

#### **HOUSE RULES & REGULATIONS – FOOD PARTNERS (2022 Edition)**

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# HOUSE RULES AND REGULATIONS FOOD PARTNERS

Robinsons Land Corporation (2022 Edition)



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#### A. GENERAL OPERATIONS

| A.1. | Official Domicile          |                 |  |
|------|----------------------------|-----------------|--|
|      | Robinsons Place / Galleria | _ is located at |  |
|      | City / Province of         |                 |  |

#### A.2. Tenant's Data Sheet

A.2.1. All Tenant Partners are required to submit a filled-up Tenant Data Sheet to the Mall Operations Department at the start of the Lease. This data sheet should be updated whenever there are changes to the information. Refer to Annex 2 – Forms.

#### A.3. Business Hours

- A.3.1. All shops must be open for business during the days, and hours the mall is operational.
- A.3.2. The Mall Operations Department will communicate the Business Hours through a circular/memo and any changes in operational schedule (e.g., Holy Week, Christmas, Election Day, All Saints Day, national or local government guidelines, and other similar occasions).

#### **Mall Administration Office**

A.3.3. The Mall Operations Department is open for business from X:00AM to X:00PM daily.

#### **Late Opening, Early Closing, Non-Operations**

- A.3.4. Tenant Partners shall strictly comply with the Mall's designated daily business hours (including holidays). Written approval from the Lessor must be secured at least two (2) working days in advance for any change in their store operating hours, such as late opening, early closing, or non-opening.
- A.3.5. In the event of the Tenant partner's non-compliance with the business hours, the Mall shall impose a penalty to be included in the Tenant's monthly billing statement as follows:

| Category                     | Late Opening Early Closing |  | Non-Operation     |
|------------------------------|----------------------------|--|-------------------|
| In-line Store/ Regular Space | Php10.00/sqm/hour          |  | Php20.00/sqm/hour |
| Kiosks/Exhibits/ CLS         | Php300.00/ho               |  | our               |

A.3.6. In cases wherein the Tenant Partner requires an extension of its business operations beyond mall hours, a written request must be forwarded to the Mall Operations Department for approval. If such request merits approval, additional fees will be charged to the Tenant, such as, but not limited to:

-Air-conditioning, other equipment

- Elevators and escalators

-Security charges

- Other charges and fees

#### A.4. Use of Leased Premises

A.4.1. All Tenant partners are required to strictly adhere to the terms and conditions of their respective Contract of Lease regarding the use of their premises and the specified items/merchandise to be carried/sold.

#### A.5. Utilities and Common Use Service Area Charges

A.5.1. Tenant partner shall promptly pay on or before the due date its utilities and service charges, including air-conditioning charges, and its share of the maintenance and operating costs of the common areas, facilities, utilities, and services ("CUSA") as the Lessor may solely and reasonably determine. A disconnection order shall be issued to the tenant partner if no payment is received within the prescribed period. Any delay in issuing such order shall not be construed as a waiver on the part of the Lessor.



#### A.6. Common Area Use

- A.6.1. The Mall's common areas (hallways, fire exits, alleys, and all locations outside the leased premises) must be kept free from obstruction. Empty delivery boxes, packaging, equipment, inventory, or other materials must be stored properly within the Tenant partner's leased premises. Storage rooms may be rented from the Mall Operations Department, subject to rental fees and availability.
- A.6.2. Loitering of Tenant's employees in the Mall's service areas, such as back alleys, fire exits, and other off-limit areas is strictly prohibited. Violation of any of these rules is subject to penalties.

#### A.7. Permits and Licenses

A.7.1. The following government permits, licenses, and certifications must be submitted to the Mall Operations Department before the start of operations:

|                  | O1. SEC Certificate / DTI Certificate of Business Name  |  |  |  |
|------------------|---|--|--|--|
|                  | O2. Articles of Incorporation (if applicable)           |  |  |  |
|                  | O3. Occupancy Certificate                               |  |  |  |
| O Ti             | O4. Signage Permit and Licenses                         |  |  |  |
| One Time         | O5. BIR Certificate of Registration (BIR Form 23)       | 03)  |  |  |
|                  | O6. BIR Permit for PC-POS                               |  |  |  |
|                  | O7. "Ask For Receipt" notice (new BIR Notice to Public) |  |  |  |
|                  | O8. Authority to Print                                  |  |  |  |
|                  | R1. Barangay Business Clearance                         | R6. Electrical Inspection Certificate                |  |  |
|                  | R2. Mayor's Permit and Business Permit                  | R7. Mechanical Permit (If applicable)                |  |  |
| Renewed Annually | R3. Fire Insurance and Restaurant Liability             | R8. Liquor Permit (If applicable)                    |  |  |
|                  | R4. Comprehensive General Liability (CGL)               | R9. Sanitary Permit/ Health Permit                   |  |  |
|                  | R5. Fire Inspection Permit                              | R10. Annual Registration Fee Payment (BIR Form 0605) |  |  |

#### A.8. Utilities

#### **Telephone Facilities**

A.8.1. The tenant partner shall apply for its telephone facilities subject to the availability of cable lines in the area. Installation and other fees for this purpose shall be charged to the tenant partner's account.

#### Internet Connection

A.8.2. The tenant partner shall apply for its internet facilities and install its own feeder line from the Mall's communication room to the Tenant's leased premises at the latter's expense. The tenant partner's feeder line will form part of the leased premises upon termination or end of the lease contract.

#### A.9. Insurance

A.9.1. The Tenant partner shall, at its sole cost and expense, purchase insurance from an insurance company or companies accredited by the Lessor or exclusively from the Lessor's designated insurance broker, Unicon Insurance Brokers Corporation, having a minimum coverage shown below or in an amount equal to the maximum insurance value thereof designating both the tenant and the Lessor as joint beneficiary.

| Kiosk / Exhibits  | Minimum coverage Php500,000   |  |  |
|-------------------|-------------------------------|--|--|
| In Line / Regular | Minimum coverage Php1,000,000 |  |  |

- A.9.2. The Tenant partner shall be required to obtain the following insurance policies exclusively from the Lessor's designated insurance broker to wit:
  - Property Fire Insurance (PFI);
  - Comprehensive General Liability Insurance (CGLI); and
  - Such other insurance that Lessor may subsequently require.

Copies of the Insurance Policies (PFI and CGLI) and premium payment receipts shall be submitted by the Tenant partner to the Mall Operations Department within thirty (30) days from the execution of the lease contract.



- A.9.3. The perils to be insured against shall include, but are not limited to: (a) Fire/Lightning; (b) Flood; (c) Typhoon; (d) Explosion; (e) Smoke; (f) Vandalism; (g) Riot, Strikes, Riot Fire, Malicious acts; (h) Spontaneous Combustion: (i) Broad water damage; (j) Sprinkler leakage; and (k) Earthquake fire/earthquake shock.
- A.9.4. Lessor shall not be held liable for any damages caused by fire or the occurrence of any other risks.
- A.9.5. The Tenant partner shall ensure to obtain an insurance policy at the start of the lease commencement date and regularly renew it during the duration of the lease term.
- A.9.6. All expenses needed to rectify the damages incurred by the tenant partner, including related damages to other affected tenants and/or third (3rd) parties, should be claimed from the Tenant's insurance policies or paid for by the Tenant partner, whichever is applicable.

#### A.10. Rental Payments

- A.10.1. Tenant partners are required to settle their monthly rentals within the prescribed period without the need for demand. Check payments should be made to Robinsons Land Corporation.
- A.10.2. Additional rent and other penalties shall be charged for late payments as specified in the Contract of Lease and General Terms and Conditions.
- A.10.3. Tenant partner undertakes to remit to the Bureau of Internal Revenue (BIR) all taxes withheld from his payments on or before the tenth (10th) of the month. The Tenant shall likewise submit to the Credit and Collection Department four (4) copies of the Certificate of Creditable Income Tax Withheld at Source (BIR Form 2307) for the month on or before the 20th day of the billing month. The Tenant's name reflected in the BIR Form 2307 should match the Lease Contract. In case of changes in ownership, company name, TIN, etc., the Tenant needs to coordinate with the Mall's Lease Department to submit requirements and implement the appropriate action. Otherwise, the certificate will not be honored, and the amount of tax withheld and the corresponding penalty will be billed.
- A.10.4. Failure to submit said certificate shall be construed as non-remittance to BIR; as such, tax withheld shall be billed accordingly. In addition, interest at three percent (3%) per month shall be charged correspondingly for the equivalent amount of tax withheld not supported with a withholding tax certificate, which shall be computed from the month the tax was withheld from payments.
- A.10.5. If the Tenant partner is a Government Agency/Unit or a government-owned and controlled corporation, then the Tenant is required to submit a Certificate of Final Tax Withheld at Source (BIR Form 2306) to Credit and Collection on or before the 20th day of the billing month every month.
- A.10.6. For the convenience of the Tenant partner, payments may be made at any of the following venues: (a) Any Robinsons Bank branch, (b) Robinsons Department Store (RDS) Business Centers, and (c) other accredited payment centers. Bring the billing statement together with the check payment. Additional payment centers will be announced through the Tenant Portal. Payment due dates falling on Sundays and holidays will not be extended to the next business day.

#### A.11. Percentage Rate and Point of Sale (POS) System

- A.11.1. Tenant partners under the percentage rental scheme are required to faithfully register all sales into their PC-POS machine and comply with the Accounting and Sales Audit Staff in reporting their daily sales. (Refer to document Tenant Sales Reporting and PC-POS Policies and Guidelines) and Annex 1 POS Related Fees and Penalties.
- A.11.2. Tenant partners are only allowed to use the accredited/approved brand and type of POS in their respective leased premises. POS guidelines will be given separately.
- A.11.3. All variable tenants shall comply with the PC-POS requirement before starting operations. Otherwise, a no POS fee (Mall Operations) and not sending fee (Mall Operations) shall be charged per day until an accredited PC-POS system is installed and the tenant can send sales through the mall network.
- A.11.4. For control purposes, sales are strictly required to be punched or registered in the POS System at all times without exception. In case of power failure, Lessor has provided a convenience outlet (CO) connected to



generator/emergency power for the POS to ensure that all sales will be registered. Furthermore, Lessor has the right to conduct a cash count to determine sales transactions in the leased premises.

- A.11.5. Tenant partners are responsible for their own POS system. In case of breakdown of POS, tenant partner must immediately report to the Mall Operations Department so that a Lessor representative could be sent to monitor Tenants. Likewise, they shall immediately contact their vendor or their own IT for POS repair to avoid incurring PC-POS penalties. Refer to Annex 1 PC-POS Related Fees and Penalties.
  - During PC-POS breakdown, tenants are required to submit a hardcopy of their daily sales supported by z-readings/cash register tape/ signed daily sales report, following the daily schedule of manual sales submission to RARA-Sales Audit/ Mall Operations with not-sending fee (Mall Operations) & non-submission fee (RARA Sales Audit) charging for non-compliance.
  - If the PC-POS is repaired within the day, tenants may punch the manual official receipts/sales invoices into the PC-POS machine or submit manually the sales covered by official receipt/sales invoices. Tenants shall maintain all z-readings and official receipts/sales invoices for future audits.

#### A.12. Tenant Portal

- A.12.1. Lessor has made a Tenant Portal available to all Tenant partners, which will provide Tenants with a paperless billing statement known as the "e-Statement." The e-Statement will replace the hard copy of the monthly billing statement of account. Whenever a new e-Statement is available, a notification will be sent through the Tenant's registered email address.
- A.12.2. Generally, the e-SOA is made available not later than the third (3rd) day of each month. Payments history and updated account balance are also available for viewing in the portal. To access the Tenant's Portal, the Tenant partner is required to register an email address to the Leasing Department to receive their log-in credentials. (i.e. username/initial password).
- A.12.3. Tenant partner must pay their account in full and preferably on time. For questions regarding the e-Statement, the tenant shall raise a concern using the Tenant Portal indicating the charges in question. If the dispute is valid, the corresponding credit adjustment shall be made. If no concerns were raised via the Tenant Portal on the correctness of the billing statement within two (2) weeks from receipt thereof, the billing statement is deemed correct. Tenant Partner is encouraged to reconcile their accounts with Credit & Collection regularly.

