be a Filipino Citizen
- b. Must have no derogatory records of delinquency at the time of the application of stall/area occupancy.
- c. Must be a taxpayer in good standing with the Province
- d. Must be of good moral character

Residents of the component cities and municipalities of the Province shall be given preference in the occupancy or lease of stalls/areas over non-resident applicants at the time of the awarding of stalls.

E. Stall/Area Vacancy. - Market stalls/areas shall be deemed vacant under any of the following circumstance:

- a. When it is newly constructed
- b. When it is declared vacant by the Province for the following circumstances:
 - 1. Abandonment by the lessee-occupant.
 - 2. Violation of the terms and conditions of the Contract of Lease.
 - 3. Voluntary surrender by the Lessee of the leased premises.

F. Adjudication of Vacant Stalls to Applicants. - Vacant stalls shall be leased to applicants in the following manner:

- a. A notice of vacancy of the commercial areas/stalls shall be posted at the Provincial Capitol and the Administration Office of the FTMON for a period of not less than ten (10) days prior to the date of actual award to qualified applicants to apprise the public of the fact that such areas/stalls are vacant and available for lease.
- b. Prospective lessees shall submit the duly accomplished Application to Lease Forms in three copies, together with the official receipt of the Application Fee to the Administration office of the FTMON.

- a. In addition to the aforementioned requirements, prospective lessees shall offer a Goodwill Fee as provided under Section 33.5(3.G) of this Code.



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- c. All vacant stalls posted for lease shall be offered on an “as is where is” basis. Each stall shall be leased in its existing physical condition and location at the time of posting or award, without any obligation on the part of the Provincial Government of Negros Occidental to undertake repairs, renovations, or improvements prior to occupancy. The lessee shall be deemed to have inspected and accepted the condition of the stall and shall assume full responsibility for any repair or improvement necessary for its intended use, subject to the approval and applicable regulations of the FTMON Administration.
- d. Application to Lease Forms shall be available for purchase at the Provincial Treasurer’s Office. There shall be one (1) application form for every area/stall intended to be leased by the applicant.

The Application to Lease shall be in the form prescribed in Implementing Rules and Regulation which shall be prepared by the Provincial Legal Office upon effectivity of this Code. An application fee shall be collected by the Provincial Treasurer’s Office for every application to lease form procured in the amount of Five Hundred Pesos – P500.00.

- e. It shall be the duty of the Administration Office of the FTMON to keep a registry book showing the names and addresses of all applicants for vacant commercial block/stalls, the description of the block/stall applied for by them, and the date and hour of receipt of each application.
 - f. Thereafter, Applications to Lease received by the Administration Office shall be forwarded to the FTMON Market Committee for evaluation and determination of the winning bidder.
 - g. The winning bidder shall have seven (7) days to receive the Notice of Award from the day of notification. Failure to do so shall result in the revocation of the award in favor of the next highest bidder. He shall then furnish the Administration Office of the FTMON two (2) copies of his 1x1 ID pictures immediately after the award of the lease. It shall be the duty of the Administration Office to affix one (1) copy of the picture to the application and the other copy to the record card kept for that purpose.
- G. Goodwill Fee. - Notwithstanding the provisions of this Section, the area/stall shall be awarded to the applicant who offered the highest goodwill fee. The minimum goodwill fee is fixed at One Thousand Pesos P1,000.00 per square meter.

If a prospective lessee is declared the winning bidder, the goodwill fee shall be due and payable within ten (10) working days, reckoned from the date of receipt of the notice of award. Failure to pay the full amount of the goodwill fee within ten (10) working days will result in the disqualification and blacklisting of the winning bidder. The right to lease the area/stall shall be awarded to the next highest bidder, subject to compliance of the required payment for goodwill fee.



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- H. Failure of Bidding - There shall be a failure of bidding in case no bid is tendered by any applicant. Another bidding shall be set by the FTMON Market Committee.
- I. Tie-breaking Method. - In case of a tie in bid proposals, the tie shall be broken through drawing of lots.
- J. Finality of the Award. - The decision of the Province to whom the area/stalls shall be awarded shall be final.
- K. Effect of Death of Lessee. - Upon the death of the holder of a stall/area, the contract of lease covering said stall shall be deemed terminated. However, if the deceased leaves a surviving spouse or legal heirs who are not disqualified under the provisions of this Code, and who desire to continue the business of the deceased, the lease may be transferred to the spouse of the deceased or legal heirs upon application thereof. Provided that the Market Committee shall be notified within thirty (30) days after the death of the original Lessee to the desire of the spouse or legal heirs to succeed and upon payment of all necessary rents or lease due at the time of death of the original lessee.
- L. Subleasing or Selling Privilege Not Allowed. - No awardee shall sublet or sublease the stall so awarded nor shall any privilege acquired be sold. If any person other than the stallholder is found selling in the latter's stall, this shall be considered *prima facie* evidence of subleasing and the stallholders shall be subjected to outright revocation of his lease award.
- M. Limit on Number of Stalls Awarded.- No person shall be allowed to lease more than one (1) stall. Provided that it shall be a violation of this section for more than one member of a family consisting of the father, mother, sons and daughters to hold stalls in the public market unless these sons and daughters are already living by themselves and independently of their parents. The above notwithstanding, Tulahan Kitchen and Vending Kiosks tenants may be allowed to lease one (1) Grilling Station in Pala-Pala Street.
- N. Duration of Lease. - The duration of lease of a market stall in the public market shall not exceed two (2) years, renewable at the discretion of the Province.
- O. Revocation of Lease. - The Lease contract of stallholders may be revoked for failure to comply with the provisions of this Code and/or the Contract of Lease, or failure to pay rentals and other fees for seven (7) days.
- P. Security Deposit - Upon signing of the Lease Contract, a security deposit equivalent to thirty (30) days' rental shall be deposited by the tenant. The same shall not be applied to rent, but shall be applied to any unpaid utility bills as well as for damages that may be incurred by LESSEE or caused by the LESSEE on the Leased Premises upon termination of the Contract. If the assessed value of the damages exceeds the security deposit, the LESSEE shall settle the difference prior to the processing and issuance of their clearance.



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Q. Contract of Lease - the annexed Contract of Lease, its provisions, terms and conditions, and attachments shall form an integral part of this Ordinance. The Contract of Lease shall be executed between the Lessee and the Province, through the Governor, or the Provincial Legal Officer or the EEDD Head as the alternate signatories, who shall therefore be given due authority to sign for and on behalf of the Province of Negros Occidental by this Ordinance.

R. Taxes - Any and all applicable taxes mandated by law, including but not limited to the twelve percent (12%) Value-Added Tax (VAT), shall be for the account of the tenants leasing from FTMON.

4. UNSOLICITED PROPOSAL.- Aside from the provisions of the last preceding rule, the Province reserves the right to accept unsolicited proposals from qualified applicants for the lease of vacant commercial blocks/stalls. The terms of the unsolicited proposal should be advantageous to the Provincial Government of Negros Occidental and preferably indicate therein a rental rate higher than the prevailing market rate or the rental rates fixed by the Province under this Ordinance.

A. Guidelines for Unsolicited Proposals. – Unsolicited proposals shall be subject to the following guidelines:

- a. Any prospective lessee qualified under Section 33.5.3D of this Code can submit an unsolicited proposal to the Office of the Governor through the FTMON Market Committee subject to the following conditions:
 1. The terms thereof are advantageous to the Province of Negros Occidental;
 2. It involves a business that will contribute to the economic development of the Province; and
 3. No direct government guarantee, subsidy or equity is required.
- b. The FTMON Market Committee may decline an unsolicited proposal outright for noncompliance with the aforementioned conditions.
- c. In case the Province receives more than one (1) unsolicited proposal with identical or similarly advantageous terms for the same area/stall, the FTMON Market Committee may reject all such proposals and instead, bid out the area/block in accordance with Section 33 of this Code.
- d. If the FTMON Market Committee decides that the unsolicited proposal is meritorious, it shall inform the proponent of such and shall invite comparative or competitive proposals through the posting of notices at the Provincial Capitol and at the Administration Office of the FTMON for a period of fifteen (15) calendar days.
- e. If the Province does not receive a valid comparative or competitive proposal within the 15-day period, then the right to lease the commercial stall/area shall be immediately awarded to the original proponent.
- f. If there is a comparative price proposal better than that submitted by the original proponent, then the latter shall have the right to match such proposal within ten (10) calendar days from receipt of a notification regarding the result of the competitive bid.



