

BUSINESS AND AUXILIARY SERVICES

MEMORANDUM OF AGREEMENT
STALL NUMBER 05
Ref. No. 2024-01

KNOW ALL MEN BY THIS PRESENTS:

This Memorandum of Agreement is executed by and between:

The **TARLAC AGRICULTURAL UNIVERSITY (TAU)**, a state University organized and established under Republic Act No. 10800 otherwise known as “An Act Converting Tarlac College of Agriculture (TCA) in the Municipality of Camiling, Province of Tarlac into a State University to be known as the Tarlac Agricultural University and Appropriating Funds Therefor”, with office address at Brgy. Malacampa, Camiling, Tarlac represented by its University President, **SILVERIO RAMON DC. SALUNSON**, herein referred to as the “**FIRST PARTY**”;

-and-

MS. DIANAH C. GARCIA, AND MS. BIA LAICA G. EUGENIO, group representatives of 4th Year Bachelor of Science in Entrepreneurship Students who will be conducting Business Implementation, herein referred to as the “**SECOND PARTY**”

WITNESSETH: That,

WHEREAS, Republic Act 10800 mandates Tarlac Agricultural University (TAU) to provide advanced education, higher technological and professional instruction and training in the fields of agriculture, agribusiness management, science and technology, engineering, teacher education, nontraditional courses, and other relevant fields of study;

WHEREAS, the under section 13 the approved general guidelines on the Management and Regulation of Stall Rental and other Business Activities (TAU-BAS-GL-07), a dedicated stall shall be reserved by the University for students’ business implementation as an avenue and laboratory for actual application of learnings. They shall be accountable in any damages and responsible for repairs and replacement of damaged properties;

WHEREAS, the University fully supports the Business Education Program of the College of Business and Management and allocates a dedicated stall that will serve as a “quasi-laboratory” for the business implementation of BS Entrepreneurship students;

WHEREAS, the Business Implementation is an avenue for the students to apply in the real-world set-up their acquired knowledge and skills in the BS Entrepreneurship Program;

WHEREAS, the **SECOND PARTY** will be implementing their respective businesses for the period of eight (8) months (September 16, 2024 – April 30, 2025);

WHEREAS, the **FIRST PARTY** recognizes that there is a need to support the students by allocating a dedicated stall for the said purpose in order to enhance skills of students;

WHEREAS, the **FIRST PARTY** have available stall for the said purpose located at the Agribusiness Center of the University;

Form Code:	Revision No.:	Effectivity Date:	Page:
TAU-BAS-QF-07	00	February 28, 2022	1 of 5



BUSINESS AND AUXILIARY SERVICES

NOW THEREFORE, for and in consideration of the foregoing mutual covenants and premises, the parties hereto hereby agree as follows:

1. OBLIGATIONS OF THE FIRST PARTY

The FIRST PARTY shall:

- 1.1 Provide the stall with size approximately 5m x 10m with modest kitchen and electrical connection for the period of eight (8) months (September 16, 2024 – April 30, 2025);
- 1.2 Monitor the quality of products/services offered by the SECOND PARTY to ensure the health and safety of students, employees and other stakeholders;
- 1.3 Conduct periodic inspection of the stall and its facilities to prevent fire hazards and other catastrophe;
- 1.4 Conduct surprise inspection and audit to assess the compliance of the SECOND PARTY to all rules and regulations, policies and laws covering its operations;
- 1.5 Issue monthly billing statement for the rent, electricity, water and garbage fee to the SECOND PARTY in the scheduled monthly billing;
- 1.6 Have the right to suspend the operations of the SECOND PARTY in the event that untoward incidences happened such as but not limited to food poisoning, non-participation/compliance to directives, acts of violence, disrespect to authorities etc.
- 1.7 Shall issue notice of expiration to the SECOND PARTY prior to the expiration of the Agreement.