#### **B.** STORE OPERATIONS

#### **B.1.** Store Operations, Shop Display, and Inventory

- B.1.1. Tenant partners shall display and sell in their shops those products/inventory within their approved merchandise mix and/or provide such services that are within their permitted services.
- B.1.2. All Tenants are prohibited from selling pirated, fake, and untaxed imported goods violating existing laws and regulations. Tenant partners shall adopt pricing mechanisms that ensure goods for sale are reasonably and competitively priced.
- B.1.3. Tenant partner shall at all times offer sufficient merchandise stocks to assure shoppers of availability and variety of choices and employ an adequate number of personnel to serve customers. Merchandise displays and signages shall be well lighted and cleaned regularly.

#### B.2. Repairs and Maintenance and Upkeep of Leased Premises

- B.2.1. Tenant partner shall use only brand-new fixtures and equipment within the leased premises. Lessor reserves the right to disapprove the use of fixtures and equipment which are evidently old, worn out, or suffering from poor workmanship, quality, or might compromise safety.
- B.2.2. Tenant partner must, at all times, keep their respective leased premises clean and sanitary and in well-maintained condition. The Mall Operations Department reserves the right to enter the leased premises to check faithful compliance with the provisions hereof.



- B.2.3. The Tenant partner shall immediately attend to any repair and maintenance needs of their leased premises, including damages due to negligence by their employees, agents, contractors, and visitors at their own expense.
- B.2.4. If the proposed repair will affect the Mall's installation, said repair shall be undertaken only upon prior notice to and written approval of the Mall Operations Department. In any event, the Mall Operations Department must be informed of such repair to ensure compliance with established building structural safety and security.
- B.2.5. Tenant partner shall be responsible for ensuring that its contractors observe the rules and regulations of the mall while working inside the mall premises.
- B.2.6. Loitering of tenant partner's construction workers is not allowed during the construction and/or renovation of tenant partner's leased premises. Contractors' I.D. must be secured at the Security Office upon presentation of a valid ID and should be worn at all times.
- B.2.7. Tenant's contractors or personnel must wear proper protective gear such as hard hats, safety boots, goggles, gloves, and essential shirt and long pants attire. Wearing sandos, slipper and shorts are strictly prohibited.
- B.2.8. Tenant partner shall coordinate and process all necessary permits prior to construction as per Tenant Construction & Renovation Guidelines. Failure to undertake the required repair and restoration within a specified time required of the tenant partner shall be considered a material breach of the Contract of Lease.

#### **B.3.** Work Permit / Hot Works Permit

- B.3.1. A Work Permit is required before any works or activities are done in the Tenant's leased premises, such as renovation, construction, repairs and maintenance, and other similar activities. The Work Permit approved by the Mall Operations Department must be secured at least three (3) working days before starting any activities. Refer to Annex 2- Forms.
- B.3.2. Hot Works Permit shall be required for activities that involve burning, welding, cutting, brazing, soldering, grinding, using fire- or spark-producing tools, or any other works that produce a source of ignition/combustion. Refer to Annex 2 Forms.

#### **Procedures for Work Permit**

- 1. Tenant partner must secure Work Permit Form in two (2) copies from the Mall Operations Department. Only the Tenant's authorized representative shall be accommodated by the Mall Operations Department when applying for a work permit.
- 2. In accomplishing the form, the tenant partner shall provide all information required in the Work Permit, including the full names of workers who will do the task, the scope of work, and the tools/equipment to be used
- 3. The Work permit is valid for a maximum of seven (7) days only. A new work permit must be secured if the Tenant works need to be extended beyond seven days.
- 4. Security Augmentation charges shall be billed accordingly for activities that extend beyond the allowed hours for construction, renovation, and other repair works.
- 5. Any cancellation of an approved work permit with security deployment without prior notice to the Mall Operations Department shall be charged accordingly.

#### **Procedures for Hot Works Permit**

- 1. Tenant partner must secure a Hot Works Permit from the Mall Operations Department.
- 2. An approved Fire Safety Clearance from BFP must be attached when filing for a hot works permit. No Fire Safety Clearance, No Hot Works Permit.
- 3. Hot Works Permit is valid only on the date stated in the form.
- 4. Minimum of two (2) units of Fire Extinguisher ABC Type is required on-hand during "hot" works.
- 5. Tenant partners must post the approved Hot Works Permit in their leased premises.
- 6. Tenant shall assign a dedicated fire watchman to monitor activity during the duration indicated in the permit.
- 7. Lessor may assign security personnel to monitor the activity, the cost of which is chargeable to the Tenant.
- 8. Any cancellation of an approved Hot Works Permit without prior notice to the Mall Operations Department shall be charged accordingly.
- 9. Violation of the Hot Works Permit guidelines will automatically cancel the hot works permit. Refer to the Hot Works Permit for the complete safety checklist.



## **B.4.** Parking and Traffic

#### Joint-Use Area

B.4.1. It is expressly understood that the Tenant partners' privilege to use parking and other areas dedicated to everyday use is not exclusive. The privilege of such use by the tenant, his employees, and customers is not an integral part of their lease. It may, therefore, be restricted or regulated by the Lessor.

#### Carpark

- B.4.2. While the Mall's parking areas are open to the general public, the Lessor cannot be held accountable for any damages or losses incurred on any vehicle. The Lessor's responsibility lies primarily in the enforcement of the regulations of the Mall Operations Department regarding traffic, parking, and disturbance/s within the parking areas. Adherence to the loading and unloading zones within the mall premises shall be strictly enforced.
- B.4.3. Tenant partners with private vehicles and/or delivery vans/vehicles can apply and pay for an annual carpark sticker. Said carpark sticker allows Tenants to park their vehicle(s) in designated carpark areas during mall operating hours of the carpark without the need to pay for parking fees for the duration of the sticker's validity. However, other charges such as 'overnight parking' and 'lost parking card/ticket will be charged.
- B.4.4. In Robinsons Malls that do not charge parking fees, Tenants need not apply for any carpark sticker but may park their vehicles (personal use or delivery) only in designated areas.
- B.4.5. All vehicles shall be subject to the rules and regulations of the carpark as promulgated by the Mall Operations Department. Refer to Annex 3 Carpark Rules and Regulations

#### **Delivery Area and Vehicles**

- B.4.6. Designated delivery and parking areas with freight elevators are provided to tenants who require them.
- B.4.7. Delivery vehicles are allowed to park only in these areas exclusively to unload and unload goods and merchandise. The loading and/or unloading activities shall not exceed fifteen (15) minutes.
- B.4.8. Tenant Partner shall be held liable for any damages they may cause to the Delivery/Parking Area or its fixtures or for any injuries or damages caused to people or any other properties/vehicles inside the Delivery/Parking Area.
- B.4.9. Tenants must ensure their respective Delivery Partners follow all rules and regulations and observe traffic signs in the Delivery/Parking area.
- B.4.10. Tenant's delivery vans/trucks will be limited to only those that may be accommodated at any given time.

# B.5. Guidelines for Delivery and Pull-out of Merchandise, Machinery, Furniture, and Equipment Freight Elevator / Service Elevator

- B.5.1. All deliveries of Tenant Partners must use the freight elevators located at the designated delivery bay.
- B.5.2. The use of pushcarts (flatbed/hand-pushed cart trolley) in escalators and customer elevators is strictly prohibited.
- B.5.3. The service elevator is readily available during the following specified delivery schedule only. Tenant's delivery men/representatives are not allowed to operate the service elevator.

| MORNING SCHED  | ULE   | 7:00am – 11:30am |
|----------------|-------|------------------|
| AFTERNOON SCH  | EDULE | 2:00pm – 5:30pm  |
| EVENING SCHEDU | JLE   | 8:00PM - 10:30pm |

<sup>\*</sup> Time may vary for Robinsons Malls operating outside the standard 10am-9pm.

#### **Delivery Schedule for Food Tenant Partner:**

| MORNING DELIVERY   | 7:00am – 11:00am |
|--------------------|------------------|
| AFTERNOON DELIVERY | 2:00pm – 5:00pm  |
| EVENING DELIVERY   | 8:00PM = 10:00nm |

<sup>\*</sup> Time may vary for Robinsons Malls operating outside the standard 10am-9pm.



- B.5.4. Deliveries shall be subject to the following conditions:
  - 1. Tenant Partners shall use designated entrances and exits for all deliveries.
  - 2. All incoming deliveries of Tenant Partners must be supported by a Delivery Receipt (DR) addressed to said tenant. The delivery personnel must present a valid ID.
  - 3. To avoid damage to mall flooring, delivery carts must have rubber wheels. Items should not be dragged across the floor. Any and all damages to mall property during delivery caused by improper handling of the pushcart or trolley shall be charged to the Tenant.
  - 4. Delivery of materials that would stain and/or cause a mess at the Mall and hallways are not allowed. Wet deliveries should be placed in tightly sealed, leak-proof plastic containers.
  - 5. Overloading of delivery carts is not allowed.
  - 6. Delivery of equipment, bulky, breakable, sharp-edged, heavy materials, and construction materials (i.e., display cases, glass panels, signages, and the like) should be coordinated with the Mall Operations Department at least two (2) working days before the scheduled delivery.
  - 7. Tenants may use the Receiving and Delivery Unit's ("RDU") freight elevator for deliveries with a weight not exceeding the allowable limit.
  - 8. Handling of deliveries shall always be subject to the Mall's proper safety and security policies.
- B.5.5. Tenants shall secure a Gate Pass from the Mall Operations Department before any bulk merchandise, machinery, furniture, and equipment are brought out of the shop/Mall.

#### **B.6.** Housekeeping

#### Sanitation

B.6.1. The Tenant partner shall comply with the House Rules relative to the proper disposal of waste and littering in the mall's service hallways and common areas. Any noted violation by the Tenant partner shall be reported to the Mall Operations Department and subject to corresponding penalties.

#### **Garbage Disposal**

- B.6.2. Trash should be placed in a properly sealed container or garbage bag. The tenant partner shall assign one container for dry garbage and another for wet garbage, which must always be double-bagged. Garbage should only be brought out upon arrival of the Mall's designated garbage collector.
- B.6.3. Under Republic Act 9003 (Ecological Solid Waste Management Act of 2000), the Tenant Partner shall practice separating, at the point of origin, different materials found in solid waste to promote recycling and re-use of resources and to reduce the volume of waste for collection and disposal. Unsegregated wastes will not be collected and will be subject to penalties.
- B.6.4. Opened cans, glassware, sharp-edged or pointed objects must be bagged separately and labelled properly for safe handling.
- B.6.5. It is also strictly prohibited to burn garbage of any sort within mall premises.
- B.6.6. Garbage disposal shall be done at such time, place, and manner as may be prescribed by Mall Operations Department. Only the authorized garbage haulers hired by the Lessor shall be allowed to pick up garbage at the Malls' Materials Recovery Facility (MRF) to ensure that sanitation standards are followed. Tenants are not allowed to sub-contract the pick-up of garbage and other discards.
- B.6.7. Hazardous waste from medical establishments and the like should be disposed of by Tenant partners' own hazardous waste transporter and treater. Tenant partner shall submit to the Mall Operations Department the following DENR documents:
  - Hazardous Waste Generator ID
  - Permit to Transport (PTT)
  - Treatment Storage Disposal (TSD) Certificate for the treatment facility
  - Transport Registration Certificate for the hauler of Hazardous Waste
  - Certificate of Treatment (COT) duly received by DENR
  - PCO Certification



B.6.8. Tenant partner shall submit a monthly report of the total volume of hazardous waste collected and treated by the TSD facility, together with a copy of the Certificate of Treatment (COT).

#### **Used Oils**

- B.6.9. For used oil, tenant partners can re-use the original tin can package. Disposal of used oil shall be through the Mall's accredited hazardous waste hauler or through the Tenant partner's own hazardous waste hauler. Refer to section B.6.7.
- B.6.10. Throwing grease like used oil down the drainage system is strictly prohibited. Violation is subject to penalties.