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- g. If the original proponent fails to match the comparative proposal within the ten (10) day period, the right to lease the commercial stall/block shall be awarded to the comparative proponent.

5. SUPERVISION, ADMINISTRATION AND ENFORCEMENT OF RULES AND REGULATIONS:

- A. General Supervision and Control. – The Provincial Governor shall exercise general supervision, administration and control over the operations of the FTMON and the personnel complement assigned therewith, 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 markets and ordinances pertaining thereto.
- B. Immediate and Direct Supervision. – The Economic Enterprise Development Department Head shall be the Market Administrator who shall exercise immediate and direct supervision and control over the operation of FTMON and who shall enforce all ordinances and regulations in all matters relative to the operations of the public market.
- C. Duties and Functions. – The Market Administrator shall:
- Implement and execute the plans and policies of the Honorable Governor and this Ordinance in the operation of the FTMON concerning sanitation, cleanliness, security and order within the market premises;
 - Supervise and evaluate the activities and performance of his subordinates and investigate all complaints relative thereto and recommend to the Honorable Governor the proper actions to be taken;
 - Supervise, evaluate and administer market properties, including the acquisition, maintenance, utilization and disposal thereof;
 - Coordinate and cooperate with the Provincial Treasurer on matters of collection and imposition of fees and charges;
 - Recommend to the Provincial Governor the creation of necessary positions in the public market for effective and efficient delivery of the needed services in its operation;
 - To submit a Monthly Report to the Provincial Governor on the market operations for evaluation and appropriate action.

6. MARKET RULES AND REGULATIONS:

- A. Enforcement of Rules and Regulations. – The Provincial Governor through the Market Administrator shall have the authority to enforce and implement these market rules and regulations.
- B. COVERAGE. – These market rules and regulations shall apply to all employees of the market, market stall/area operators and vendors, and the general public who do business inside the public market.
- C. Business Permit Regulations. - No person shall be allowed to engage in any kind of business inside the public market or in the immediate premises thereof, without first securing a business permit. All market vendors engaged in the business of food handling shall secure an annual sanitary permit and a health certificate ID in addition thereto. Food handlers are also required to secure a Health Certificate, and a follow-up medical examination every six (6) months. Failure to secure these permits shall mean automatic closure of the establishment.



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D. Obligatory Duties and Responsibilities of the Stall/Area Lessees.- Only winning bidders are granted the privileges by virtue of a lease contract to occupy and operate a particular stall or space and as such each lessee is bound to comply the following:

- a. To display his/her business permit and have his/her picture conveniently framed and hung up conspicuously in the stall ready for inspection;
- b. To secure an annual sanitary permit and a health certificate ID for vendors who are engaged in the business of food handling and a follow-up medical examination every six (6) months or as per requirement of the Department of Health;
- c. To provide fire extinguisher and other kitchen safety equipment that the lessor may later require;
- d. To provide garbage cans or receptacle for waste segregation and maintain cleanliness and good sanitary condition at all times;
- e. To pay promptly without demand the rental fee, market dues and other fees at the market office on or before due dates as specified in the Lease of Contract;
- f. To install store signage with materials and measurements specified by the Provincial Engineer's Office;
- g. To exercise the diligence of a good father of family to secure his/her goods and properties inside his/her leased stall and absolves the Food Terminal Market of Negros Occidental the responsibility of any loss or damage, by reason of fire, theft or robbery or force majeure.

E. Temporary Closure and Monitoring of Violation. - A temporary closure of a stall or business shall be summarily made upon non-payment of fines on any and all violations committed, upon due investigation and hearing conducted by the Market Administrator. In case of the revocation of permit or termination of lease, the hearing shall be investigated and heard by the Provincial Legal Office. For effective monitoring, the Market Administrator shall always keep an updated vendor's conduct record where all violations will be recorded for ready reference.

7. PROHIBITED ACTS IN THE CONDUCT OF BUSINESS:

- a. Occupation of the stall without business permit is strictly not allowed;
- b. Selling of goods not in a designated or assigned areas and/or selling of illegal goods or items;
- c. Unauthorized making of extensions of stalls beyond leased areas and/or utilizing pathways for display of goods;
- d. Short weighing and false measuring including tampering of standard weights and measures;
- e. Bringing in motorcycles, bicycles, pushcarts and the like inside the Food Terminal compound except in any designated areas;
- f. Utilizing any of the stalls or market spaces as residence or living quarters;
- g. Littering, vandalism and improper use of comfort rooms and non-observance of cleanliness and orderliness;
- h. To sublease or transfer the privilege to lease the stalls or spaces or permitting another person to conduct business therein who is not the lessor;



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- i. Construction of permanent extension of stall spaces is not allowed other than those already covered by plans previously approved by the enterprise. Any extensions that obstruct the free passage of the buying public shall be removed summarily. The Market Supervisor must see to it that appropriate boundary markings shall be made to monitor and effectively implement this provision;
- j. Unauthorized/illegal transactions from transient vendors and ambulant salesmen shall be prohibited.

8. SANCTIONS AND PENALTIES FOR VIOLATION.

Commission of any of the acts mentioned in Section 8 hereof, and violations of any of the market rules and regulations, not otherwise covered by the existing law and ordinance, rules and regulations shall be dealt with in accordance with the following:

- a. First violation - Fine of P1,000.00
 - b. Second violation - Fine of P1,500.00
 - c. Third violation - Fine of P2,000.00 and revocation of permit and termination of lease contract.
 - d. Failure to pay rental and other fees for a period of seven (7) days is a ground for the termination of lease as specified in the Lease of Contract.
- A. Temporary Closure and Monitoring of Violation. – A temporary closure of a stall or business shall be summarily made upon non-payment of fines on any and all violations committed, upon due investigation and hearing conducted by the Market Supervisor. In case of the revocation of permit or termination of lease, the hearing shall be investigated and heard by the Provincial Legal Office.

For effective monitoring, the Market Supervisor shall always keep an updated vendor's conduct record where all violations will be recorded for ready reference.

- B. Consequences of Violation and Default - The consequences of default and the remedies of the Province in Section 37.6 paragraph 19 of this Ordinance shall be followed, as applicable.

BY DEFAULT. - In the event of default by the lessee as provided in this Section, the Province shall have the right to padlock the leased block/stall/unit. The Province is also authorized to cut-off or disconnect the water or electric connection of the lessee if default is due to failure to pay the water or electric bill, as the case may be. Should the lessee still refuse or fail to update his account within twenty-four (24) hours from the date of Notice the leased block/stall/unit was padlocked without prejudice to file an action on the delinquencies the Province shall have authority to open, enter and take full possession of the block/stall/unit and make inventory of the lessee's equipment, furniture, articles, effects merchandise, and anything of value found therein and place the same on the latter's possession for safekeeping.



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After thirty (30) days from the date of taking by the Province and the lessee still fails to claim his equipment, furniture, articles, effects, merchandise, and any other things, or liquidate his liabilities with the Province, after appraisal of Inventory of said Properties by the Appraisal Committee composed of General Services Officer, Provincial Accountant and Provincial

Treasurer or their authorized Representatives, it shall automatically confer a right upon the Province to dispose of the said properties at a public sale and apply the proceeds thereof in satisfaction of whatever indebtedness the lessee may have with the Province. The balance of the proceeds, if any, shall be given to the lessee. Relative thereto, the Province shall be free from civil, or criminal liabilities for its authorized representatives, whatsoever for taking the above remedial action. Thereafter, the lease of the lessee shall be deemed terminated.

