

# **GAMMA COMMERCIAL CENTER**

## **House Rules**

(Version 7.2)

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## A. RENTAL

### I. START OF BILLING FOR LEASED PREMISES

As per your signed contract for the lease of your respective unit here at Gamma Commercial Center (GCC), you are committed to occupy your slot at the agreed-upon start date.

In this regard, we have commenced to start billing you firm on the date agreed upon. This is in force whether or not you have actually used the facility.

In particular, if you already have the key to the unit, then the lease automatically starts on the date you have committed. Even if you don't have the key, rent still starts on the day agreed upon.

The only instance where this policy may be waived is when your Permit to Operate (PTO) is still pending, waiting for approval from IPD/LRAD.

### II. PAYMENT OF MONTHLY RENTAL

Payment of your monthly rental lease is discussed in your contract under is clearly discussed in Article II Section 1 under "RENTALS".

That section specifically states that the rent is to be **paid " within the first five (5) days of EACH month, without necessity of express demand...."**

The agreement is clear that this obligation should be fulfilled even without any written or verbal advise (notice) from Gamma Commercial Center.

### III. PENALTY ON LATE PAYMENTS

Such bills are submitted to you before the end of the month, and it therefore expected that you will be able to settle obligations within the first week of the succeeding month.

Payments made after the first five (5) days of the month will now be subject to surcharges indicated in our signed lease contract with you.

The surcharge is 2% per month, and compounded monthly until settlement is made. (Please see Article II, Paragraph 1 of your contract.)

## **B. CARE OF LEASED PREMISES**

### *I. DISPOSAL OF GARBAGE*

All garbage should be placed in the appropriate trash bag. Approximate size of the bag should be 37" wide x 40" long (XX-LARGE). This is the approximate capacity of 33 gallon bag.

Trash bags should be left by your rear (exit) door. These will be picked up by our maintenance at about 4:00pm, daily (Saturday and Sunday not included).

Do not leave trash bags untied or unsecured inside (and outside) your offices, especially if these contain food particles. We don't want to invite rodents, roaches and pests into your premises. In particular, this leads to foul smell, and stinks up the walkways in general.

Do not empty food particles and solids and oil into the drain of the sink in the pantry and in the toilet as this will clog the P-traps of the pipes. Clogging of drains will affect the general condition of the sewage system of the center.

### *LITTERING*

We wish to keep all common areas clean and well-maintained for the sake of cleanliness, hygiene, and esthetic appearances. In line with this objective, please use the allocated common garbage cans located outside your premises as well, for trash that you wish to dispose of. Do not throw them on the parking and the common areas.

### *II. HANGING OF LAUNDRY*

It is expressly **prohibited** to hang any laundry outside within your immediately vicinity or anywhere within the complex where it visible from Manila Ave. and Rizal Highway.

The fact that we allow tenants to sleep in their leased area does not mean a right to sleep there. Your contract does NOT include a provision for using your leased area as sleeping quarters. We are just exercising tolerance and goodwill among you all by allowing it.

We will physically remove any laundry (including mops, tires, misc. eyesores....) hanging from outside your premises. You will be able to claim them from our office after paying a penalty of USD5.00 per piece of confiscated item.

### *III. PETS NOT ALLOWED*

Dogs, cats and pets in general are not allowed within the leased premises. They bring compounded concerns on health and sanitation emanating from their droppings, ticks, fleas and noise.

## **C. SECURITY**

Although we (as the LESSOR) provide security, particularly at night, this service is for the benefit of the whole complex in general. It is not for the individual coverage of each tenant in particular.

Payment of common utility service association (CUSA) is for the maintenance of the common utilities, walkways and the security of the perimeters of the complex in general. CUSA is not for individual use any particular tenant (to the exclusion of the other tenants).

We expect you to practice due diligence in providing your own individual security measures. Please exercise due care and concern, and be responsible enough to make sure that your premises are secured at night, and that all doors and windows are properly locked.

We are careful to preserve the reputation of the complex. Tenants, who habitually leave their respective units unlocked at night, compromise the name of the LESSOR. If something gets stolen, (due to your negligence), you would tell everyone how terrible our security service is, and this destroys our reputation.

We take all effort to provide roving security, but this does not mean that tenants may be habitually careless and irresponsible. We will extract penalties from tenants who exhibit continued irresponsibility in the care and security of their own premises.

#### **D. FIRE EXTINGUISHERS AND SAFETY**

Your Lease Contract with us indicates a requirement for you to have fire extinguishers in your premises. Please refer to Section 3.3 of the sub-lease agreement.

Specifically, the requirement is for a VL-approved fire extinguisher with a capacity of 20-lbs. (at least). This could be one single 20-lb unit or several units totally 20 lbs. in discharge capacity.

You may purchase the unit(s) from any independent dealer.

#### **Code Ratings:**

A= for paper and similar combustible materials

B= for gasoline, LPG fire

C= for electrical fire

Dry Chemical = ABC (with gauge which shows expiry)

Carbon Dioxide = BC (no-expiry as long as trigger is not activated). This unit has no gauge.

For safety concerns, LPG cooking appliances are **prohibited** from being used in lease premises, for any reason.

#### **E. TELEPHONE LINES**

SUBICTEL installed a brand new 200-pair communications cable in our complex. These lines are designed for high-speed Internet, voice, and fax. Each tenant will have the opportunity of having dedicated single lines for your various requirements.

There is an installation fee of PhP550.00/line required for the house-wiring needed to permanently terminate the facility in your office. The complex will absorb the actual labor cost of installing the house-wires.

#### **F. PARKING CONCERNS**

Officially there is an allocation of one parking slot for every 25 sqm of office space that is leased in Gamma Commercial Complex. The management however allows (tolerates) another (2<sup>nd</sup>) a second vehicle (of the same office) as long as the area is free. Only cars, family-vans, are allowed to park.

Please use your designated parking slots, in consideration of your neighbors who also have vehicles to park.

Commercial vans (4-wheels and up) and trucks (6 wheels and up) are prohibited from parking in Gamma Commercial Center.



In particular, it is prohibited for tenants to allow their sub-contractors to park ANY truck or vehicle within the complex. Tenants are responsible for any infraction of house rules (committed by their subcontractors), and bear the brunt of penalties and sanctions imposed by management.

Tenants who park trucks within Gamma Commercial Complex are levied a parking fee of P200.00 per day, per truck. Any truck that is still parked in our premises by 8:00 PM are charge an ADDITIONAL overnight parking fee of P300.00 per night, per truck.

Such penalties will be deducted from your security deposits.

Parking penalties levied above and separate and IN ADDITION to penalties indicated in Section F below.

**F. PENALTIES FOR INFRACTION OF HOUSE RULES**

Gamma-F Asia, as the LESSOR has the right and prerogative to impose any and all house rules and penalties as it sees fit. Tenants are obligated to follow these rules as long as they occupy such leased premises.

Penalties are therefore imposed as follows for violating:

1. Section B:

1 <sup>st</sup> Offense	PHP 500.00
2 <sup>nd</sup> Offense	PHP 1,000.00
3 <sup>rd</sup> Offense	PHP 2,000.00
x <sup>th</sup> Offense	Plus PHP 500.00 from last penalty, and so on....

2. Section C, D:

1 <sup>st</sup> Offense	PHP 500.00
2 <sup>nd</sup> Offense	PHP1,000.00
3 <sup>rd</sup> Offense	PHP 2,000.00
4 <sup>th</sup> Offense	Pre-termination of Lease Contract

All penalties will be applied to your Security Deposit, and deducted accordingly.