#### **Grease Traps**

- B.6.11.Tenant partner is strictly required to provide a grease trap for every sink installed in their leased premises. Grease traps must be cleaned daily after store operations. The Mall Operations Department will check the same for compliance. Non-compliance is subject to penalties.
- B.6.12.Do not use acid-based chemicals to clean grease traps and drainage.
- B.6.13.All accumulated grease and similar refuse must be placed in double trash bags and sealed tightly. They must be separated from other wet or dry trash as these are considered hazardous waste.

#### Bio-Augmentation

B.6.14. The Mall Operations Department shall engage the services of a qualified Bio-Augmentation contractor to perform such service regularly. Bio-Augmentation charges shall be based on the size and number of the grease trap installed in the leased premises and shall be included in the Tenant's monthly billing statement.

#### Kitchen Exhaust Ducts and Filter Cleaning

- B.6.15. Food partners are required to engage the services of the Mall's accredited contractor for the chemical cleaning of all kitchen exhaust ducts (KED) in their leased premises. The kitchen exhaust duct cleaning frequency shall be based on the tenant's cooking category and other parameters set by the Mall Operations Department. The cost of cleaning shall be charged to the tenant.
- B.6.16.The tenant partner must clean all exhaust, baffle filters, and cooking equipment daily to ensure that fire safety standards are observed. Tenant must maintain a clean range hood and remove oil from the baffle filters with either soap or other similarly safe chemical after store operations.
- B.6.17.Do not remove baffle filters from exhaust hoods when cooking.
- B.6.18. Always check if your exhaust fans, belts, and motors are in good working condition. Make sure they are switched on during operating hours and must be switched off after operating hours.
- B.6.19. Tenant partners who choose to engage the services of another KED Contractor must submit a request to Mall Operations Department for approval. This shall be on top of the mall-initiated KED cleaning and maintenance services.

#### **Pest Control**

- B.6.20. The Mall Operations Department shall engage the services of a qualified pest control contractor to perform such service periodically. Pest Control charges shall be based on the size of the leased premises and shall be included in the Tenant's monthly billing statement.
- B.6.21. The Tenant partner is encouraged to cooperate with the pest control program of the mall to maintain the highest standards of cleanliness and sanitation.
- B.6.22. Tenant partner shall immediately report a possible infestation of any kind for appropriate actions.
- B.6.23. Tenants who choose to engage the services of another pest control contractor must submit a request to Mall Operations Department for approval, indicating the type of chemical to be used. This shall be on top of the mall-provided pest control services.



#### B.7. Egress, Demolition, and Dismantling Works

- B.7.1. This shall apply to the following works for an outgoing tenant:
  - Demolition of fixtures and structures
  - Restoration of space back to its original bare condition
  - Pull-out/Egress of tenant's equipment, materials, and properties
- B.7.2. Mall Operations Department shall conduct a pre-egress meeting with the tenant before any egress activities.
- B.7.3. Accounts must be settled with Credit and Collection before the start of any demolition or dismantling activities, as well as the pull-out of stocks, merchandise, and equipment.
- B.7.4. Pull-out and demolition must be completed on or before the contract termination date, except when there is an approved contract extension; otherwise, rental and other fees shall be charged until the space is handed over to and is accepted by RLC in its original hand-over bare condition.
- B.7.5. Removal of storefront glass panel must be coordinated with the Mall Operations Department and to be scheduled after mall hours.
- B.7.6. Any and all damages to the mall structural systems, including the spray-applied fireproofing of structural steel, shall be restored by the mall accredited contractor. All restoration costs will be charged to the mall partner. This includes scraping, puncturing, or chipping the surface of fireproofed beams during the removal of the ceiling, utility rods, framings, hangers, and other above ceiling works.

#### B.7.7. Demolition/ Dismantling Schedule:

| DISMANTLING ACTIVITIES  | SCHEDULE                                   |
|---|--|
| Pull out of materials (through mall designated exit points only)  | One (1) hour after Mall Closing to 7:00 am |
| Minor works that will not bother neighboring operating tenants and mall customers, such as removal of lighting fixtures, partition walls, moving of furniture, display rack, and modules.   | 7:00 am to 9:00 pm                         |
| Any sprinkler system related activities   | 8:00 am to 5:00pm                          |
| **Must be coordinated and approved by the Mall Operations Department  | (Monday-Friday)                            |
| Major works include but are not limited to Heavy dismantling, hammering, drilling, plumbing works, removal of glass panels, dismantling of signage, removal of secondary wall /ceiling, ducting, removal of electrical pipes and panels.  Noisy and/or vibration-producing activities or those emitting foul or strong odors must be done after mall hours. | Mall Closing up to 7:00 am                 |
| Hot Works such as welding, grinding, torch-applied works, or other spark-producing activities. Tenant is strictly prohibited from undertaking welding and painting works simultaneously.  | Mall Closing up to 7:00 am                 |

#### C. ADVERTISING & PROMOTIONS

# C.1. Advertising, Promotions, and Customer Relations Robinsons Logo

- C.1.1. Upon securing approval from Mall Operations Department, the tenant partner may display the Robinsons Logo in all their multimedia communications, promotions, advertising, emails, circulars, and the likes.
- C.1.2. The use of Robinsons Logo is solely for the purpose contemplated herein and not for any other purpose and does not grant the Tenant the right to modify or alter and use the same indiscriminately.

#### **Store Display**

- C.1.3. Except for the shop signs duly authorized by the Mall Operations Department to be installed on the shop signage band or frontage, no other signs shall be installed on the store facade.
- C.1.4. Product or Promotional Poster displayed inside leased premises must be hung or anchored by a suction cup and not taped to the glass. The use of standees like easel stand, chrome stand, and creative standees is allowed.



- C.1.5. Tenant partners must see to it that their display windows are always kept clean, attractive, well-lighted, and thematically updated. A merchandise display must be well planned and executed to showcase a concept that is appealing and inviting to customers to patronize and buy more goods from the store. Show-window displays must correspond with merchandise, items, or commodities sold inside. Outdated and/or faded-out posters, streamers or advisories must be removed or taken down immediately by the mall partner.
- C.1.6. Store signs carrying political, religious, lewd, lascivious, or controversial images and/or messages or mentioning other venues or competing malls and commercial complexes, including their logos, will not be allowed to be posted on show windows and inside the leased premises. The hiring of personnel or job vacancy signs are also not allowed to be shown on show windows and will be summarily removed by Mall Operations.

#### Posters, Banners, Streamers, Leaflets, and Flyers

- C.1.7. The following Guidelines shall govern all activities relating to posters, banners, streamers, leaflets, and flyers:
  - 1. Tenant partner must secure approval from the Mall Operations Department using the "Mall Merchandising Permit" form at least two (2) weeks before display and/or announcement.
  - 2. The sample artwork with Robinsons Logo or floor plan layout for events and exhibits must be submitted together with the filled-out mall merchandising permit. The inclusion of logos/names of competing malls or commercial complexes shall not be permitted.
  - 3. Tenant partner's creative standees shall be allotted a display space on a FIRST-COME-FIRST-SERVED basis and according to the needs of the business. Non-Tenant materials (where the Tenant is only a sponsor) will not be accepted for display.
  - 4. A newly opened mall partner is given a maximum display period of one (1) month, depending on space availability. For incoming mall partners, a display of "Soon To Open" signage will be allowed two (2) weeks to one (1) month before the store opening date. "Now Open" signage will be allowed a maximum of two (2) weeks after the opening date or the start of the display date.
  - 5. Sizes or dimensions of streamers, posters, leaflets, and flyers may vary per mall. Please coordinate with the Mall Operations Department or refer to the Mall Merchandising Guidelines.
  - 6. Leaflets may be distributed via the Mall's Information or Customers Service counters for a maximum of one (1) week before starting activity up to the end of the event and subject to space availability. The tenant partner is required to provide a Leaflet holder. A maximum of one hundred (100) leaflets/flyers will be allowed for each counter. Leafleting will be permitted at the designated entrance and within the approved schedule only for new tenants or for tenants with approved Sales Promos and Product Launches for a period not to exceed two (2) weeks.
  - 7. The Mall Operations Department reserves the right to review and approve sales campaign mechanics and materials and other proposed signs, posters, streamers, and the like.
  - 8. Posters and streamers must be installed only in the designated places and following the Lessor's policies regarding size, duration, type of materials used, frequency, time, and number. Similarly, leafleting must be done only by uniformed personnel in designated areas not to obstruct customer flow. Leaf letting shall be done properly and not aggressive or restrictive of a customer's right to personal space and movement.
  - 9. The Mall Operations Department reserves the right to cancel an ongoing campaign if it is deemed detrimental to the interest of the Mall, other mall tenants, or its customers and patrons.

#### **Special Promotional Activities**

- C.1.8. Any special promotional activities to be conducted, such as sales promotions, store inaugurations, anniversaries, fashion shows, and the like, must have prior written approval from the Mall Operations Department. This includes promotional aids, materials, filming, and video coverage. The request must be sent at least two (2) weeks before the start of said event.
- C.1.9. Any damages resulting from the conduct of such special promotional activities shall be the sole responsibility and liability of the tenant partner, who must restore the area to its original condition within twenty-four (24) hours from its occurrence. In case of failure to rectify or repair the damages within the specified period, the Lessor shall hire a qualified contractor. All expenses and corresponding penalties shall be charged to the Tenant.



- C.1.10. The tenant partner, or any third (3rd) party, is not allowed to set up a booth within or outside of the tenant partner's leased premises unless with the Lessor's written approval. The prohibition includes the distribution of marketing flyers and collaterals of Tenant or that of a third (3<sup>rd</sup>) party.
- C.1.11. Third (3rd) party merchandisers and promoters/engaged by the tenant are allowed to offer, sell, and conduct marketing activities related to the tenant's products provided it is with the permission of the Mall Operations Department and that it is done within the leased premises.
- C.1.12.Exhibit, kiosk, and short-term lease may be allowed to distribute flyers strictly within the leased premises upon approval of the Mall Operations Department.
- C.1.13. For promotional activities conducted by Mall Operations and Marketing Department, tenant partners shall give their full cooperation and active participation.

#### D. SAFETY MEASURES AND PROCEDURES

#### D.1. Emergency Power

D.1.1. Emergency power supply shall be made available during power outages or blackouts depending on the local Mall's condition and other factors. Tenant partners can still operate on a limited scale through the emergency circuit. No additional loads shall be connected to the emergency lines without prior written approval from the Mall Operations Department. Should it become necessary, tenants shall be ordered by the Mall Operations Department to reduce their electrical loads to avoid overloading the generators. Tenant partner shall comply with such order.

#### D.2. Reporting and Combating Fires

- D.2.1. Tenant partners must immediately report any fire outbreak in their leased premises and apply all necessary emergency measures at their disposal to extinguish the fire.
- D.2.2. For this purpose, the Tenant and their staff must attend the mall-initiated fire drills, fire safety orientation, and other safety training to familiarize themselves with firefighting techniques.

#### D.3. Reporting of Shoplifting and Other Incidents

D.3.1. Shoplifting, theft, and other criminal acts must be immediately reported to the Mall Operations Department. The tenant partner or authorized representative shall file the appropriate complaint and/or blotter with the local police authorities.

#### D.4. Reporting Breakdown of Facilities and Installation

D.4.1. Tenant partners must immediately report to the Mall Operations Department any breakdown of Mall facilities and/or installations that occurred within their leased premises as well as adjacent areas. Tenants must also promptly report the breakdown of their facilities/installations whether or not it poses inconvenience or hazard to the whole Mall or its customers.

#### D.5. Authorized Signatories and Emergency Contact Number

D.5.1. Tenant partner shall be required to submit to the Mall Operations Department the names and contact numbers (telephone/mobile) or addresses of authorized representatives to be contacted during emergencies such as fires, flooding, burglaries, and urgent repairs. The authorized signatories and emergency contact numbers should be updated periodically or as needed.