- C. ABANDONMENT OF LEASED PREMISES. Tenant shall be deemed to have abandoned the Leased Premises when the Leased Premises remain vacant or unoccupied and closed for business or remaining unused for a continuous period of fourteen (14) days at any one time, without FTMON's prior written consent, and for which no payment of rent has been made. In case of abandonment of the Leased Premises, this Contract is deemed terminated. The consequences and remedies provided in this Section shall apply.

9. GENERAL PROVISIONS.

The following provisions govern the management of the Food Terminal Market of Occidental Negros:

Vendors Association and/or Cooperatives. – The EEDD recognizes the need of the vendors to form their own association/cooperatives as such the former will recognize only one legitimate organization of the lessors to represent their cause to the former to rationalize and integrate their diverse interests and serve as a forum for the market management to relate to in resolving operational problem and to foster a more functional relationship in the administration of the Food Terminal.

For a vendor's association to be recognized by the market management, such association shall comply with the following requirements:

- a. There shall be only one (1) association or cooperative in the Food Terminal Market;
- b. The association/cooperative shall secure a certificate of recognition from the Office of the Food Terminal Market;
- c. The association/cooperative pledges to abide by the rules and regulations prescribed by the Code and with other supplementing instructions of the market management approved by the Governor.

To enable the vendors association/cooperative to exercise and demonstrate their sense of social responsibility and to provide them with the opportunity to participate to a certain extent in the management of the facilities of the public market in which they are situated, the Food Terminal Market may define the areas of management participation and enter into a memorandum of



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agreement with the vendors association/cooperative concerned. Any violation of the terms and conditions of the agreement by the vendors' association/cooperative shall mean the automatic cancellation of the memorandum of agreement.

The vendors association/cooperative shall not allow its officers and members to use the association for any purpose or activity other than those specified in their by-laws, otherwise, the Food Terminal Market will withdraw its certificate of recognition.

1. Recognition of Stevedores or Carrier. - All stevedores or carriers doing business with the FTMON should be registered and will be provided ID by the latter which shall be worn conspicuously while working in the premises.
2. Market Hours. - Market hours shall be an agreed schedule of tenants and the FTMON management based on necessity.
3. Uniforms and Identification Cards. - All Food Terminal personnel shall wear uniforms and identification cards.

Section 33.6. Deposit, Cancellation, Refund, Rebooking and No-Show Policies. The policies herein, collectively referred to as the Venue Cancellation and Refund Policies, shall apply to the venues in this section.

- A. Deposit - Deposit - In order to confirm their booking, the following shall be required to pay fifty percent (50%) deposit:
- a. private clients, *i.e.*, entities that are not using government-to-government procurement schemes; and
 - b. Offices, departments and agencies of the government, other than the PGNO. The remaining amount shall be payable on or before the event.

B. Cancellation, Refund and Rebooking

The following shall apply to private clients, regardless of when the event was booked:

- a. Within fifteen (15) days or more before the event, cancellation is allowed. The refund of the fifty percent (50%) deposit shall be subject to a ten percent (10%) processing fee. Clients, however, are allowed to rebook and reschedule the event to a date within three (3) months of the original schedule, subject to availability of venues.
- b. Within four (4) to fourteen (14) days before the event, cancellation is allowed. The entire fifty percent (50%) deposit shall be forfeited. However, clients are allowed to rebook and reschedule the event to a date within three (3) months of the original schedule, subject to availability of venues.
- c. Cancellations made within three (3) days or less before the event, including on the date of the event itself, shall be treated as no-shows. The No-Show Policies below shall apply.

The following shall apply to G2G clients, *i.e.*, government entities that use government-to-government procurement schemes, regardless of when the event was booked:

- a. Within four (4) days or more before the event, cancellation is allowed. Clients, however, are allowed to rebook and reschedule the event to a date within three (3) months of the original schedule, subject to availability of venues



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- b. Cancellations made within three (3) days or less before the event, including on the date of the event itself, shall be treated as no-shows. The No-Show Policies below shall apply.

C. No-Show - private clients or G2G clients that are no-shows shall not be entitled to any refund, nor shall they be allowed to rebook. In addition, private clients shall be liable for fifty percent (50%) of the amount payable, while the entire amount of the purchase order shall be charged against G2G clients.

In case of fortuitous events, a refund of the deposit may be allowed, subject to a ten percent (10%) processing fee. Clients may also be allowed to rebook within three (3) months from the date of the event, subject to availability of venues.

The Provincial Government of Negros Occidental shall not be held accountable for any delay in the grant of refunds. Clients are advised to follow up as necessary.

The Provincial Governor, EEDD Head or the Focal Persons of each relevant enterprise are authorized to sign the attached Booking Contract for and on behalf of the Province, for the efficient management of the venues of each enterprise. However, the Reservation Form for each relevant Enterprise shall also suffice as evidence of booking and reservation and shall be binding on clients. The Provincial Governor, EEDD Head, the Focal Persons or the Reservation Officer duly authorized by the Focal Person shall be granted authority to sign the said Reservation Form. Should additional provisions be incorporated into the Contract or the Form, the EEDD Head or the relevant Focal Person shall consult with the Provincial Legal Office.

Transactions involving Mambukal Catering shall follow the cancellation and refund policies in Section 36.5.”

ARTICLE III NEGROS RESIDENCES

Section 1. Section 34 of the *Provincial Tax Ordinance No. 002, Series of 2022, as amended, otherwise known as the Provincial Revenue Code* is hereby amended to read as follows:

“Section 34. NEGROS RESIDENCES. - The Province of Negros Occidental as a local government unit endeavors to be self-reliant and to exercise such other powers and discharge such other functions and responsibilities that are necessary, appropriate, or incidental to the efficient and effective provision of basic services and facilities. The Province is likewise empowered to create its own sources of revenue and to levy taxes, fees and charges which shall accrue exclusively for its own use and disposition.

Section 34.1. ACCOMMODATION FEES AND RENT CHARGES. - There are hereby fees and charges to be collected for Accommodation Fees for Hotel Rooms and Rent Charges for



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Meeting/Function Rooms, Rentable Spaces for the use of the following facilities located at Negros Residences:

ACCOMMODATION:

Room	Rate per Night
Junior De Luxe	P 1,470.00
Standard	P 2,100.00
De Luxe	P 2,240.00
Premiere	P 2,590.00
Dormitory - 6/9/10	P 450.00/pax
Dormitory - 5/7/8	P 450.00/pax
Dormitory - 1/2/3/4	P 300.00/pax

MEETING AND FUNCTION ROOMS:

Rental for the venue includes use of internet service, public address system, tables, chairs, and LCD projector and screen, and sound system. Deposit of fifty percent (50%) is required for private functions, payable to the Provincial Treasurer’s Office.

Venue	Rates	Time
Mee ting Room 2/3	P2,000.00	8 hour s
Mee ting Room 1/4/5/ 6	P3,000.00	8 hour s
Function Hall	P10,000.00	4 hour s
Dining Area	P20,000.00	8 hour s

LED Wall/ LED Panel Rental:



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Description	Rates	Time
8.2 x 6.5 feet (20 panels)	P 10,000.00	8 hours
11.482 x 8.202 feet (35 panels)	P 17,500.00	8 hours
14-765 x 9.842 feet (54 panels)	P 27,000.00	8 hours

Time extensions will be allowed depending on the availability of the venue. The additional costs for extension are as follows:

Venue	Charges
Meeting Room	P500.00/hour
Function Hall	P1,000.00/hour
Dining Area	P500.00/hour

Adjustments to the fees may be made annually at a rate of not more than five percent (5%) by the Provincial Governor, upon recommendation of the EEDD Head with proper justification.

RENTABLE SPACES:

Rental rates shall be at Five Hundred Pesos (PHP 500.00) per square meter per month, operative upon the effectivity of this Ordinance. Rental Rates shall escalate at a rate of five percent (5%) annually.

