

ANNEX A
Casual Leasing Agreement (Night Market @ Dili Central)
General Terms & Conditions

1. Parties

Owner: Dili Development Company Lda located at Suite #103, Level 1, Timor Plaza, Dili Central, Bebonuk, Dili, Timor-Leste.

and

Lessee: is the party whose name appears on the Casual Leasing (Night Market) – Application Form (herein after referred to as the “Form”) where this **Annex A** is attached to.

2. Definitions

- (a) Agreement - means the General Terms & Conditions of this Casual Leasing Agreement, and includes all schedules and renewals attached to this contract or to the Form;
- (b) Booth means the temporary stall leased out to the Lessee;
- (c) Centre means Dili Central where the Night Market is situated;
- (d) Force Majeure - means an event unforeseen and unsolvable event beyond the control of the Parties, which prevents and overcomes a Party from complying with any of its obligations under this Agreement.
- (e) Lessee - means the person named on the Form where this Annex A is attached to;
- (f) Owner - means the person named on the Form where this Annex A is attached to;
- (g) Parties - means the Owner and the Lessee;
- (h) Rental Rate - means the amount specified in **Item 3** of the Schedule of the Form.

3. Payment

- (a) The Rental Rate referred in **Item 3** of the Schedule of the Form must be paid to the Owner 4 weeks prior to the start of the 1st Saturday of the month. All sums referred in the Form, which is part of this Agreement, must be paid according to the terms and conditions of that document.
- (b) Payment shall be made punctually without any variation or deduction whatsoever.
- (c) All payments must be made by way of cheque deposit of bank transfer to the bank account provided by the Owner or by cash or cheque at the cashier's office.
- (d) Payment is considered made when the fund has reached the Owner's nominated bank account or the cheque has been cleared, and that an Official Receipt is provided by the Owner's Account department.

4. Displays

4.1 Food Displays

- (a) The Lessee and its employees must be properly attired and must keep the display in place.
- (b) The Lessee and its employees must be hygienically attired and keep their products in perfect hygienic conditions.
- (c) All food wastes must be placed in sealed hygienic containers, and disposed of appropriately in accordance to the applicable Rules and operation guidelines established by the Owner.
- (d) The public must be protected from hot appliances by shielding at a safe distance.
- (e) The Lessee shall leave the premises in a clean and tidy condition.
- (f) The Lessee shall be responsible for the safety of the public.

4.2 Retail Displays

- (a) The Lessee and its employees must be properly attired and must keep the displayed items in place.
- (b) The Lessee shall be responsible for the safety of the items.
- (c) All items must be displayed properly, and such display is not to cause disturbance to the public.
- (d) The Lessee and its employees must ensure that all items will not cause any harm to the public.

4.3 Entertainment Display

- (a) The entertainment includes any activity considered to provide entertainment, amusement or recreation.
- (b) The Lessee shall respect the sound policy of the centre and all rules and regulation.

- (c) Animals are not allowed in any entertainment exhibition, except with prior authorization of the Owner.
- (d) The Lessee shall be responsible for the safety of the public.
- (e) If it is necessary, the Lessee shall be responsible to arrange security during the exhibition.

4.4 Exhibition

- (a) The Lessee shall not bring any item(s) into the exhibition which will damage the premises, property or equipment of the Owner.
- (b) The Lessee shall give to the Owner a full list of the items to be exhibited.
- (c) The Lessee may use devices for mechanical reproduction of sound or music, but must receive advance approval from the Owner.
- (d) All items must be in place and ready in time for when the Night Market starts as outlined in Item 2 of the Form.
- (e) The Lessee is not allowed to dismantle or pack any part of its expositions displays until the operational hour of the Night Market has ended as outlined in Item 2 of the Form.

5. Use

- (a) The Lessee shall only use the Premises for the purpose outlined in **Item 7** of the Schedule of the Form and for no other purpose whatsoever.
- (b) The Lessee must obtain all necessary consents and approvals required and comply with all laws governing the use of the Premises.

6. The Approved Display

- (a) The display must be previously approved by Owner.
- (b) The Lessee must obtain from the Owner the necessary consent to install the display according to the approved permitted use.
- (c) The Owner shall inform the location and the time of the assembly. The Lessee shall not begin any work without a prior consent of the Owner.
- (d) The Lessee must comply with the approved design, otherwise the Owner may remove the display at any time.
- (e) The Lessee's approved display must not in any way obstruct the free movement of customers in the common areas of the Night Market, or exceed the boundaries set for the Booth.
- (f) The approved display is a temporary nature only and the Lessee must not affix items to any part of the Night Market area that can cause damage. The Lessee must ensure that all approved displays are safe and stable.
- (g) The Lessee must not allow any part of the display mark or damage any part of the Night Market area.
- (h) The Owner reserves the right to remove the display at any time and whenever necessary and the Lessee shall have no right to any compensation.
- (i) The Owner has the right to relocate freely and without cost at any time the display to another area.
- (j) Prior to Expiry or termination date, the Lessee must:
 - (i) Remove the approved display and all fittings, equipment or other articles from the premises;
 - (ii) Reinststate the premises to its condition prior to the due date;
 - (iii) Make good any damage caused by it to the premises;
 - (iv) Remove all rubbish and leave the premises in a clean state and condition.