#### D.6. Inspection of Premises

D.6.1. Tenant partner, upon being given ample notice, shall allow the Lessor or its authorized representatives to enter the leased premises at any time to inspect compliance to mall safety standards, make repairs or alterations, and for any purposes which the Lessor may deem necessary for the operation, maintenance, safety and security of the mall premises. Violations resulting in unsafe conditions and safety risks must be rectified immediately. Failure to comply may lead to stoppage of operations such as cooking and grilling.



#### D.7. Natural Calamities

- D.7.1. Tenant partner shall undertake all the necessary safety measures when natural calamities (earthquakes, typhoons, floods, etc.) occur to prevent destruction or damage to lives and properties within the leased premises.
  - 1. Elevate stocks, merchandise, equipment, and floor displays, including those found in the storage areas, especially for tenants located at the Ground Level or Basement
  - 2. Keep stocks, equipment, and other merchandise away from walls or ceilings with the previously known occurrence or history of water leak and seepage.
  - 3. After mall operating hours, cover stocks, merchandise, and equipment with plastic or waterproof material to prevent damage from unexpected leak points.
  - 4. Unplug all electrical equipment from floor outlets and shut off floor outlets from the circuit breaker.
  - 5. Immediately report to the Mall Operations Department any occurrence of water leaks and seepage.
- D.7.2. The Tenant partner shall be responsible for filing a claim against their Property Insurance Policy for the damages caused by these incidents.

# D.8. Fire Safety & Protection Pilot Lights

D.8.1. Tenant partners must provide pilot lights to be switched on after mall hours to allow continuous viewing by the mall security. Pilot lights must be operational at all times. Busted pilot lights must be rectified within twenty-four (24) hours. Likewise, all roll-up doors/shutters must have peep-holes for security and safety reasons.

#### **Tenants' Equipment**

- D.8.2. Tenant partners must see to it that their approved electrical appliances and equipment, motored equipment, gas stoves or ranges, lights (including signages) are switched off and unplugged when not in use during blackouts or electrical failures, and at the close of business hours to avoid the incidence of fire, except POS (cash registers) refrigerators/freezers, and pilot light.
- D.8.3. Damaged or defective equipment should also not be used. A thorough inspection must be done in the leased premises before closing and leaving. A food tenant must pay special attention to LPG-fired equipment.
- D.8.4. Tenant partners shall ensure all kitchen equipment such as ovens, stoves, and other cooking equipment must undergo regular preventive maintenance and cleaning to prevent grease accumulation that may cause fire incidents. An automatic Kitchen Fire Suppression System (KFSS) is required for food tenants with medium to heavy cooking. Baffle filters and spark arresters are required for a Food Tenant with grilling.
- D.8.5. Tenant partners shall ensure that all their electrical equipment, such as but not limited to mobile phone chargers, electronic adaptors, and other devices, are unplugged before leaving the leased premises.
- D.8.6. A written request shall be submitted to Mall Operations Department for assessment and approval for any additional equipment requiring increased electrical and utility loads. Only upon approval may the items/equipment be installed. All materials and manpower required for installation shall be provided solely by the Tenant concerned. Mall Operations Department shall conduct post-inspection to check if approved plans were followed. The Tenant shall conduct any additional works needed to comply with the Mall safety standards at its own expense.
- D.8.7. Tenant partners must secure approval from Mall Operations Department before using electrical wirings, extension cables, and installation wires and ensure that they are correctly installed and are compliant with the Mall's safety regulations and standards. The occurrence of fire in the leased premises is subject to penalties.



#### Fire Fighting Apparatus

D.8.8. All tenant partners must have the following firefighting equipment inside their leased premises in compliance with the Fire Code of the Philippines (RA9154). All tenant employees must be familiar and trained with the use of such firefighting equipment.

|                               |                    |   | Minimum No. of Fire Extinguisher (10lbs) |              | Minimum No.     | Automatic Kitchen   |  |
|-------------------------------|--------------------|---|--|--------------|-----------------|---|--|
| Type of Mall Partner          | Area               | Details   | Type ABC                                 | Type K       | of Fire Blanket | Fire Suppression  |  |
|                               |                    |   | Other Area                               | Kitchen Area | 1.8m x 1.8m     | System (KFSS)   |  |
| FOOD                          |                    |   |  |              |                 |   |  |
| Food Kiosk                    |                    | With use of: microwave,<br>coffee maker, induction<br>stove, steamer, water<br>heater, Shawarma<br>griller, fryer, etc. | 1  | n/a          | 1               | n/a   |  |
| Food Partner without Grilling | <u>&lt;</u> 75 sqm | All cooking without grilling  | 1  | 1            | 1               | Required KFSS:1<br>unit per Kitchen<br>Exhaust Hood<br>(connected to<br>kitchen exhaust duct) |  |
| Food Partner with Grilling    | ≤ 75 sqm           | Heavy cooking with<br>charcoal grilling<br>including individual<br>burners per dining<br>table; buffet                  | 2  | 2            | 2               | Required KFSS: 1 unit per Kitchen Exhaust Hood (connected to kitchen exhaust duct)            |  |

#### Notes:

- 1. For Food partners with Grilling and without Grilling: (above 75sqm)
  - A. For every additional 75sqm of Dining Area, an additional one (1) unit of Type ABC Fire Extinguisher is required.
    - i. The maximum travel distance from fire hazard to fire extinguisher shall not exceed 10 meters.
  - B. For every additional 75sqm of Kitchen Area, an additional one (1) unit of Type K Fire Extinguisher is required.
    - i. The maximum travel distance from fire hazard to fire extinguisher shall not exceed 9.1 meters.
- D.8.9. Fire extinguishers must be suitable for A, B, C, and K classes of fires with at least one (1) year warranty and must have passed the P.S.A. approval of the Department of Trade and Industry. The Lessor shall approve the type, brand, number, and capacity of fire extinguishers to be installed. These shall be made available for inspection by the Mall Operations Department.
- D.8.10. Smoke detectors, fire alarms, and alarm bells must also be installed within the leased premises. Defective safety devices such as smoke detectors shall be replaced at Tenant's account.
- D.8.11. The tenant partner's fire detection and alarm system (FDAS) shall be interconnected/interfaced with the mall's main FDAS for proper monitoring by mall security. Any cost for the interconnection/interfacing shall be for the Tenant's account.
- D.8.12. Emergency Lights Minimum of two (2) units of rechargeable lights meeting the specifications provided by the Mall Operations Department shall be made available inside the leased premises.
- D.8.13. Tenant partners are required to install the above-mentioned firefighting and emergency lighting inside their leased premises that is visibly located and accessible in case of emergency. This requirement is mainly for the regular leased area and will differ for bigger leased spaces.

#### Sprinkler System

- D.8.14. Sprinkler heads and pipes should be free from any form of obstruction. Improper utilization of the pipes, and/or hanging of merchandise or decorative materials is strictly prohibited. The height of stocks shall have at least a one (1) meter distance from the sprinkler heads.
- D.8.15. Any modification or adjustment such as relocation and adding sprinkler heads must require approval from Mall Operations Department. The system has a hydrostatic pressure and should, therefore, be handled with extra care.
- D.8.16. Any leaks found thereat and/or misalignment on the sprinkler head should be immediately reported to Mall Operations Department. Non-reporting or delay in reporting of the foregoing may result from malfunctioning of the



sprinkler in case of fire and/or premature water spray, which may cause damage to the leased premises and all the merchandise, items, and equipment found thereon.

#### D.9. Regulations on Fire Safety

- D.9.1. The required Safety Clearance from BFP must be attached before the approval of the Hot Works Permit, and a Fire extinguisher must be on-hand during said "hot" works.
- D.9.2. Painting or spray painting works and storing flammable materials are prohibited near "hot" works activities.
- D.9.3. There should be a minimum one-meter clearance between stored materials/merchandise and overhead lighting fixtures and must not block fire sprinklers and smoke detectors.
- D.9.4. There must be unhampered accessibility to electrical panels and breakers. Tenant partner shall not obstruct accessibility. A metal sheet must cover empty slots.
- D.9.5. Overloading of electrical circuits ('octopus/multiple' connection) is strictly prohibited.
- D.9.6. Tenant partner shall not store anything above the ceiling. The space above the ceiling must be kept free from any stocks, construction debris, packaging materials, and/or any combustible materials. Combustible materials are strictly prohibited from being stored inside the leased premises.
- D.9.7. Electrical equipment with defective or undersized wiring must not be used and immediately be replaced.
- D.9.8. Cooking is strictly prohibited within the leased premises of a non-food tenant.
- D.9.9. Use of lighted candles or similar items with open flames is not allowed.
- D.9.10. Smoking tobacco cigarettes and electronic cigarettes (vape) are prohibited in all leased premises, all common areas, fire exits, back alleys, and carpark areas. It may only be done at the Mall's designated smoking/vaping area.

#### E. ADMINISTRATIVE GUIDELINES FOR TENANTS AND THEIR EMPLOYEES

#### E.1. Mall Access

E.1.1. Tenant's employee shall be allowed to enter Mall premises as follows:

| Item    | Food Tenant                         |  |  |
|---------|-------------------------------------|--|--|
| Opening | three (3) hours before Mall opening |  |  |
| Closing | Until 12:00 midnight*               |  |  |

<sup>\*</sup>Employees staying beyond 12mn are required to secure a work permit duly approved by Mall Operations Department.

- E.1.2. The tenant's employee shall use only the entry/exit points designated by Mall Operations Department for the former's use.
- E.1.3. Loitering is strictly prohibited. Tenant's employees, delivery personnel, and contractor are not allowed to stay within mall premises before and after mall hours without the proper work permit.
- E.1.4. The tenant's employee will be refused access once the Mall is already closed, unless for emergency cases and with approval of the store owner and Mall Operations Department
- E.1.5. Tenant partners shall be responsible for orienting their employees on the provisions of the Malls' House Rules and Regulations.

#### **E.2.** Tenant Security Personnel

- E.2.1. Tenant partners must secure written approval before engaging the services of a security agency. The tenant partner must submit the required documents concerning hiring Security Guards within their leased premises.
  - Security Guard License
  - Fire Arm Permit
  - Security Guard Duty Detail Order (DDO)



- E.2.2. Lessor reserves the right to formulate supplementary rules and regulations as may be deemed necessary for the proper observance of the hired security agency to comply with the mall-wide security system.
- E.2.3. Tenant's in-house security guards must observe the rules and regulations set forth by the Mall security relative to proper uniform, grooming, and behavior towards mall customers.

#### **E.3.** Uniform of Shop/Exhibit Personnel

- E.3.1. To enhance the appearance of each mall store and develop a better image for the Mall, Tenant partner shall require their employees to wear proper uniforms (i.e., tailored-fit / color-blended) complete with identification tags, practice good personal hygiene, as well as the use of safety personal protective equipment such as face mask, spit guard, gloves, apron and hairnet as needed. Sales personnel are prohibited from wearing slippers and sandals while attending to shoppers.
- E.3.2. Tenant partner shall employ only sales-oriented and well-trained personnel in dealing with customers. The Tenant must undertake sales and public relations training programs for their employees.

#### E.4. Tenant's Pass (Identification Card)

- E.4.1. All tenants and their employees are required to secure a Tenant Pass from the Mall Operations Department to be allowed access into the Mall. The tenant pass shall be renewed annually.
- E.4.2. The following requirements must be submitted before issuing Tenant Pass.
  - 1. Duly Filled-up Tenant Pass application form;
  - 2. Endorsement letter from HRD, Owner, or Store Manager
  - 3. NBI or Police Clearance (Photocopy/ Present Original)
  - 4. Latest Health Certificate (Photocopy / Present Original)
  - 5. Other permit/clearance as required by LGU (if applicable)
  - 6. Two (2) 1x1 colored picture White Background / Wearing decent attire with collar

- E.4.3. Prior to the release of the Tenant Pass, the employee must attend the Tenant Orientation scheduled by Mall Operations Department. Any errors found in the Tenant Pass should be reported to Mall Operations Department for correction.
- E.4.4. All personnel must wear their respective Robinsons Tenant Pass when entering and on duty inside the Mall. The "NO PASS, NO ENTRY" policy shall be strictly implemented at the designated entry points.
- E.4.5. The lending of a Tenant Pass to another person is not allowed (whether or not such person is employed in the mall). Tenant Pass will be confiscated, and offenders (both the lender and the borrower) shall be disallowed to work in the Mall. Tampering, altering, illegally reproducing or attempting to reproduce a Tenant Pass is considered a major offense.
- E.4.6. In case of lost Tenant Pass, an Affidavit of Loss will be required from the Tenant employee, with the endorsement from the Tenant or store owner prior to the issuance of a new Tenant Pass. The cost of replacement will be Php200.00.