Rentable Space	Area	Monthly Rates
Rentable Space No. 1	72 sqm	36,000.00
Rentable Space No. 2	72 sqm	36,000.00
Rentable Space No. 3	72 sqm	36,000.00
Rentable Space No. 4	144 sqm	72,000.00
Rentable Space No. 5	71.06 sqm	35,530.00
Rentable Space No. 6	60.46 sqm	30,230.00



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Rentable Space No. 7	122 sqm	61,000.00
Rentable Space No. 8	60.47 sqm	30,235.00
Rentable Space No. 9	80.56 sqm	40,280.00
Rentable Space No. 10	30 sqm	15,000.00

Other rentable spaces with fees at the same rate may be identified by the Provincial Governor, upon the recommendation of the EEDD Head.

Provisions relevant to the Garden Cafe in Section 35.12 paragraphs B to N shall apply, as necessary. The award and occupancy of each rentable space shall be made through the conduct of a competitive bidding, following the provisions of Section 35.12 paragraph I. The terms and conditions of the transaction shall be embodied in the annexed Contract of Lease, the provisions, terms and conditions, and attachments of which shall form an integral part of this Ordinance. The Governor, or the Provincial Legal Officer or the EEDD Head as the alternate signatories, shall therefore be given due authority to sign for and on behalf of the Province of Negros Occidental by this Ordinance.

ACCOMMODATION (With Breakfast Package):

Accommodation	Capacity	Rate per Night (Without Breakfast; in PhP)	Rate per Night (With Breakfast; in PhP)	
Junior Deluxe	2-3 pax	1,470.00	1,870.00	Breakfast is minimum of 2 pax and an additional charge of P200/pax for additional person
Standard	2 pax	2,100.00	2,500.00	
De Luxe	3 pax	2,240.00	2,640.00	
Premiere	2-4 pax	2,590.00	2,990.00	

Prices indicated in the menu/package may change depending on the prevailing prices of raw materials in catering services.

*Meal Accommodation

Description	Price
Breakfast Meal (Main Course, Egg, Rice/Bread, Drinks, Fruits)	P200.00



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Canned Soda	P80.00
Canned Juice	P80.00
Bottled Water	P50.00

***Café Menu**

CAFE MENU		
ITEM	HOT	ICED
Brewed Coffee - Dine In	50.00	
Brewed Coffee - Take out	75.00	
Iced Coffee	-	100.00
Latte	-	100.00
Mocha	-	100.00
Caramel Macchiato	-	120.00
Americano	75.00	90.00
Matcha Latte	75.00	100.00
Dirty Matcha Latte	90.00	120.00
Chocolate Drink	75.00	90.00

Section 34.2. OTHER CHARGES. - There are hereby imposed the following other fees and charges:

Description	Fee
In excess of room capacity	P650.00/pax
In excess of venue capacity	10% of the rental rate
Early Check-In	P650.00
Late Check-Out	60% of Room Rate
Transportation Services: Airport Shuttle Bacolod-Silay Airport to Negros Residences (Vice-Versa) (Minimum of two (2) guests)	P700.00/per trip



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For extra guest (Airport Shuttle)	P350.00/pax
Mambukal Shuttle (Day Trip, for a maximum of 8 hours): Van Rental maximum of twelve (12) pax	P2,500.00 for 8 hours
Smoking in any form is strictly prohibited inside and outside the Negros Residences premises. Smoking areas will be provided. The following penalties will be imposed: 1 st offense	P 500.00
2 nd offense	P 800.00
3 rd offense	P1,000.00

Additional charges for handling and corkage fees shall apply on the following items:

Description	Fee
Sound and Lights	P1,000.00
Mobile Bar	P1,000.00
Food Cart	P500.00
Lechon	P500.00
Beer & Hard Drinks	P500.00 / case or bottle of hard drinks
Other Electrical Equipment	P500.00
Additional LCD Projector & Screen Projector	P500.00
Ironing and Laundry Services	P150.00/piece
Extra Pillow	P50.00/piece
Extra Towels	P50.00/piece
Extra Guest Kit	P150.00/piece

*Should there be equipment lost due to the fault or negligence of a client or its authorized agents, the client shall be required to pay an amount equivalent to one hundred fifty percent (150%) of the replacement cost of the item, which shall be determined based on the procedures of the Province as of the time of loss.

- a. Commission Fee - Negros Residences shall be allowed to collect and receive ten percent (10%) commission fees as a Sales Agent of TLDC. Previous commission fees for the year 2024, if any, shall also be allowed to be collected and received.



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Negros Residences shall also be allowed to collect commission fees from other sources, provided that the same is pursuant to a valid contract.

- b. Billboard Spaces – Negros Residences shall be authorized to identify billboard spaces within areas under its jurisdiction, which may be offered as advertising spaces to third parties. It shall be allowed to offer these spaces for lease, or to contract with third parties for any fee in relation to any measure beneficial to the Province, within a valid contract.

The collection of any applicable and appropriate fee, commission, consideration or remuneration in relation to these spaces is hereby imposed. The rates and amount, and terms and conditions of the transaction, which shall be beneficial to the Province, shall be determined through a valid contract.

Section 34.3. DISCOUNTS. – Discounts can be availed of by the following persons on all room accommodation only at the following rates:

- a. 20% discount to Senior Citizen and PWD with valid ID card;
- b. 10% discount to Students and Provincial Capitol, Local Government Units, and National Government Agencies' Employees with valid ID cards, who are actual customers of the hotel services;
- c. 20% for Accredited Tour Operators, Travel Agencies, online travel platforms and as per recommendation of the Negros Occidental Tourism Division & Association of Tour Operators of Negros Occidental (ATONO);
- d. The Chief Executive shall be allowed to grant a maximum of ten percent (10%) discount on room rates, and ten percent (10%) discount on function and meeting rooms.

Section 34.4 SEASONAL RATES. The Enterprise has the authority to adjust prices of accommodation up to twenty percent (20%) during peak season and lower by a maximum of twenty percent (20%) during lean season. Adjusted rates due to market forces shall be recommended for approval of the Local Chief Executive.

Peak and Lean Season Rate adjustment may vary depending on the recommendation of the Economic Enterprise Committee and approval of the Office of the Governor.

Section 34.5 ADMINISTRATIVE PROVISIONS. The following administrative provisions are hereby adopted:

1. The Provincial Governor shall promulgate the appropriate Implementing Rules and Regulations necessary for the efficient and effective implementation of this ordinance.



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2. Price indicated in the menu/package may be increased or decreased depending on prices of raw materials in catering services prevailing as of a given time and considering the budget of the client.

Section 34.6 CANCELLATION AND REFUND POLICIES FOR ROOMS AND VENUES. The Venue Cancellation and Refund Policies in Section 33.6 shall be followed for the rooms, dormitories, meeting rooms, function hall and dining area of Negros Residences.

Cancellation and the subsequent full refund of breakfast meals may be granted, provided that the cancellation is due to the fault or negligence of the PGNO.”

ARTICLE IV
MAMBUKAL RESORT AND WILDLIFE SANCTUARY

Section 1. Section 35 of the *Provincial Tax Ordinance No. 002, Series of 2022, as amended, otherwise known as the Provincial Revenue Code*, is hereby amended to read as follows:

“**Section 35. MAMBUKAL RESORT AND WILDLIFE SANCTUARY.** – There are hereby charged and collected entrance and rental fees, and or other charges for the use and occupancy of the following facilities located at Mambukal Resort located at Barangay Minoyan, Municipality of Murcia, Province of Negros Occidental, as follows:

1. SERVICES

A. GATE ENTRANCE RATE

Adult	P120.00
Children 11 yrs and below	P 60.00

INCLUSIVE of Dipping and Swimming Pool but EXCLUDES Hot Spring- Japanese Ofuro.

An Environmental Fee of P20.00 per person is hereby imposed under this code to be collected and treated as Trust Fund for environmental programs/projects with duly approved Program of Works by the Chief Executive.