7. Lessee's Conduct

- (a) The Lessee must ensure that the Booth is manned at all times that the Night Market is open for trade.
- (b) The Lessee must conduct itself in a professional manner and must not cause a nuisance or disturbance to the Owner or to the other tenants in the Night Market area.
- (c) The promotional announcements must be done in accordance with the centre rules.
- (d) The Lessee must observe the centre sound policy of maximum of 75 DB.
- (e) The Owner reserve the right to request the Lessee to reduce the sound level, in case of exceeds the maximum of 75 DB.
- (f) The Lessee may only park motor vehicles in the car park in accordance with the Centre's car parking regulations.
- (g) The Lessee may use the common area of the Centre with other tenants or people in accordance with rules or regulations of the centre.

- (h) In case of activity described in **Item 7** of the Schedule, involves alcoholic beverage sampling and/or tasting, or any activity that involve crowd people, the Lessee must ensure that the order is maintained and crowd is controlled.
- (i) If the Lessee does not comply with the number above, the Booth must be immediately closed and the Lessee is responsible for any loss, damage and claims.
- (j) The Owner reserves the right to request the Lessee to hire private security from a reputable firm whenever necessary and the Lessee shall be responsible for all the expenses.
- (k) The Lessee must not carry out any works in the premises without prior written approval of the Owner.

8. Insurance

The Lessee is responsible for affecting its own insurance over its property and employees and he/she must affect public liability insurance per claim with an insurer acceptable to the Owner, and provide the Owner with a copy of its certificate of insurance.

9. Indemnity

The Lessee will indemnify the Owner from all claims, demands, losses, damages, costs and expenses for which they may become liable in respect of or arising from:

- (a) Loss, damage or injury to any person or property within the Centre or contributed to by the Lessee's failure to comply with the terms of this Agreement;
- (b) Loss, damages or injury to any person or property caused or contributed by the Lessee or its agents or employees; or
- (c) Loss, damage or injury to any person or property caused or contributed to by or arising out of the use of the Premises.

10. Risk

The Lessee accepts that it occupies the Booth at its own risk and the Owner shall not in any circumstances be liable to the Lessee for any damages suffered by it or its property.

11. Assignment

The Lessee will not assign, sublet or otherwise deal with this Agreement to any person. In case of any default the Lessee is responsible for all payments and all damages.

12. Termination

The Lessee must comply this agreement and also the Centre rules and regulations. In case of default by the Lessee, the Owner can terminate this Agreement immediately and the Lessee will forfeit all rental paid.

13. Removal of Casual Display

- (a) The Lessee must remove from the Booth all stock, fixtures, fittings and chattels brought on the Premises by the Lessee.
- (b) The Lessee must remove any lettering, signs, names, advertisements and notices erected, painted, displayed or affixed in the premises and shall be responsible for any damage caused by such painting, displaying, affixing or removal.
- (c) The Lessee will not do or allow any damage to the Premises in such removal. If any damage occurs, the Owner will charge Lessee the cost to do rectification.

14. Default

- (a) If the Lessee fails to pay the rent or other charges on the due date, the Booth will be leased out to another party.
- (b) Time shall be the essence in respect of all covenants, agreements and stipulations on the part of the Lessee under this Agreement.

15. Cancellation

- (a) After signing of the Form and full payment has been made, cancellation initiated by Lessee is not possible. There will be no refund.

- (b) If cancellation is made by the Owner, the unused portion of the Rent will be utilised towards future Night Market bookings (offset).

16. Owner's Rights

The Owner has the right to cancel this Agreement at any time without notice. In the case of cancellation by the Owner, clause 15(b) will apply.

17. Reservations

The Owner reserves the right, at any time, to enter and carry out all the repairs in the Booth deemed necessary to the security of the Centre and the Night Market area. The Lessee shall be responsible for all these expenses caused by lack of secure installation.

18. Force Majeure

Neither the Owner nor the Lessee shall be considered in breach of this Agreement to the extent that performance of their obligations is prevented by an event of force majeure that arises after the effective date. The party prevent from carrying out its obligations hereunder shall give notice to the other party of an event of force majeure upon it being foreseen by, or becoming known to the affected party.

19. Notices

Any notice or other communications to or by any party shall be addressed for service of the recipient and the notice may be given by personally served on a party, being left at the party current address, notice sent via Whatsapp number or email transmission.

20. No partnership

The acts of the parties are intended only to create the relationship of Owner and Lessee, nothing contained in this Agreement shall be deemed or construed by the parties nor any third party as creating the relationship of partnership.

21. Governing Law

This Agreement shall be governed by and constructed in accordance with the laws of Timor-Leste from time to time.

22. Joint and several liability

Where two or more persons are named as a party to this Agreement their liability shall be joint and several. Every covenant or agreement expressed or implied in this Agreement in which more than one person covenants and agrees, shall bind any two and agrees, shall bind any two or more of them jointly, and each of them severally.

23. Language

This agreement is written in English language.

24. Jurisdiction

Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the District Court of Dili and waives:

- (a) any immunity on any objection it may have to any action in those courts; and
- (b) any claim that any action has been brought in an inconvenient forum.

25. Amendments to be writing

No variation or waiver of this Agreement shall be effective unless in writing and signed by each of the parties.