#### E.5. Rules and Regulations Governing Tenant's Employees

- E.5.1. Tenant partners shall be responsible for orienting their employees on the provisions of the Malls' House Rules and Regulations.
- E.5.2. Tenant partner is highly discouraged from directly recruiting personnel or employees of other mall tenants.
- E.5.3. Tenant employees are discouraged from bringing their children while on duty for safety purposes. Tenant employees are not allowed to use the leased premises as a breastfeeding area, diaper-changing area, eating area, loitering, or lounging area for their family members and acquaintances. The Mall Operations Department and Mall security shall have the right to inquire about the presence, gathering, or assembly of individuals inside the leased premises if the former deems that said individuals are non-customers and require them to leave the leased premises.
- E.5.4. All Tenant employees shall use only the designated employees' comfort rooms and dishwashing areas. Tenant comfort rooms shall not be used as resting/ loitering places by Tenants employees.

<sup>\*</sup>Requirements 3-5 must be renewed annually and submitted to Mall Operations Department.



E.5.5. Washing of mops, rags, cleaning tools, utensils, wares, and containers shall only be done at the mop sink in the dishwashing area.

#### E.6. Prohibitions

- E.6.1. Tenant partners shall not use or permit any portion of the leased premises as sleeping or living quarters or as lodging rooms for their employees. Neither shall Tenant allow its employees to have intimate moments within the leased premises.
- E.6.2. Stores with piped-in music are advised to play the same at a regulated and moderate volume to avoid distractions to other stores. Stores in the recorded music and appliance business shall provide listening booths for sound testing or, in the absence of listening booths, must tone down the volume. The Mall Operations Department reserves the right to stop and regulate the volume of the store's music that interferes with the Mall's public address system and activities.
- E.6.3. Tenant partner shall not use or employ any audio-visual services such as but not limited to loudspeakers, mechanical or moving display devices, flashing lights, and similar devices, the effects of which may be seen or heard outside the leased premises.
- E.6.4. Entries, passageways or hallways, and corridors of the Mall shall not be used by the Tenant or its staff for any other purpose.
- E.6.5. Filming or taking of videos without the necessary written approval is strictly prohibited. If Tenant has such activities, the proper written request must be submitted to Mall Operations Department for the corresponding approval and payment of charges.
- E.6.6. Tenant partner shall not paint, drive nails, screws, or put any abutments on the walls or make alterations, improvements, or changes in any part of the leased premises, including electrical installation, plumbing, and other fixtures without the prior written approval from the Mall Operations Department.
- E.6.7. Gambling, in any form and/or manner, or games where sums of money are at stake, drinking alcoholic beverages, and taking prohibited drugs or substances is strictly prohibited within the Mall.
- E.6.8. Tenant partner shall not post any immoral, lewd, objectionable pictures and offensive inscriptions.
- E.6.9. Except in restaurants and similar food outlets, cooking of any kind and by any means is strictly prohibited within the leased premises.
- E.6.10. Tenant partner shall not use or store in the leased premises flammable, explosive, combustible, and other similar materials or use any gas-fueled appliances (except those allowed for food outlets), or perform any act that may expose the leased premises to fire or increase the chances/risks of fire.
- E.6.11. Use of any kind of home appliances (e.g., electric kettle, electric stove) not integral to tenant's main line of business is not allowed.
- E.6.12. Tenant partner is prohibited from tapping into common area utilities (e.g., electricity, water).

#### F. FOOD SERVICES OPERATIONS

## F.1. Food Outlet Operations

- F.1.1. Food tenants must adhere to the specified rules and regulations governing food outlets.
- F.1.2. A Food tenant shall abide by the approved menu list as specified in the Lease Contract. Any addition to the list must be submitted in writing and shall be subject to the approval of the Lease Department. Only upon approval may the changes/additions be allowed by Mall Operations Department to be sold in the Tenant's leased premises.
- F.1.3. Tenant partners must ensure food offerings use fresh quality ingredients and observe the requirements for hygienic food handling, preparation, storage, and other practices for safe food preparation in compliance with national and local government standards.



- F.1.4. Food tenants shall be solely liable for instances of food poisoning resulting from the consumption of food items prepared and sold at their restaurant, food kiosk, or store. Tenant shall ensure that customers who experience the aforementioned symptoms are adequately taken care of and given medical attention.
- F.1.5. Food tenants must ensure food products are ready and available for selling from mall opening until mall closing. Non-compliance shall be considered early closing, and a corresponding penalty shall be imposed.
- F.1.6. Food tenants shall require their employees to wear kitchen safety personal protective equipment such as face masks, spit guards, gloves, apron, hairnet, and closed shoes. Food tenant employees must wear their Tenant Pass and Health ID at all times and practice good personal hygiene such as:

-No facial hair -Proper haircut

-Trimmed nails -No wearing of nail polish

#### F.2. Common Utensils

- F.2.1. Spoons, forks, glasses, trays, silver caddies, and drinking stations shall be provided in the Food Court.
- F.2.2. All common utensils (spoons, forks, glasses, trays, etc.) must not be brought out from the food court. Spot checking shall be conducted at the leased premises to check compliance. Penalties for non-compliance shall be imposed.
- F.2.3. Lessor shall not be responsible for any loss or damage to food partners' wares within the food court area.

#### F.3. Common Supplies

- F.3.1. The Mall Operations Department shall have the right to determine the brand of softdrinks, iced tea, orange juice, bottled water, and other beverages to be sold to customers and the selling prices thereof. Selling of brands other than the prescribed products shall require the approval of the Mall Operations Department.
- F.3.2. Similarly, the Mall Operations Department will determine the exclusive supplier of ice, LPG, and selected beverages for all outlets. Billing and collection for LPG and ice will be handled directly by accredited suppliers.
- F.3.3. Requisitions of beverages from the Mall Operations Department shall be done depending on the mall schedule. Food tenant must anticipate their requirements and place their orders accordingly to avoid stockouts, especially during weekends. The Food Services Department shall process the billing charges to the Tenant's Statement of Account (SOA).
- F.3.4. Ordering and delivery of ice shall depend on the agreed schedule between the Mall Operations Department and supplier. Tenants are encouraged to have ice chests or bins for storage purposes.
- F.3.5. Tenant partners should report to the Mall Operations Department any problems that may arise in beverage, ice, and LPG supply, such as delays in delivery or interrupted supply.
- F.3.6. The use of Ice makers by the Tenant is allowed provided it is with prior approval from the Mall Operations Department. In the event of a machine breakdown, the Tenant must purchase their ice requirement from the authorized mall supplier.

#### G. PROMULGATION AND OBSERVANCE OF RULES AND REGULATIONS

The herein set of Guidelines shall immediately take effect upon Tenant's occupancy of the leased premises. Lessor reserves the sole and exclusive right to promulgate rules and regulations and/or to revise, amend, alter, and revoke the same whenever the situation so demands, to protect and promote the Mall's commercial interests, its Tenants, and customers. Tenants, their agents, and employees shall observe all present and future rules and regulations that the Lessor may promulgate from time to time. It is therefore expected of all Tenants to abide with the hereinabove adopted Guidelines, and nothing shall be construed or interpreted in these Guidelines as prejudicial or detrimental to the interest of the lessor. This House Rules and Regulations shall be complied by Tenant together with the Contract of Lease and the General Terms and Conditions that have been mutually understood and entered into by Lessor and Tenant.



#### H. SUMMARY OF VIOLATIONS AND PENALTIES

Penalties shall be imposed for non-compliance by Tenants, their employees, or third (3<sup>rd</sup>) party agencies with these House Rules & Regulations. The said penalty shall be included in Tenant's monthly billing statement. Repeated non-compliance with these promulgated House Rules and Regulations will be duly noted on Tenant's records and may constitute grounds for non-renewal of the lease contract. Penalties are subject to VAT.

#### **H.1.** General Operations Penalties

| Violation   | 1 <sup>st</sup> Offense | 2 <sup>nd</sup> Offense | e 3 <sup>rd</sup> Offense     | 4 <sup>th</sup> Offense   | 5 <sup>th</sup> or More  |
|---|-------------------------|-------------------------|-------------------------------|---------------------------|--|
| Late Opening<br>(In-line / Regular Space)   | Php10.00/sqm/hr.        |                         |                               |                           |  |
| Early Closing<br>(In-line / Regular Space)  | Php10.00/sqm/hr.        |                         |                               |                           |  |
| Non-Operation<br>(In-line / Regular Space)  |                         |                         | Php20.00/sqm/                 | hr.                       |  |
| Late Opening (Kiosks / Exhibits)  |                         |                         | Php300/hr.                    |                           |  |
| Early Closing (Kiosks / Exhibits)   |                         |                         | Php300/hr.                    |                           |  |
| Non-Operation (Kiosks / Exhibits)   |                         |                         | Php300/hr.                    |                           |  |
| Failure to submit copy/ies of the necessary government permit   |                         |                         | Php1,000.00/day/ <sub>l</sub> | permit                    |  |
| Selling products/inventory, not within their approved merchandise mix   |                         |                         |                               |                           | Gross violation of the Lease Contract  |
| Selling pirated, fake, and untaxed imported goods   | Php1,000.00             | Php1,500.00             |                               | Additional<br>Php1,000.00 | and shall give basis<br>for Lessor to pre-<br>terminate the Lease<br>Contract and to<br>forfeit Tenant's<br>Security Deposit to<br>be effective within<br>five (5) days from<br>receipt of notice.                       |
| Display their merchandise and other installation outside of the leased premises without prior approval                    |                         |                         | Php2,000.00                   |                           |  |
| Encroachment in common area. (e.g., sleeping, unauthorized use of common area)  |                         |                         |                               |                           |  |
| Storage fee for confiscated items   | Php500/day              |                         |                               |                           |  |
| Use of pushcarts (flatbed/hand-pushed cart trolley) in escalators and customer elevators                                  |                         |                         |                               |                           | Gross violation of   |
| Overloading of delivery carts   |                         |                         |                               |                           | the Lease Contract<br>and shall give basis<br>for Lessor to pre-<br>terminate the Lease<br>Contract and to<br>forfeit Tenant's<br>Security Deposit to<br>be effective within<br>five (5) days from<br>receipt of notice. |
| Failure to abide by the rules and regulations related to the delivery of merchandise, machinery, furniture, and equipment | Php1,000.00             | Php1,500.00             | Php2,000.00                   | Additional<br>Php1,000.00 |  |
| No approved Work Permit   |                         |                         |                               |                           |  |
| Painting and spray-painting work during mall hours  |                         |                         |                               |                           |  |



| Loitering of construction workers during construction and/or renovation of Tenant's leased premises                   |  |  |
|---|--|--|
| Non-compliance to the rules and regulations relative to the General Operations and Store Operations not listed herein |  |  |

| Violation   | 1st Offense                        | 2nd Offe | nse | 3rd Offense                              | 4th C | ffense             | 5th or More  |
|---|------------------------------------|----------|-----|--|-------|--------------------|--|
| Littering in common areas and service hallways (empty delivery boxes, packaging, equipment)   |                                    |          |     |  |       |                    |  |
| Improper garbage disposal, such as bringing out garbage outside the defined schedule  |                                    |          |     |  |       |                    | Gross violation of<br>the Lease Contract<br>and shall give basis                       |
| Throwing garbage in trash bins provided by the Lessor in the common areas intended for customers  | Php1,000.00                        | Php1,500 | .00 | Php2,000.00                              |       | itional<br>.000.00 | for Lessor to pre-<br>terminate the Lease<br>Contract and to<br>forfeit Tenant's       |
| Use of loudspeakers, mechanical or moving display devices, flashing lights, and similar devices, the effects that can be seen or heard outside the leased premises  |                                    |          |     |  |       |                    | Security Deposit to<br>be effective within<br>five (5) days from<br>receipt of notice. |
| Non-compliance to the rules and regulations relative to Housekeeping, Upkeep, and Repairs & Maintenance not listed herein   |                                    |          |     |  |       |                    |  |
| Disposal of USED OIL in drain pipes.  |                                    |          |     |  |       |                    |  |
| Improper disposal of hazardous wastes (e.g., used oil, grease trap refuse) in drain pipes   | Php2,000.<br>Applicable            |          | Ph  | o5,000.00 + Applic<br>Fine               | able  | Php10              | 0,000.00 + Applicable<br>Fine  |
| Failure to properly use, install, and clean<br>Grease Traps and collect all accumulated<br>grease and similar refuse in double trash<br>bags and separated from other wet or dry<br>trash bags (considered hazardous waste) | Аррисавіе                          | rille    |     | rille                                    |       |                    | rille  |
| Penalties shall be charged for every piece of service wares found in Tenant's leased premises and among their belongings  | Php200.00 fine<br>(1) piece of ite |          |     | 500.00 fine per or<br>piece of item foun |       |                    | 00.00 fine per one (1)<br>ece of item found  |