B. SWIMMING

Japanese Ofuro	P100.00
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C. PICNIC HUTS



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Small	P600.00
Big	P900.00
Trellis	P700.00
Pavillion	P700.00

D. KAYAK / PADDLE BOAT

Clear Kayak	P 150.00/ kayak for 20 minutes
Plain Kayak	P 100.00/ kayak for 20 minutes
Clear Kayak (Photo Op)	P 50.00/ person for 10 minutes
Standing Paddle	P 100/paddle for 20 minutes
Pedal Boat (4 pax)	P 500.00/boat for 20 minutes

E. CAMPING

30-35 square meters	P 300.00/ 2 persons
40-45 square meters	P 450.00/ 3 persons
60-70 square meters	P 750.00/ 4-5 persons

2. ACCOMMODATIONS

a. Mambukal Villa

One (1) Matrimonial Bed	P2,000.00
Triple Sharing	P2,400.00
Quadruple Sharing	P3,000.00

b. Lakeview Villa

Exclusive pool access (max 5 pax per Villa)	P10,000.00
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c. LGU Cottages

Room for 2 pax	P 1,500.00
Room for 4 pax	P 2,000.00
Room for 6 pax	P 2,500.00

d. Tourist Lodge (*Inclusive of Entrance Fees, Environmental Fees, access to the Big pool, Small pool and Dipping pool*)

Room for 4 pax	P 2,000.00
Room for 6 pax	P 2,500.00
Extra foam or extra person	P 250.00

e. New Family Villa

10 pax (maximum)	P7,500.00
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**3. ACCOMMODATIONS WITH ENTRANCE FEE PACKAGE
(FOR G2G CLIENTS ONLY)**

Accommodations for G2G clients, i.e., government entities that use government-to-government procurement schemes, are at preferential rates, which are **INCLUSIVE of Entrance Fees, Environmental Fees, access to the Big pool, Small pool and Dipping pool. Additional PAX per accommodation shall be charged accordingly.*

a. Villa

Matrimonial Bed (2 pax)	P 2,250.00
Triple Sharing (3 pax)	P 2,750.00
Quadruple sharing (4 pax)	P 3,500.00

b. LGU Cottages

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Room for 2 pax (Single)	P 1,750.00
Room for 2 pax (Matrimonial)	P 1,750.00
Room for 4 pax	P 2,500.00
Room for 6 pax	P 3,250.00

c. Tourist Lodge

Room for 4 pax	P 2,000.00
Room for 6 pax	P 2,500.00

d. Mambukal Convention Hotel

Good for 2 pax	P 2,250.00
Good for 2 pax with Breakfast	P 2,650.00

4. FUNCTIONS & VENUE

- * Includes: Projector Screen & Portable sound system with microphones
- * In excess of venue capacity - 10% of the rental rate

Meeting / KTV Rooms 1 & 2 (15-20 pax/ room)	P 2,500.00/ 4 hours P 500.00/ hour for excess hours
Function Hall 1 (50 pax)	P 4,000.00/ 8 hours P 1,000.00/ hour for excess hours
Function Halls 2 & 3 (100 pax/ Function)	P 8,000.00/ 8 hours P 1,000.00/ hour for excess hours
Ishiwata Ground/s	P 3,000.00/ 4 hours
Garden Cafe Hall	P5,000/ 8 hours (good for 50 pax) P 500.00/hour for excess hour P1,000/table (max 10 pax)
The Haven by Mambukal	P20,000/ night (good for 70 pax)

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5. OTHER SERVICES

Table and Chairs Set (1 Table w/ 4 Chairs)	P 250.00
Table (Additional)	P 200.00/ piece
Chair (Additional)	P 20.00/ piece
Canopy (for specific spaces)	P 500.00/canopy
Mattress and Pillow Set	P 300.00
Extra Bed Blanket	P 100.00
Extra Pillow with case	P 100.00
Extra Towel	P 100.00
LED Wall/ LED Panel	
8.2 x 6.5 feet (20 panels)	P 10,000.00/day
11.482 x 8.202 feet (35 panels)	P 17,500.00/day
14.765 x 9.842 feet (54 panels)	P 27,000.00/day
LED Wall / LED Panel preferential rental rates for Negros Residences & FTMON	
8.2 x 6.5 feet (20 panels)	P 7,000.00
11.482 x 8.202 feet (35 panels)	P 14,000.00
14.765 x 9.842 feet (54 panels)	P 22,000.00
KTV Rental (Convention Hall Use Only)	P1,000.00/4 hours
Binocular Rental (Wildlife Viewing)	P100.00/pax (20 minutes)
Waterfalls Trekking	P100.00/ pax (with Tour Guide)

6. **COMMISSION FEE** - Mambukal shall be allowed to collect and receive ten percent (10%) commission fees as a Sales Agent of TLDC. Previous commission fees for the year 2024, if any, shall also be allowed to be collected and received.

Mambukal shall also be allowed to collect commission fees from other sources, provided that the same should be pursuant to a valid contract.

7. **BREAKAGE** - Should there be equipment lost due to the fault or negligence of a client or its authorized agents, the client shall be required to pay an amount equivalent to one hundred



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fifty percent (150%) of the replacement cost of the item, which shall be determined based on the procedures of the Province as of the time of loss.

Adjustments to the fees and charges above may be made annually at a rate of not more than five percent (5%) by the Provincial Governor, upon recommendation of the EEDD Head with proper justification.

Section 35.1. DISCOUNTS. - Discounts can be availed of by the following upon presentation of valid Identification Cards:

- 35.1.1. 20% discount to Senior Citizens and Disabled Persons.
- 35.1.2. 10% discount to students and Provincial Capitol Employees
- 35.1.3. 20% discount to Accredited Tour Operators (minimum of 10 guests)

The Chief Executive shall be allowed to grant a maximum of ten percent (10%) discount on room rates and ten percent (10%) discount on function and meeting rooms.

Section 35.2. ANTI LITTERING. – Littering in any form is strictly prohibited inside the resort. Violation of this provision shall be fined by a fine based on the following:

- a) First Offense P 500.00
- Second Offense P 800.00
- Third Offense P1,000.00

b.) Distribution of proceeds refers to Sec. 27, Chapter V, Ordinance No. 2015-003 Series of 2015, An Ordinance on Barangay Kapitolyo Solid Waste Management, providing funds and prescribing penalties thereof.

The Enforcement Plan shall include among others the Incentive Mechanism for the ESWM Enforcement Team. At the end of the year, the total collection for fines and penalties remitted to the Provincial Treasurer's Office shall accrue to the General Fund of the provincial government and shall have the following percentage sharing, viz:

Provincial Government	-	50%
Office ESWM Enforcement Team (Regular and Deputized)	-	20%
Office	-	<u>30%</u>
		100%

Section 35.3. TIME, PLACE AND MANNER OF PAYMENT. - The above mentioned fees and charges shall be paid to the Provincial Treasurer or his/her duly authorized deputies upon entrance or use of facilities.



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Section 35.4. WAIVER OF IMPOSITIONS. – The Provincial Governor or his/her duly authorized representative is hereby authorized to waive or reduce the impositions of or grant incentives on the aforementioned rates at his discretion.

Section 35.5. REVENUE SHARING AND OTHER ARRANGEMENTS BETWEEN THE PROVINCE OF NEGROS OCCIDENTAL AND CITIES/MUNICIPALITIES RELATIVE TO LGU INVESTMENTS AT MAMBUKAL RESORT. - There shall be a revenue sharing scheme and other arrangements for investments by Local Government Units in Mambukal Resort, Municipality of Murcia, Province of Negros Occidental.

Section 35.6 RETURN OF INVESTMENTS. – In return for investments spent by LGU's in the form of construction of cottages and/or other structures/facilities, they are entitled to a share of thirty percent (30%) of its income.

The 30% share of LGUs in the gross income of the LGU cottages less the cost of maintenance of the structure shall be divided equally among the number of LGU Cottages. And each cottage share shall be divided by the number of LGU investors. This will give equal share and return of investments for all participating LGUs and for an easy and convenient way of computing the shares of the LGUs.

