

**TERMS & CONDITIONS**  
**COMMERCIAL STALLHOLDERS RENTALS AGREEMENT FOR**  
**THE PHILIPPINE FIESTA**  
**on Saturday & Sunday November 29 - 30, 2008**

1. *The Philippine Fiesta of Victoria Stallholders Committee reserves the right to accept or decline any application without giving any reasons for its assessment.*
2. *Application must be received by **27th September, 2008**. Preference will be given to those who submit the completed application form early together with the agreed rental amount. (NO payment, NO Stallholder). No refund shall be made to any stallholder for any cancellation made after the contract has been finalised.*
3. *The rental amount for the two-day celebration:*
  - *Stallholder with Marquee and supplied electricity*
  - *Stallholder with Marquee and without supplied electricity*
4. *The marquee referred above is inclusive of the following:*
  - *Supply/delivery/installation/removal of a 3m x 3m marquee with trestle tables and supplied electricity capable of operating the following but not **exceeding** a combined power rating of 3,000 watts:*
    - *One (1) ordinary home refrigerator*
    - *One (1) baine marie*
    - *One (1) 2 burner electric stove*
    - *One (1) rice cooker*

*Please Note: Power supply is single phase only or 240V*

*\*. **If appliances exceeds the required operating power of 3000watts stallholder must provide a power generator at their own cost if not the Stall holder will be closed/cancelled and no refund will be given.***

5. *The Stallholders shall provide all equipment of the furniture they require including extension leads, plugs, etc needed to connect their electrical appliances to the power supply. Extension cords must have a recent electrician inspection tag.*
6. *Rental space referred to in Clause 3 is approximately the same area occupied by the marquee with an allowance of an extension in area at the discretion of the Stallholders Committee.*

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7. It is the stallholder/space holder's responsibility to ensure the cleanliness, maintenance and protection of the leased properties and premises and goods therein at any given time. If left untidy or damaged marque, monetary charges will be deducted in the the bond.

It is a requirement of the council and obligation of the stallholders to obtain indemnity insurance to cover them for any claims that may arise during the two day transactions at the Fiesta Celebrations.

8. Stallholder/space holders are restricted to trade only within the normal confines of their stallholders. Extension of boundaries requires the approval of the Stallholder Committee.
9. Food Stallholder must undergo a Food Seminar conducted by the Health Authority. You will be advised by the Stallholder Coordinator.

10. Stallholders is allowed to:

- Have a maximum to three (3) person free entry per day.
- Admission charges will apply for an extra person/s brought in by the Stallholder. It is the Stallholders duty to provide the Stallholders Committee the names of your stallholder staff.
- Have one (1) vehicle park behind your stallholder at all times. The Committee is aware that stock for your stallholder will be kept in the vehicle; hence the Committee will designate your parking allocation.

11. The Stallholders indemnify and release the Philippine Fiesta of Victoria, Inc., It's Management Committee, Sub-Committee, Agents and Representatives from and against the Philippine Fiesta of Victoria, Inc. It's Management Committee, Sub-Committees, Agents and Representatives arising out of or in any way connected with the loss of life, personal injury, damage to or loss of property suffered or sustained in consequence of the act, omission or neglect of the stallholders or any of their servants of agents or any person/s claiming through or under the stallholders during the period of the use of the rental properties.

12. The Philippine Fiesta of Victoria, Inc. owns the exclusive right to sell liquor, beer, spirits, soft drink, fruit juices, mineral water, coffee, tea and other liquids of similar import during the two day celebration. Violation of this clause will result in a verbal warning and subsequent confiscation of said liquids if warning is ignored.

**Sale of Liquor, beer and other spirits without a license is against the Liquor Control Act of 1987. Stallholders violating this act may face possible prosecution.**

**13.** *In its effort to ensure the success of the Fiesta, the Management Committee reserves the right to allocate, reallocate and alter the overall ground and facilities layout without notice or consultation with approved applicants.*

**CONFORME:**

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*Print Name & Sign*

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Date