# H.3. Fire Safety Penalties

| Violation   | 1st Offense | 2nd Offense | 3rd Offense  | 4th Offense               | 5th or More  |
|---|-------------|-------------|--------------|---------------------------|--|
| Failure to clean daily all exhaust hoods, baffle filters, and cooking equipment  No baffle filters when cooking / No spark arrester  Use of electrical appliances motored   |             |             |              |                           |  |
| equipment, gas stoves, or ranges without prior approval   |             |             |              |                           |  |
| Use of damaged or defective equipment   |             |             |              |                           |  |
| No approved Hot Works Permit  |             |             |              |                           |  |
| Non-compliance to the required one (1) meter minimum clearance between merchandise and any light source (bulbs, lamps, and similar fixtures)  |             |             |              |                           |  |
| Failure to switch off electrical appliances, motored equipment, gas stoves or ranges (for Food Tenants), and lights (including signages) when not in use, during blackouts, or electrical fluctuations/failures/interruptions, and at the close of business hours |             |             |              |                           | Gross violation of<br>the Lease Contract<br>and shall give basis<br>for Lessor to pre- |
| Electrical wirings, extension cables, and installation wires are not secured and correctly installed and are not compliant with Mall safety regulations and standards   | Php5,000.00 | Php7,000.00 | Php10,000.00 | Additional<br>Php5,000.00 | terminate the Lease<br>Contract and to<br>forfeit Tenant's<br>Security Deposit to      |
| Failure to unplug cellphone chargers and electronic adaptors before leaving the leased premises.  |             |             |              |                           | be effective within five (5) days from receipt of notice.                              |
| Use of Candles and torches, open flames   |             |             |              |                           |  |
| Overloading of electrical circuits ('octopus/multiple' connection)  |             |             |              |                           |  |
| Smoking cigarettes and electronic cigarettes (vape) in all common areas, fire exits, back alleys, and carpark areas.  |             |             |              |                           |  |
| Cooking of any kind and by any means within the leased premises for non-food tenants  |             |             |              |                           |  |
| Use of any kind of home appliances (e.g., electric kettle, electric stove) not integral to Tenants' main line of business   |             |             |              |                           |  |
| Storing of combustible materials  |             |             |              |                           |  |
| Obstructed sprinkler heads and pipes. With hanging merchandise and/or decorative materials.   |             |             |              |                           |  |



| Painting or spray painting works and storing flammable materials near any "hot" works activity. |                        |             |                     |                           | Gross violation of<br>the Lease Contract<br>and shall give basis<br>for Lessor to pre- |
|---|------------------------|-------------|---------------------|---------------------------|--|
| Store signs left switched on after mall hours   | Php5,000.00            | Php7,000.00 | Php10,000.00        | Additional<br>Php5,000.00 | terminate the Lease<br>Contract and to<br>forfeit Tenant's                             |
| Non-compliance to the rules and regulations relative to Fire Safety not listed herein           |                        |             |                     |                           | Security Deposit to<br>be effective within<br>five (5) days from<br>receipt of notice. |
| Lack of pilot lights/ switched off pilot lights after mall hours                                | Php600.00 per incident |             |                     |                           |  |
| Failure to attend Fire Safety Seminar   |                        |             | Php500.00 per p     | erson                     |  |
| Non-compliance on the required fire extinguishers; shortage, or expired fire extinguishers      |                        |             | Php1,000.00 pe      | r day                     |  |
| Accidental Fire   |                        | Php5        | 50,000.00 plus inci | dental costs              |  |

## H.4. Advertising and Promotion Penalties

| Violation   | 1st Offense   | 2nd       | Offense  | 3rd Of             | ense          | 4th Offense   | !              | 5th or More  |
|---|---|-----------|--|--------------------|---------------|---|----------------|--|
| Use of promotional posters, signages, and other materials without proper approval   |   |           |  |                    |               |   |                |  |
| Display of unauthorized signs, posters,<br>banners, and streamers, and the distribution<br>of leaflets in the mall or outside of leased<br>premises |   |           |  |                    |               |   | _              | oss violation of   |
| Use of logo/names of competing malls in promotional materials   |   |           |  |                    |               |   | and<br>fo      | Lease Contract<br>I shall give basis<br>r Lessor to pre-<br>ninate the Lease |
| Failure to keep display windows clean, attractive, well lighted, and thematically updated.  | Php1,000.00   | Php:      | 1,500.00                                       | Php2,0             | 00.00         | Additional<br>Php1,000.00   | C<br>fo<br>Sec | ontract and to<br>orfeit Tenant's<br>curity Deposit to<br>effective within   |
| Setting up a booth or a third (3rd) party within or outside of its leased premises without prior approval.  |   |           |  |                    |               |   | fiv            | e (5) days from ceipt of notice.   |
| Conduct promotional activities without prior approval   |   |           |  |                    |               |   |                |  |
| Non-compliance to the rules and regulations relative to Advertising and Promotions not listed herein  |   |           |  |                    |               |   |                |  |
| Penalty for illegal distribution of scratch-pad, flyers, and the likes in the common areas, without the written approval of the Lessor              | Php1,000.00 p<br>violation, pe<br>person, charges<br>to the Tenan | r<br>able | Php2,000<br>violatio<br>person, ch<br>to the T | n, per<br>argeable | per per Tenan | .000.00 per violat<br>erson, chargeable<br>t, and the immed<br>klisting of violator | to<br>iate     | Additional<br>Php1,000.00  |



**H.5.** Tenant Employees Penalties

| Violation  | 1st Offense                    | 2nd Offense      | 3rd Offense        | 4th Offense               | 5th or More  |
|--|--------------------------------|------------------|--------------------|---------------------------|--|
| Failure to wear uniforms, complete with identification tags, practice good personal hygiene and use safety personal protective equipment such as face mask, spit guard, gloves, apron, and hairnet as needed. Wearing slippers and sandals while attending to shoppers.  Using the leased premises as sleeping or living quarters or lodging rooms for their employees.  Gambling, in any form and/or manner, or games where sums of money are at stake, drinking alcoholic beverages, and taking prohibited drugs or substances within the leased premises. | Php1,000.00                    | Php1,500.00      | Php2,000.00        | Additional<br>Php1,000.00 | Gross violation of<br>the Lease Contract<br>and shall give basis<br>for Lessor to pre-<br>terminate the Lease<br>Contract and to<br>forfeit Tenant's<br>Security Deposit to<br>be effective within |
| Quarrelling, disturbance, commotion, argument or conflict, and display of improper behavior inside the Mall and leased premises  |                                |                  |                    |                           | five (5) days from receipt of notice.  |
| Loitering of Tenant employees in the Mall's service areas (i.e., back alleys, fire exits, and other off-limit areas)   |                                |                  |                    |                           |  |
| Posting of any immoral, lewd, objectionable picture and offensive inscriptions.  |                                |                  |                    |                           | Gross violation of   |
| Use of Tenant comfort rooms as resting/<br>loitering places by Tenant's employees.   |                                |                  |                    |                           | the Lease Contract<br>and shall give basis<br>for Lessor to pre-   |
| Washing of mops, rags, cleaning tools aside from the designated mop sink at the dishwashing area.  | Php1,000.00                    | Php1,500.00      | Php2,000.00        | Additional<br>Php1,000.00 | terminate the Lease Contract and to forfeit Tenant's Security Deposit to   |
| Washing utensils, wares, and containers aside from the designated dishwashing area.  |                                |                  |                    |                           | be effective within<br>five (5) days from<br>receipt of notice.  |
| Non-compliance to the rules and regulations relative to Tenant Employees not listed herein   |                                |                  |                    |                           |  |
| Wilful or malicious damages to the mall facilities and common areas resulting from horseplay and negligence  | 1) Banning of inv              | rolved employees | 2) penalty of Php5 | ,000.00 per incid         | ent 3) Costs of repairs  |
| Failure to comply with health and safety protocols mandated by the national and local government.  | Follow existing LGU Guidelines |                  |                    |                           |  |
| Tampering, altering, illegally reproducing or attempting to reproduce a Tenant Pass  |                                |                  | Php5,000.00        |                           |  |
| Lending of Tenant Pass to another person   |                                |                  | Php1,000.00        |                           |  |
| Failure to wear Tenant Pass while on duty  |                                | Wr               | itten warning / Ph | 0100.00                   |  |



#### I. ANNEX

#### I.1. ANNEX 1 – POS Related Fees And Penalties

| Source: F   | FEES CHARGEABLE TO TENANTS (ALL FEES RLC-CCD – Tenant Sales Reporting and PC-POS Police   |                  | •  |
|---|---|------------------|--|
| FEES  | DESCRIPTION   | DEPT IN CHARGE   | AMOUNT   |
| Network Connection Fee  | One-time cabling / connection fee   | RLC ITD          | Php5,000 per tenant per store  |
| Use of in-house Tenant<br>System or System by Third<br>Party Vendor | PC-POS System accreditation   | RLC ITD          | Php5,000 per tenant  |
| Unauthorized Connection Fee   | Unauthorized connection to the mall network per device caught   | RLC ITD          | Php10,000 per device   |
| Non-Declaration of POS  | Use of undeclared and unconnected POS   | RLC ITD          | Php50,000 per POS  |
| Virus Fee   | Penalty for any virus detected in Tenant's PC-POS, PC, or Sever shall vary depending on the frequency of the offense.   | RLC ITD          | Php5,000 – 1st offense Php10,000 – 2nd offense Php15,000 – 3rd offense Pre-Termination – 4th offense   |
| Not Sending Fee   | Not sending sales through the mall network  | Mall Operations  | Php1,000 per PC-POS per day  |
| No POS Fee  | Penalty for operating without POS   | Mall Operations  | Php1,000 per day   |
| Non Submission Fee  | Non-submission of hard copy of daily sales when operating without a POS   | RARA Sales Audit | Php1,000 per day   |
| Downtime Fee  | Penalty for downtime under the following: a. No Reading b. Sales reading without information c. Using non-RLC specified formats d. Text file with wrong sales details | RARA Sales Audit | Php1,000 per day per POS/ per occurrence   |
| Non-Accredited POS Fee  | Use of non-accredited PC-POS  | RARA Sales Audit | Php1,000 per PC-POS per day  |
| Non Punching Fee  | For every transaction, non-punched and unreported under Monthly Certified Sales.  | RARA Sales Audit | Php1,000 per transaction; possible pre-termination   |
| Additional Percentage Rent  | On any amount discovered as under-reported sales during an audit  | RARA Sales Audit | % Rent rate of audited tenant excluding MGR provisions   |
| Surcharge   | On any amount discovered as under-reported sales during an audit  | RARA Sales Audit | Php1,000 per month or 20% or<br>additional percentage rent,<br>whichever is higher   |
| Non-presentation Penalty  | For failure to present required sales records during an official audit  | RARA Sales Audit | Computed based on: a. highest available tenant sale transaction recorded; b. sales recorded during sales monitoring; c. other equitable methods available or use |

Note: Failure to pay penalties, fees, and additional percentage rent charged due to POS deficiencies and audit findings shall constitute default and fall under the terms of RLC's General Terms and Conditions – Section 30.