Section 35.7. OTHER ARRANGEMENTS.

- a) The LGU shall be entitled to a free usage of its cottage up to a maximum capacity of eight (8) persons per room equivalent to seven (7) room nights per year subject to the availability of the rooms and prior reservation and confirmation. However, Two Hundred Pesos (P200.00) a day per room shall be charged to its city/municipality for the laundry and cleaning expenses.

Request for availment of these privileges shall be made by the concerned LGU through the local chief executive or his/her duly authorized representative;

- b) Repairs and maintenance of the cottages and other structures/facilities shall be undertaken by the province. The cost for such repairs and maintenance shall be for the account of the province but for LGU cottages, the same shall be deducted from the gross receipts/income of said cottages;
- c) Appropriate signages for prohibited/regulated acts shall be placed at conspicuous places around the resort.



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Section 35.8. ADMINISTRATIVE PROVISIONS.

1. In case of price increase in diesel fuel of thirty percent (30%) from the baseline price of P35/liter, rental rates of vehicles shall automatically increase the rental rates by 10% and rounded off to the nearest hundred;
2. The Provincial Governor shall promulgate the appropriate Implementing Rules and Regulations necessary for the efficient and effective implementation of this Ordinance;
3. Prices indicated in the menu/package may be increased or decreased depending on prices of catering raw materials prevailing at that time or the budget of the client;
4. The Provincial Governor or the Resort Manager is authorized to sign the Reservation Contract for and on behalf of the Province, for the efficient management of the resort.

Section 35.9. FINAL PROVISIONS. - For LGUs which have already invested at Mambukal Resort prior to the effectivity of this code, the revenue sharing shall take effect from the time the completed LGU cottage and /or other structure/facility had been turned over to the province and had been actually utilized and generating income. To formalize such arrangement for these LGUs, an ordinance/resolution shall be passed by said LGUs declaring their conformity to this arrangement.

This arrangement shall be binding upon the Province and the LGU, their assigns and successors-in-interest for a period not exceeding twenty-five (25) years or until the structure/facility shall cease to be operational unless mutually revised, amended or rescinded prior thereto.

Section 35.10 ENVIRONMENTAL FEE. - An environmental fee of PHP20.00 is hereby imposed under this section.

Section 35.11 CANCELLATION AND REFUND POLICIES. The Venue Cancellation and Refund Policies in Section 33.6 shall be followed for all accommodations and venues of Mambukal.

Cancellation and the subsequent full refund of breakfast meals may be granted, provided that the cancellation is due to the fault or negligence of the PGNO.

Section 35.12 AREAS FOR LEASE. - There are hereby imposed the following fees and charges for the lease and use of the Garden Café, and the rentable spaces in Mambukal Food Park, hereunder fixed as follows:

A. Basic Rental Fees

1. Garden Café (counter area) - the daily rental fee shall be Four Hundred Pesos (PhP400.00).
2. Mambukal Food Park – the daily rental fee for each rentable space shall be as follows:



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- a. Three Hundred Twenty Pesos (Php320.00) per day for the first six (6) months following the effectivity of this Ordinance only
- b. Three Hundred Fifty Pesos (Php350.00) per day after the period in Section 35.12(A)(2)(a).

Adjustments to the basic rental fee may be made annually at a rate of not more than five percent (5%) by the Provincial Governor, upon recommendation of the EEDD Head with proper justification.

B. Utilities - Lessees shall pay all bills for water, electricity, gas, sanitation, telephone and other services and utilities used exclusively in the leased unit during the term of this lease.

The Provincial Governor, upon recommendation of the EEDD Head with proper justification, shall be allowed to impose any additional fee charged on top of the actual cost of the utilities, which shall be at a rate of not more than five percent (5%).

C. Common Utilities and Service Area Fees (CUSA Fees) – refers to basic services such as water, electricity, gas, sanitation, or other similar services, and to amenities such as hallways, toilets, parking spaces, wash areas, and food court, which are provided for the common use, benefit and comfort of all occupants, tenants, customers or users.

CUSA Fees shall be computed based on the total repair and maintenance expenses of common facilities and services. The applicable provisions on the imposition of CUSA Fees under Section 37 of this Ordinance shall be followed.

The Provincial Governor, upon recommendation of the EEDD Head with proper justification, shall decide if CUSA Fees shall be imposed on any area for lease under this Section.

D. Payment – the rent, fees and charges for the Food Park shall be paid daily to the Provincial Treasurer or his / her authorized representative.

The Lessee shall be liable to pay monthly interest at the following rates, should there be any delay in the payment of rent, fees and charges:

- Garden Café (counter) – 2% monthly, upon default
- Mambukal Food Park – 2% monthly, upon default

The applicable provisions on default under Section 37.4 paragraph 1 of this Ordinance shall be followed. In addition, the consequences of default and the remedies of the Province in Section 37.6 paragraph 19 of this Ordinance shall be followed, as applicable.



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The abovementioned notwithstanding, any Lessee who fails to pay any amount due, in whole or in part, more than seven (7) days after the particular payment is due, shall be in default.

E. Advance Rental – Upon signing the Lease Contract, the Lessee shall pay in advance the following, which shall be applied to the last remaining months or days of the lease period.

- Garden Café (counter) – amount equivalent to thirty (30) days of basic rent
- Mambukal Food Park – amount equivalent to thirty (30) days of basic rent

F. Security Deposit - Upon signing the Lease Contract, the Lessee shall deposit an amount equivalent to the following:

- Garden Café (counter) – amount equivalent to thirty (30) days of basic rent
- Mambukal Food Park – amount equivalent to thirty (30) days of basic rent

This amount shall be held by the Province, without liability for interest, as security for the performance by the Lessee of the covenants and obligations under the Contract, and shall cover for whatever actual liabilities and damages may be sustained by the Province. Any unused portion of the deposit shall be returned to the Lessee at the termination of the lease, as applicable.

G. Fit-out / Grace Period - The Lessees may be given the following non-extendible grace periods to construct or improve the interior of the leased premises:

- Food Park – not more than one (1) month from the date of signing the lease contract

Payment of rent shall start immediately after the end of the grace period, regardless of the date of commencement of the business.

H. Lease Period – The term of the lease shall be for a maximum period of two (2) years for all leasable facilities, renewable upon mutual agreement of the parties, subject to terms and conditions that may subsequently be set forth. The lessee may exercise such renewal option by giving a written notice to the Province within sixty (60) days prior to the expiration of the current lease period. Otherwise, the Lessee shall automatically and completely vacate and turn over the Leased Premises upon expiration of the Contract.

I. Administrative Provisions

1. Any person, firm, association, partnership, corporation, or any other form of business organization, subject to existing rules and regulations, may submit an application to lease any rentable space. An application fee amounting to Five Hundred Pesos (Php500) shall be collected by the Provincial Treasurer's Office for every application to lease.



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2. Mambukal Bidding and Awards Committee - There shall be created a Mambukal Bidding and Awards Committee (MBAC) which shall be composed of the following persons:

Provincial Administrator - Chairman
Provincial Legal Office – Member
Provincial Treasurer – Member
Sangguniang Panlalawigan Chairman of the Economic Enterprise Committee – Member
Head of the Economic Enterprise Department – Member

3. Award and Occupancy – The award and occupancy of each rentable space shall be made through the conduct of a competitive bidding by the MBAC, following the provisions of this Section.
4. Functions of the MBAC – With regard to the rentable spaces in this section, the MBAC shall have the following functions:
- Declare rentable spaces vacant and available for lease
 - Qualify prospective stall/area applicants, and evaluate and approve the applications for rentable spaces, its requirements and conditions.
 - Conduct the bidding and opening of proposals in connection with the adjudication of the rentable spaces in this Section
 - Certify to the Provincial Governor the results of the bidding and the winning bidders
 - Outright decline an unsolicited proposal for non-compliance with the following conditions: 1) The terms thereof are advantageous to the Province of Negros Occidental; 2) It involves a business that will contribute to the economic development of the Province; and 3) No direct government guarantee, subsidy or equity is required
 - Reject unsolicited proposals that are identical or have similarly advantageous terms for the same rentable space
 - Provide reasonable rules and regulations for the tenants under this Section
 - Decide and inform the proponent with the meritorious unsolicited proposal and invite comparative or competitive proposals through posting notices at the Provincial Capitol and Mambukal; and
 - Other acts incidental to the abovementioned functions.
5. Procedure of Bidding the Right to Lease Rentable Spaces
- Notices of vacancy shall be posted at the Provincial Capitol and Mambukal.
 - Prospective lessees shall submit an application to lease with the official receipt of the abovementioned Application Fee attached.
 - Goodwill Fee refers to the amount of money tendered to show interest to acquire the right to lease any rentable space, as follows:
 - Garden Café (counter) – minimum of Twelve Thousand Five Hundred Pesos (PhP12,500.00)
 - Mambukal Food Park - minimum of Ten Thousand Pesos (PhP10,000.00)



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The rentable space shall be awarded to the applicant that offers the highest goodwill fee. If a prospective lessee is declared the winning bidder, the goodwill fee shall be payable in full within ten (10) days in cash or Manager's Check to the Provincial Treasurer or his/her authorized representative, reckoned from the date of receipt of the notice of award. Otherwise, the winning bidder shall be automatically disqualified and blacklisted, and the right to lease the rentable space shall be awarded to the next highest bidder, subject to the compliance of the required payment of goodwill fee.

- d. In case of a tie in bid proposals, the same shall be broken through the drawing of lots.
- e. There shall be a failure of bidding in case no bid is tendered by any applicant. Another bidding shall be set by the MBAC.
- f. The decision of the Province to whom the blocks/stalls shall be awarded shall be final. A Notice of Award shall be issued to the winning bidder who shall have the right to enter into a Contract of Lease with the Province.
- g. Unsolicited Proposals shall be subject to the guidelines under this section and the provisions under Section 37 of this Ordinance, as applied.

J. Termination – Any party shall have the right to terminate the lease before its expiration without need of any judicial action by giving written notice sixty (60) days prior to the termination date. The Province may cause the termination due to the default of the Lessee or violation of any of the terms of the lease contract. The Lessee may cause the termination due to the failure of the Province to perform any of its obligations as stipulated in the lease contract. Upon termination, the Lessee shall surrender and deliver the leased space in the same condition as it presently exists, reasonable wear and tear excluded.

In the event of the termination of the lease contract by the Lessee prior to its expiration date without fault on the part of the Province, the Security Deposit and Advance Rental shall be forfeited as penalty for the pre-termination. In case of damages on the leased space, its structures and fixtures, the actual cost of such damages shall be for the account of the Lessee and shall be collected by the Province.

K. Improvements on the Rentable Spaces; Use; Repairs; Inspection – Provisions on improvements, alteration, and partition walls in Section 37.6 paragraphs 20 to 25, and 28 of this Ordinance shall be followed, as applicable.

L. Management - Management of the areas for lease in Mambukal shall be retained by the Province.

Guidelines, policies and rules and regulations regarding the areas for lease shall be issued by the Governor, upon recommendation of the EEDD Head. The EEDD Head shall be the Administrator of the areas for lease in Mambukal.



M. Compliance with the Law - The lessee shall comply with all laws, orders, ordinances and other public requirements of all government authorities having jurisdiction over the use of the leased premises.

Any and all applicable taxes imposed by the law shall be for the account of the Lessee.

N. Contract of Lease – the annexed Contract of Lease, its provisions, terms and conditions, and attachments shall form an integral part of this Ordinance. After payment of the goodwill fee, the Contract of Lease shall be executed between the winning bidder and the Province, through the Governor, or the Provincial Legal Officer or the EEDD Head as the alternate signatories, who shall therefore be given due authority to sign for and on behalf of the Province of Negros Occidental by this Ordinance.

O. Other areas for rent - The Governor, upon the recommendation of the EEDD Head with justifications, may identify other areas for lease in Mambukal. The rental rates shall be decided by the Governor based on the rates provided by the Provincial Appraisal Committee, with the recommendation of the EEDD Head. The MBAC shall bid out the areas for lease.”

ARTICLE V
MAMBUKAL CATERING SERVICES

Section 1. Section 36 of the *Provincial Tax Ordinance No. 002, Series of 2022, as amended, otherwise known as the Provincial Revenue Code*, is hereby amended to read as follows:

“Section 36. MAMBUKAL CATERING SERVICES. - The Mambukal Catering Services is an Economic Enterprise run by the Province of Negros Occidental to provide food, meals, snacks, and catering services and packages with venue at Mambukal Resort, Food Terminal Market of Occidental Negros (FTMON) and Negros Residences.

Section 36.1 PACKAGE RATES FOR FOOD CATERING SERVICES - There are hereby imposed and collected fees and charges for the following services provided by the Mambukal Catering Services:

1.A – Food Catering only

Food Catering Package	Total
Snacks	



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Light (Native delicacies/pastries/Mini Sandwiches, drinks)	120.00/pax
Heavy (A choice of sandwich with kropek or noodle with sliced bread, native delicacies/pastries/Mini Sandwiches, drinks)	180.00/pax
Breakfast	
Option 1 (Main course, egg, rice, drinks)	160.00/pax
Option 2 (Main course, egg, fruits, rice, drinks)	200.00/pax
Lunch/Dinner	
Option 1 (1 main course (chicken, pork or fish), vegetables, soup/appetizer, dessert, rice, drinks)	370.00/pax
Option 2 (2 main courses (beef, chicken, pork or fish), green salad/appetizer, soup/appetizer, dessert, rice, drinks)	450.00/pax
Option 3 (2 main courses (beef, chicken, pork or fish), pasta/noodle dish, green salad/appetizer, soup/ appetizer, dessert, rice, drinks)	550.00/pax
Additional Charges	
One (1) Main Entrée	100.00/pax
One (1) Extra Dessert	40.00/pax
One (1) Flowing Brewed Coffee (30pax)	700.00
One (1) Extra Egg (Hard boiled, Scrambled, Sunny side up)	20.00/pax
One (1) Extra Plain Rice	30.00/pax

**Additional Charge on Venue Depending on the Accommodation rates of FTMON or Negros Residences.*

1.B – Food Catering Package With Venue - preferential rate granted to GOVERNMENT AGENCIES ONLY

Food Catering package with minimum of 50 pax Venue: Mambukal Resort Function Halls / FTMON / Negros Residences	Food	Venue	Total
Snacks			
Light	120.00/pax	20.00/pax	140.00/pax
Heavy	180.00/pax	20.00/pax	200.00/pax
Breakfast			
Option 1	160.00/pax	20.00/pax	180.00/pax
Option 2	200.00/pax	20.00/pax	220.00/pax
Lunch/Dinner			

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Option 1	370.00/pax	80.00/pax	450.00/pax
Option 2	450.00/pax	80.00/pax	530.00/pax
Option 3	550.00/pax	80.00/pax	630.00/pax

1.C – Food Catering Package for NOWC, NOLITC and NEGROS RESIDENCES only
(preferential rate)

Food Catering Package – NOLITC and NOWC	Total
Breakfast (Main Course, Egg, Rice, Drinks/Fruits)	160.00/pax
Lunch / Dinner (Main Course(Chicken, Pork, or Fish), Soup / Vegetable Siding, Rice, Drinks/fruits)	260.00/pax

Food Catering Packages - NEGROS RESIDENCES	Total
Breakfast (Main Course, Egg, Rice/Bread, Drinks, Fruits)	180.00/pax

1.D – Convention Cafe

All Day Breakfast	200.00 /pa x
Set Meal (plated meals only)	
Option 1 (1 Main Cour se, Soup/ Appe tizer/Gr een Salad, Rice/Br ead, Drink s)	200.00 /pa x
Option 2 (2 Main Cour se, Soup/ Appe tizer/Gr een Salad, Rice/Br ead, Drink s)	260.00 /pa x
Brewed Coffee	50.00 /pa x
Canned Soda	80.00 /pa x
Bottled Water	50.00 /pa x

**Adjustments to the fees may be made annually at a rate of not more than five percent (5%) by the Provincial Governor, upon recommendation of the EEDD Head with proper justification.*

Provided that, the following shall apply:



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1. For National Government Agencies, local Government Units (LGUs), and Public Associations/Organizations under preferential rate, *i.e.*, G2G clients / government entities that use government-to-government procurement schemes:
 - a. Catering only - Section 36.1.A shall apply
 - b. Catering with Venue - Section 36.1.B shall apply
2. For Private clients:
 - a. Catering only - Section 36.1.A shall apply
 - b. Catering with Venue - Section 36.1.A shall apply for the catering portion of the service only; while the rates of the chosen venue provider, based on the proper section of this Ordinance, *i.e.*, Section 33 for FTMON, Section 34 for Negros Residences, or Section 35 for Mambukal, shall apply for the venue portion of the service. Both amounts shall be **added** to get the total amount payable.