# I.2. ANNEX 2 – Forms: Work Permit, Hot Works Permit, Gate Pass, & Tenant Pass Application Form

| HOBINSONS<br>MALLS   |                                   | WO                                      | RK PER                         | KMI [  |  |
|--|-----------------------------------|---|--------------------------------|--|--|
| ROBINSONS  |                                   |   |                                | WP No  |  |
| Tenant / Store   | Name                              |   |                                | Date Filed :   | -  |
| Emergency Contact N  |                                   |   |                                | Name of Contractor :                                       |  |
| Authorized Represe   |                                   |   |                                | Contact Number :   |  |
| L  | ocation :                         |   |                                |  |  |
| cope of Work:  | Da                                | te Covered:                             | to                             | Time Period:   | to   |
| Repairs & Ma   | intenance                         | Construc                                | tion/Renovation                | Ingress/Bring in   | Others   |
| Signage  | repair                            |   | nting                          |  | Store Meeting  |
| Plumbin  |                                   |   | ng/Masonry                     | Egress/Pull out  | Inventory  |
|  | ment of fixtures                  |   | inkler Draining                |  | Cleaning   |
| New Ins  |                                   |   | pentry<br>ctrical              |  |  |
| Aircon   | 1                                 |   | ctrical                        |  |  |
|  |                                   |   |                                |  |  |
|  |                                   |   |                                |  |  |
|  |                                   |   |                                |  |  |
|  |                                   |   |                                | afety Clearance from the Bureau of Fire                    |  |
| LIST   | OF PERSON                         | VEL                                     | LIST C                         | OF TOOLS/EQUIPMENT/ MAT                                    | TERIALS QTY  |
|  |                                   |   | 2)                             |  |  |
| 2)   |                                   |   | 1000                           |  |  |
| )  |                                   |   | 3)                             |  |  |
| )  |                                   |   | 4)                             |  |  |
| )  |                                   |   | 5)                             |  |  |
| i)   |                                   |   | 6)                             |  |  |
| )  |                                   |   | 7)                             |  |  |
| 3)   |                                   |   | 8)                             |  |  |
| 9)   |                                   |   | 9)                             |  |  |
| 0)   |                                   |   | 10)                            |  |  |
| te: Names above shloud by  |                                   |   | work within the dea            | ignated area. RLC reserves the right to                    |  |
| ncel, and to put on hold the<br>trimental to the interest of   |                                   | f this permit if tenant                 | t/contractor violates          | fails to comply with the rules and reg-                    | ulations, or if the activity is  |
|  |                                   | sup road and fully u                    | ndorstand that all us          | orks to be done within the duration of 1                   | his narmit shall comply with the   |
|  |                                   |   |                                | unt of all applicable charges (including                   |  |
| luded in our monthly billing   | g statement .                     |   |                                |  |  |
|  | Mal Deal                          | ner /Tenant Authoriz                    | nd Description                 |  |  |
|  |                                   | e over Printed Nam                      |                                |  | thorized Representative<br>Printed Name / Position / Date)   |
|  | (ognan                            |   | Mall Operation:                |  | Interest ( Constitution Constit |
|  |                                   |   |                                |  |  |
| 4.01   |                                   | _ Total No. of H                        | ours:                          | Amount to be   | billed: Php  |
| ecurity Charges:   |                                   |   |                                | Tanana at the  | Received by:   |
|  |                                   |   |                                |  |  |
|  | i.                                |   |                                | _Approved by:  | Tasking by   |
| ecommending Approva  |                                   | Leasing                                 | Marcomm                        |  |  |
|  | CPPD-Ops                          | Leasing<br>Signature over I             | Marcomm<br>Printed Name / Date | Mail Operations Manager Signature over Printed Name / Date | Security Officer on Duty   |
| Engineering Signature over Printed on Permit Required Sprotones  | CPPD-Ops<br>Name / Date           | Signature over I                        | Printed Name / Date            | Mall Operations Manager                                    | Security Officer on Duty   |
| Engineering Signature over Printed on Permit Required Spottures: Category Interno. Says heavily Several Management             | CPPD-Ops Name / Date              |   | Printed Name / Date            | Mall Operations Manager                                    | Security Officer on Duty   |
| Engineering  Engineering  Signature over Printed for Permit Resulted Sprotovics Gittigory as solved Same Investory General In- | CPPD-Ops Name / Date  Engineering | Signature over A                        | Printed Name / Date            | Mall Operations Manager                                    | Security Officer on Duty   |
| Signature over Printed<br>lork Fermit Required Signaturies:  | CPPD-Ops Name / Date  Engineering | Signature over F<br>CP40-Ops Leasing Mo | Printed Name / Date            | Mall Operations Manager                                    |  |

| 0                             |   |  | HWPMar2022  |  |  |  |
|-------------------------------|---|--|---|--|--|--|
| ROBINSONS                     | HOT WO  | RKS PERMIT                                     |   |  |  |  |
| DODINGONG                     | 1101 110  |  | P No.   |  |  |  |
| ROBINSONS                     |   | HWI  | No  |  |  |  |
| Tenant / Store Name           |   | Date Filed                                     | I:  |  |  |  |
| Emergency Contact Number      | :   | Name of Contractor ;                           |   |  |  |  |
| Authorized Representative     |   | Contact Number                                 | r:  |  |  |  |
| Work Description (specify)    | :   |  |   |  |  |  |
|                               |   |  |   |  |  |  |
| ype of Hot Work:              |   | Date Covered:                                  |   |  |  |  |
|                               |   |  |   |  |  |  |
| Electric Welding              | Grinding  | Oxy-fuel Gas Welding/Cut                       | ting  |  |  |  |
| Others (pls.specify           | 4-  | Location of Work:                              |   |  |  |  |
|                               |   | cate of cylinder tank for Oxy-fu               | el Gas Welding/Cutting  |  |  |  |
| & Fire Safety Cleara          |   | valo or cymnaer tame for oxy ta                | er das treiding detaing   |  |  |  |
| Time Hotwork Started:         |   | Time Hotwork Ended:                            |   |  |  |  |
|                               |   |  |   |  |  |  |
| fety Checklist: Note: To be a | udited / checked by Mall Oper   | ations Department.                             |   |  |  |  |
|                               |   |  |   |  |  |  |
|                               | cylinder tank(s) for Oxy-fuel Gas Weld                                      |  |   |  |  |  |
| Fire Safety Clerance from     |   | FSC Validity:                                  |   |  |  |  |
|                               | ltipurpose ABC Dry Chemical fire ext<br>ower & ground cables are in good co |  |   |  |  |  |
|                               |   | nasion<br>vered with metal sheet or non-combus | Ohlo assess (o.e. saint soint thinnes)  |  |  |  |
|                               | nainting related materials onsite while                                     |  | able cover: (e.g. paint, paint elimier)   |  |  |  |
| Cylinder Tank cart with a     |   | not works is orrgorig                          |   |  |  |  |
| Valve cap for cylinder tan    |   |  |   |  |  |  |
| Smoke/heat detector are       |   |  |   |  |  |  |
|                               | ntilation and exhaust provided  |  |   |  |  |  |
|                               | pected. Drains, pits and depression a                                       | un proposite analysis                          |   |  |  |  |
|                               | equipment must be tapped to the ma  |  |   |  |  |  |
| Safe electrical wire conne    |   | all electrical pariel total u.                 |   |  |  |  |
|                               | ns for arc welders that have to work o                                      | - dome   |   |  |  |  |
| Qualified & well-trained v    |   | iii dairip area                                |   |  |  |  |
|                               | roved PPEs are in-good condition ar   | of soul maintained                             |   |  |  |  |
|                               |   | by procedures (e.g. sounding the alarn         | fro suppression, etc.)  |  |  |  |
|                               |   | esent 30 mins. before and aft                  |   |  |  |  |
|                               | nduct post checking in the adjoining a                                      |  | er not worky  |  |  |  |
|                               | Name/Desig  |  | Confirmed:  |  |  |  |
| Inspection Time-end:          |   | nature:  | Tenant/Contractor   |  |  |  |
|                               | idelines of the mall and agree to pay                                       |  | duration of this permit shall comply with<br>is (including personnel augmentation) to |  |  |  |
| Mall Partner (Tone            | int Authorized Representative   | Control  | for Authorized Representative   |  |  |  |
|                               | rinted Name / Position / Date)  |  | over Printed Name / Position / Date)  |  |  |  |
|                               | For Mall Op   | erations Use Only                              | ,   |  |  |  |
| ecurity Charges:              | Total No. of Hours:   |  | o be billed: Php  |  |  |  |
| andy Electrician Charges:     | Total No. of Hours.   | Amount   | o de bileo. Pilp  |  |  |  |
| ecommending Approval:         |   | Approved by:                                   | Received by:  |  |  |  |
| Mall Engineer Dept.           | Corp. Property Planning Dept (CPPD  | Mall Operations Manager                        | Security Officer on Duty  |  |  |  |
|                               |   | Signature over Drinted Name / Date             | Security Officer on Duty Sinneture over Printed Name / Date                           |  |  |  |

| ROBINSONS<br>MALLS                 | WORK PERMIT: SAFETY REMINDERS   | VPMar   |
|------------------------------------|---|---------|
| SAFETY REN                         | INDERS  |         |
| Always wear T                      | ENANT'S PASS or CONTRACTOR'S PASS while in the mall premises.   |         |
|                                    | by the Robinsons Land Corporation's Tenant Construction Guidelines and House Rules and Regulations.   |         |
| <ol><li>Install the appr</li></ol> | opriate safety warning signs and safety devices.  |         |
| Provide a mini                     | mum of two (2) units of 10lbs. ABC type fire extinguishers on site at all times.  |         |
| 5. Use anti-spark                  | tools.  |         |
| 6. Do not block a                  | ccess to pull junction boxes.   |         |
| 7. Do not use ele                  | ctrical instrument conduits as mean of support or as extension of welding machine grounding electrodes.   |         |
| 8. Do not cut, use                 | or remove vital members of the building framework.  |         |
| 9. Do not bore th                  | ough floors or any part of the building structure that may affect the stability of the structure.   |         |
| 10. Cover motors                   | panels, starters, conduits and other similar items against liquids or welding sparks.   |         |
| 11. Shield area fr                 | om welding sparks, falling objects, dirt and etc.   |         |
| and is consid                      | ray painting works and storage of flammable materials are prohibited in the immediate vicinity of any "hot" wo<br>ered as a serious offense. Penalty of PHP 5,000.00 per incident shall be imposed.   | orks    |
|                                    | area clean and dispose of debris at least once a day.   |         |
|                                    | esentative must be present to oversee and monitor the work activities within the leased premises.   |         |
| not allowed).                      | tside work area during work hours; wear proper attire and safety gears (sando,shorts,slippers, sleeveless sl  | hirts a |
| , ,                                | to mall facilities or tenant facilities caused by negligence shall be charged to to tenant/contractor.  |         |
|                                    | bling, drinking of alcoholic beverages or ingesting of any prohibited drugs within the work area are strictly pro   |         |
| from seeping                       | XING BOARD made of G I sheet when mixing cement/concrete (for constructing/renovating tenants) to preve<br>to the tenant space below.<br>IRS: Please bring with you copies of plans as approved by the Corporate Property Planning Department (CP |         |
|                                    | No. Prease using mustyou copies or plans as approved by the Corporate Property Planning Department (CP  | ru)     |
| GUIDELINES                         |   |         |
|                                    | ust be applied for at least three (3) days within Monday to Friday following the prescribed time schedule by th   | ne mal  |
|                                    | valid for a maximum of seven (7) days only.   |         |
|                                    | it is required for "hot" works activities.  |         |
|                                    | required details on the Work Permit; Incomplete forms shall not be processed.   |         |
|                                    | the Work Permit will automatically render the permit void and corresponding penalties will be imposed.  |         |
|                                    | in of an approved Work Permit without prior notice to Mall Operations Department shall be charged according   | gly.    |
|                                    | ctor to sign on the "Conforme" at the bottom portion of Safety remiders. the WP guidelines, will automatically cancel the permit.   |         |
| o. Ariy violation to               | the VVP guidelines, will automatically cancel the permit.   |         |
| CONFOR                             | ME:   |         |
| Mall Padnar                        | Tenant Authorized Representative Contractor Authorized Representative   |         |
|                                    | ver Printed Name / Position / Date) (Signature over Printed Name / Position / Date)   |         |
| (ognasie o                         | Englighted April 1 History (April 1 Date)   |         |
| For more info                      | mation please contact:  |         |
| Mall Adm                           | inistration at Tel No.  |         |
| IVIAII AGIT                        | moutation at terms.   |         |