Section 36.2. VENUE, MAMBUKAL FOOD CATERING SERVICES PACKAGE. - The package rates for Mambukal Food Catering Services shall include venues such as: Mambukal Resort, Negros Residences & FTMON Pala-Pala and other places. The client has the option to choose the venue, subject to the applicable rates above.

Section 36.3 ADMINISTRATIVE PROVISIONS. - The following administrative provisions are hereby adopted:

1. The Provincial Governor shall promulgate the appropriate Implementing Rules and Regulations necessary for the efficient and effective implementation of this ordinance.
2. Prices indicated in the menu/package may be increased or decreased depending on prices of raw materials in catering services prevailing as of a given time and considering the budget of the client.

Section 36.4 BREAKAGE - Should there be equipment lost due to the fault or negligence of a client or its authorized agents, the client shall be required to pay an amount equivalent to one hundred fifty percent (150%) of the replacement cost of the item, which shall be determined based on the procedures of the Province as of the time of loss.

Section 36.5 DEPOSIT, CANCELLATION, REFUND, REBOOKING AND NO-SHOW POLICIES. - The policies herein, collectively referred to as the Catering Cancellation and Refund Policies, shall apply to transactions in this section only. The time periods herein are due to the timelines required by government procurement procedures.

- A. Deposit – In order to confirm their booking, the following shall be required to pay fifty percent (50%) deposit:
 - a. private clients, *i.e.*, entities that are not using government-to-government procurement schemes; and
 - b. Offices, departments and agencies of the government, other than the PGNO. The remaining amount shall be payable on or before the event.



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B. Cancellation, Refund and Rebooking

The following shall apply to private clients, regardless of when the event was booked:

- a. Within fifteen (15) days or more before the event, cancellation is allowed. The refund of the fifty percent (50%) deposit shall be subject to a ten percent (10%) processing fee. Clients, however, are allowed to rebook and reschedule the event to a date within three (3) months of the original schedule, subject to availability of venues.
- b. Within eight (8) to fourteen (14) days before the event, cancellation is allowed. The entire fifty percent (50%) deposit shall be forfeited. However, clients are allowed to rebook and reschedule the event to a date within three (3) months of the original schedule, subject to availability of venues.
- c. Cancellations made within seven (7) days or less before the event, including on the date of the event itself, shall be treated as no-shows. The No-Show Policies below shall apply.

The following shall apply to G2G clients, *i.e.*, government entities that use government-to-government procurement schemes, regardless of when the event was booked:

- a. Within fifteen (15) days or more before the event, cancellation is allowed. Clients, however, are allowed to rebook and reschedule the Event to a date within three (3) months of the original schedule, subject to the availability of venues.
- b. Cancellations made within fourteen (14) days or less before the event, including on the date of the event itself, shall be treated as no-shows. The No-Show Policies below shall apply.

- C. No-Show - private clients or G2G clients that are no-shows shall not be entitled to any refund, nor shall they be allowed to rebook. In addition, private clients shall be liable for fifty percent (50%) of the amount payable, while the entire amount of the purchase order shall be charged against G2G clients.

In case of fortuitous events, a refund of the deposit may be allowed, subject to a ten percent (10%) processing fee. Clients may also be allowed to rebook within three (3) months from the date of the event, subject to availability of venues.

The Provincial Government of Negros Occidental shall not be held accountable for any delay in the grant of refund. Clients are advised to follow up as necessary.

The Provincial Governor, EEDD Head or the Focal Persons of each relevant enterprise are authorized to sign the attached Booking Contract for and on behalf of the Province, for the efficient management of the venues of each enterprise. However, the Reservation Form for each relevant Enterprise shall also suffice as evidence of booking and reservation and shall be binding on clients. The Provincial Governor, EEDD Head, the Focal Persons or the Reservation Officer duly authorized by the Focal Person shall be granted authority to sign the said Reservation Form. Should additional provisions be incorporated into the Contract or the Form, the EEDD Head or the relevant Focal Person shall consult with the Provincial Legal Office.



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PART II AMENDING SECTION 2 AND SUBSECTION 7.1 (IMPOSITION OF TAX)

Section 1. Section 2 of the *Provincial Tax Ordinance No. 002, Series of 2022, as amended, otherwise known as the Provincial Revenue Code*, is hereby amended as follows:

"SECTION 2. Definition of Terms. – When used in this Code:

(a) Xxx

xxx

(aaa) "Lahar materials" – shall refer to unconsolidated volcanic sediments and rock debris deposits consisting of a heterogenous mixture of pyroclastic materials, including volcanic ash, sand, silt, clay, gravel, and larger rock fragments/boulders that have been remobilized and transported by flowing water, rainfall, or gravity from the slopes/flanks of a volcano. These materials are the sedimentary products of lahar (volcanic debris flow or volcanic mudflow) events and are typically deposited along river channels, floodplains, and low-lying areas.

(bbb) "Petrified Wood" – shall refer to fossil wood formed by the replacement of the original organic material by silica (resulting in agatized, opalized, or silicified wood), calcite or other mineral matter which has retained the external morphology and/or the internal cellular structure of the original woody tissue.

Section 2. Section 7.1 of the *Provincial Tax Ordinance No. 002, Series of 2022, as amended, or otherwise known as the Provincial Revenue Code*, is hereby amended as follows:

"SECTION 7.1. Imposition of Tax.

There is hereby levied and collected a tax of fourteen point three percent (14.3%) of the fair market value in the locality per cubic meter or metric ton of ordinary stones xxx. The fair market value of sand and gravel is Four Hundred Forty Four Pesos (P444.00) per cubic meter, Lahar Materials is Seven Hundred Pesos (P700.00) per cubic meter and Petrified Wood is Twenty Pesos (P20.00) per kilogram per survey made by the Provincial Treasurer's Office and the Provincial Environment Management Office (PEMO). The Provincial Treasurer, in coordination with the PEMO, shall determine periodically the fair market value at site.

PART III FINAL PROVISIONS

Section 1. Taxes. Any and all applicable taxes mandated by law, including but not limited to 12% Value-Added Tax (VAT) shall be for the account of the clients.

Section 2. Separability Clause. - If for any reason, any provision, section or part of this ordinance is declared not valid by a government agency or a court of competent jurisdiction, such judgment shall not affect the other sections or provisions of this ordinance, which shall continue to be in full force and effect.



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Section 3. Repealing Clause. - All ordinances, resolutions, rules and regulations, or parts thereof which are inconsistent with any of the provisions of this ordinance are hereby repealed, amended or modified accordingly.


Section 4. Effectivity. - This Ordinance shall take effect immediately after publication in a newspaper of general circulation.

ADOPTED UNANIMOUSLY, December 9, 2025.

CERTIFIED CORRECT:


HON. JOSE BENITO A. ALONSO
Vice-Governor

ATTESTED:


SENNERY J. PADILLA
Legislative Staff Officer IV

APPROVED:


HON. EUGENIO JOSE V. LACSON
Governor

DEC 16 2025