| ROBINSONS HOT WORKS PEI   | RMIT: SAFETY REMINDERS  |
|---|---|
| SAFETY REMINDERS  |   |
| Always wear TENANT'S PASS or CONTRACTOR'S PAS   | SS while in the mall premises.  |
| <ol><li>Always abide by the Robinsons Land Corporation's Tenar</li></ol>  | nt Construction Guidelines and House Rules and Regulations.   |
| <ol><li>Install the appropriate safety warning signs and safety dev</li></ol>   | rices.  |
| 4. Provide a minimum of two (2) units of 10lbs. ABC type fire   | a extinguishers on site at all times.   |
| <ol><li>Use anti-spark tools.</li></ol>   |   |
| <ol><li>Do not block access to pull junction boxes.</li></ol>   |   |
| <ol><li>Do not use electrical instrument conduits as mean of supp</li></ol>   | port or as extension of welding machine grounding electrodes.   |
| 8. Do not cut, use or remove vital members of the building fra  | amework.  |
| <ol><li>Do not bore through floors or any part of the building struct</li></ol>   | ture that may affect the stability of the structure.  |
| 10. Cover motors, panels, starters, conduits and other similar  | items against liquids or welding sparks.  |
| <ol> <li>Shield area from welding sparks, falling objects, dirt and</li> </ol>  |   |
| <ol> <li>Painting or spray painting works and storage of flammab<br/>and is considered as a serious offense. Penalty of PHP:</li> </ol> | le materials are prohibited in the immediate vicinity of any "hot" works<br>5,000.00 per incident shall be imposed. |
| <ol> <li>Keep the work area clean and dispose of debris at least</li> </ol>   |   |
| <ol> <li>Owner's representative must be present to oversee and</li> </ol>   |   |
| not allowed).   | proper attire and safety gears (sando,shorts,slippers, sleeveless shirts are  |
| <ol> <li>Any damages to mall facilities or tenant facilities caused</li> </ol>  |   |
|   | gesting of any prohibited drugs within the work area are strictly prohibited.                                       |
| <ol> <li>Please use MIXING BOARD made of G.I sheet when mix<br/>to prevent water from seeping to the tenant space below.</li> </ol>     |   |
| 19. For EXHIBITORS: Please bring with you copies of plans   | as approved by the Corporate Property Planning Department (CPPD)  |
| GUIDELINES  |   |
| 1. Hot Works Permit must be applied for at least three (3) da   | ys within Monday to Friday following the prescribed time schedule by the mall.                                      |
| 2. Hot Works Permit is valid on the date stated on the HWP f  | form.   |
| <ol><li>Hot Works Permit is NOT valid without the BFP Fire Safet</li></ol>  | ty Clearance  |
| <ol> <li>Duly fill out the required details on the Hot Works Permit; I</li> </ol>   |   |
|   | nder the permit void and corresponding penalties will be imposed.   |
|   | It prior notice to Mall Operations Department shall be charged accordingly.   |
| 7. Tenant /Contractor to sign on the "Conforme" at the botton   |   |
| <ol><li>Any violation to the HWP guidelines, will automatically can</li></ol>   | cel the permit.   |
| CONFORME:   |   |
|   |   |
| Mall Partner /Tenant Authorized Representative  | Contractor Authorized Representative  |
| (Signature over Printed Name / Position / Date)   | (Signature over Printed Name / Position / Date)   |
| , , , , , , , , , , , , , , , , , , ,   |   |
| For more information please contact:  |   |
| Mall Administration at Tel No   |   |
| Maii Administration at Tel No.  |   |



# Forms, continued

|   | TPNov2021  |
|---|--|
| TENANT PASS AF  | PPLICATION FORM  |
| ROBINSONS PL  | ACE  |
|   | TPAF No. :   |
| EMPLOYER DETAILS  |  |
| Tenant / Store Name :   | Date Filed :   |
| Location :  | Contact Number :   |
| PERSONAL PROFILE  | Pass No. :   |
| Surname : First n   | ame : MI:  |
| Birthdate :   | Sex <u>:</u>   |
| Applicants Circulum averagints described  | Character Character Character and Character Ch |
| Applicants Signature over printed name  | Store Owner / Manager Signature over printed name  |
| I. Processing and releasing schedule:   |  |
| Monday – Thursday, Saturday and Sunday<br>Friday and Holidays   | 10:00 am to 3:00 pm<br>No Processing of Mall I.D   |
| , ,   | No Processing of Mail 1.D  |
| II. Requirements:  Tick box of submitted requirement  |  |
| 1. Endorsement letter from HRD, Owner, or Store M   | anager   |
| 2. NBI or Police Clearance (Photocopy/ Present Original Control of the Contr | ·  |
| 3. Latest Health Certificate (Photocopy / Present Original Present Or | ,  |
| 4. Two (2) 1x1 colored picture – White Background /   | · '  |
| Note: Scanned or cropped photos is not allowed  | Would be a contract to the con |
| 5. Attendance to Partners Employee Orientation  |  |
| _ , ,   | P. 11.   |
| 6. Other permit/clearance as required by LGU (if appl   | licable)   |
| 7. Payment processing fee - Php   |  |
| Processed by:   | Approved by:   |
| Signature over printed name / Date  | Signature over printed name / Date   |
| ≫ cut h   | noro %   |
| TEMPORARY TE  |  |
| TEMI ORINI TE   | TPAF No. :   |
| This is to temporarily allow entry to Mr. / Ms  | of   |
|   | s being processed. Tenant Pass will be released on   |
| · · · · · · · · · · · · · · · · · · ·   | to 7:00pm at the Mall Operations Department Office.  |
| (valid until)   | ·  |
|   | Approved by:   |
|   | Mall Operations Manager  |

| ORINGENS MALE  | GATE PAS   | SS  | GPMar2021                |
|--|--|---|--------------------------|
| ROBINSONS  |  | GP No.  |                          |
| Tenant / Store Name : Emergency Contact Number : Authorized Representative :   |  | Date Filed : Name of Contractor : Contact Number :  |                          |
| cope of Work:  Ingress/Pull in Egress/ Pull Out  | Date of P  | ull in / Pull out :   |                          |
| LIST OF MATERIAL / TOOLS/ EQUIPMENT  |  | ITEM DESCRIPTION  | QTY / UOM                |
| Mote: Clearly indicate the quantity of ma<br>interpose:  The Pass is valid only on the date stated on the form.  Take pass in suit of pass with a contract to the contract to th | all Operations Department.<br>will be imposed.<br>signature of Engineering, CPPE<br>it & Collection. |   |                          |
| signing below, I hereby acknowledge that I have read and fully understand that the provisions of   | cited in this gate pass:   |   |                          |
| Mall Partner /Tenant<br>(Signature over Printed Name / Position / D.   |  | Contractor (Signature over Printed Name / Position / Date)  |                          |
| For Ma.  | II Operations Use Onl  | у   |                          |
| ecommending Approval:  |  | Approved by:  | Received / Inspected by: |
| Engineering CPPD-Ops MCD Leasing   | Credit & Collection  | Mall Operations Manager   | Security Officer on Duty |
| Signature over Printed Name / Date Signature over Printed Name  squired Signatories: •Delivery of items / Pull In /Pull out - Mail Operations Manager  | <ul> <li>Tenant with ongoin</li> </ul>   | Signature over Printed Name / Date<br>ig construction, renovation, and demolition - Er<br>essing tenant - Leasing, Credit and Collection, |                          |



#### I.3. ANNEX 3 – Carpark Rules And Regulations



### CARPARK RULES AND REGULATIONS

For the safety and security of customers and parked vehicles, all parking patrons entering the carpark premises agree to abide by the following Robinsons Malls parking rules and regulations.

- 1. Customers shall follow traffic rules and regulations within the carpark premises at all times.
- 2. Carpark Management reserves the right not to allow entry to any vehicle and/or person perceived to be a threat to the security of parked vehicles and parking users.
- 3. Customers shall recognize and allow Carpark Security to thoroughly inspect their vehicle prior to entering the carpark premises. Carpark Security has the right to open the vehicle's trunk and inspect its cargo to ensure that no illegal, dangerous, explosive or other similar items are brought inside carpark premises.
- 4. The maximum speed limit inside the parking area is 10 KPH.
- 5. Customers must park their vehicles properly facing the wall or tire guard and at the marked parking slot. Improperly parked vehicles that encroach on another parking slot shall be charged the following penalty fee:
  - a. Penalty for free parking malls Php100.00 (Fixed rate)
- b. Penalty for pay parking malls Twice the parking fee
- Switch off vehicle engine when parked. Ensure all doors and windows of your vehicles are secured before leaving your vehicle. Carpark Management will not be held liable for any loss.
- 7. Customers shall not leave any valuables inside their vehicle. Carpark Management shall not be liable for any loss of valuables, personal items, documents, car accessories, or articles left at the vehicle while parked at the carpark premises.
- 8. Customers are not allowed to stay inside their parked vehicles. Idling is strictly prohibited in the carpark premises. Drivers should stay at the designated driver's lounge / waiting area. Loitering and soliciting in the carpark premises is prohibited.
- Customers shall be liable for any and all injury to persons and/or damage to property that they have caused while inside the carpark premises.
- 10. Vehicles left in the carpark premises for more than twenty-four (24) hours shall be charged with overnight parking fee and/or reported to proper authorities for towing, impounding, and turn-over the expense of which shall be charged to the customer.
- 11. Illegal, immoral, indecent or illicit activities done inside the carpark premises by customers shall be reported to police authorities and shall subject the customer to criminal prosecution.
- 12. Carpark Management shall not be held liable for any damages or for any incident of theft or loss of vehicle, belongings left inside vehicles, and vehicle accessories, including but not limited to: spare tires, side mirrors, antennas, tire center caps, tire caps, car emblems and logos, exhaust pipe extensions, etc., as well as criminal acts committed by third parties and trespassers inside the carpark premises. This includes any and all dents, scratches, scrapes, or damages due to water or sewerage pipe leaks, and paint damage to any part or portion of the vehicle, including its accessories, while parked inside the carpark premises.
- 13. Carpark rates including overnight parking are subject to change without prior notice.
- 14. Carpark Management reserves the right to promulgate subsequent rules and regulations as may be necessary in the administration, management and operation of the carpark facilities including the closing of some areas to parking, designating reserved parking areas, setting of parking fees, parking configuration, and other actions.
- 15. Carpark Management has the right to report to law enforcement authorities any vehicle parked in the carpark premises on its suspicion that an illegal, prohibited or dangerous substance, merchandise or item is being stored in the vehicle.
- 16. Carpark Management shall not have any liability or responsibility in the event that a vehicle parked at the carpark premises is seized by a court sheriff by virtue of an order coming from a court of law, or is forced open by police authorities as part of their criminal investigation.

#### Applicable to carparks with parking ticket or card

- 17. Customers must always bring with them their parking ticket / card at all times and not leave it in their vehicle. Carpark Security shall not allow vehicles to exit the carpark premises without customer surrendering their parking ticket / card and paying the parking fee.
- 18. Customers who lose their parking ticket / card must pay the "Lost Ticket Charges" plus the corresponding full parking fee. Customers shall present the original Certificate of Registration and Official Receipt or Proof of Ownership or Possession and Valid ID, and fill up the Lost Ticket Information Sheet before they are allowed to exit the carpark premises for the safety and security of carpark users.