2. OBLIGATIONS OF THE SECOND PARTY

The SECOND PARTY shall:

- 2.1 Engage in business agreed upon by the parties and/or any other business services which are not prohibited within the academic community;
- 2.2 Responsible in the maintenance and safekeeping of the assigned stall its electrical, water connections. In the event, that some parts of the stall are damaged due to negligence, the SECOND PARTY shall bear the cost of repair and replacement;
- 2.3 Submit to the Business and Auxiliary Services a copy of receipts for the payment electricity and water every 1st week of the succeeding month;
- 2.4 Secure health and sanitary permit, business permit and other legal requirements from the appropriate government agencies to establish their legal existence and submit a certified true copy to the FIRST PARTY;
- 2.5 Shall be responsible for the security & safekeeping of their assigned stall and anything of value inside it;
- 2.6 Manage the wastes properly to safeguard the health and safety of the students, employees and the public by adapting waste management guidelines issued by the FIRST PARTY;
- 2.7 Maintain cleanliness and sanitation within the leased premises;
- 2.8 Responsible in the repair of assigned stall;
- 2.9 Operate his/her business every regular working days from 08:00am to 05:00pm only excluding Saturdays, Sundays, Holidays and during the times that classes are suspended. The SECOND PARTY shall not be allowed to stay overnight in the assigned stall;
- 2.10 Not sell intoxicating drinks, prohibited drugs and other product and services classified as illegal and not conducive for consumption;
- 2.11 Not to keep pets, swine, poultry and other livestock in the assigned premises;
- 2.12 Not keep and/or stock highly flammable or explosive materials/substances within the assigned premises except those used for cooking purposes;
- 2.13 Not operate video games, other gambling-related activities and prohibited sites.

Form Code:	Revision No.:	Effectivity Date:	Page:
TAU-BAS-QF-07	00	February 28, 2022	2 of 5

BUSINESS AND AUXILIARY SERVICES

- 2.14Not sub-lease, assign or otherwise transfer the leased premises or any portion thereof, to a third party.
- 2.15Not to make any annexes nor expand, occupy any other space other than that which is herein assigned except upon prior approval of the **FIRST PARTY**.
- 2.16Prioritize to patronize/ purchase TAU products such as meat, vegetables, drinking water and etc.;
- 2.17Install fire extinguisher at strategic place/s within the stall.
- 2.18Pay a monthly garbage collection fee of ONE HUNDRED PESOS (₱ 100.00) only.

3.0FINANCIAL CONSIDERATIONS

3.1 The **SECOND PARTY** shall be entitled for a fifty percent (50%) discount from regular rate (P 4,500.00) of stall and shall pay a monthly rental of Php 2,250.00 plus the actual consumption of monthly electricity and water bill and a garbage fee of Php 100.00. It shall be paid not later than the 10th day of the immediately succeeding month. Late payments for two (2) consecutive months shall be a ground for termination of this Agreement.

Particulars	Regular Rate	Discount (50%)	Net (Monthly Billing)
Rent	4,500.00	2,250.00	2,250.00
Electricity	actual consumption	none	actual consumption
Water	actual consumption	none	actual consumption
Garbage collection fee	100.00	none	100.00

4.0 SPECIAL PROVISIONS

- 4.1 **Food Safety.** The **SECOND PARTY** shall secure Sanitary and Health Permit including their respective food attendants.
- 4.1 **Renovation/Improvements.** Any renovation and improvements may be allowed upon prior approval by the **FIRST PARTY**, the costs of which will be borne by the **SECOND PARTY** and such will automatically become property of the **FIRST PARTY**. All signage, postage etc. are subject to prior approval by the **FIRST PARTY**.
- 4.2 **Duration of the Agreement.** This Agreement shall exist within eight (8) months **September 16, 2024 to April 30, 2025** and shall be automatically terminated thereafter. No extension of contract duration shall be allowed to provided opportunity for the succeeding business implementers. The **SECOND PARTY** shall vacate the assigned stall not more than ten (10) days after the expiration of the contract. In the event that the **SECOND PARTY** fails to vacate the assigned premises ten (10) days after the expiration of the contract, the **FIRST PARTY** may take charge in removing the supplies, machineries and equipment's of the **SECOND PARTY** and shall be turned over to the subject instructor/ professor.

5 PENALTY CLAUSE

- 5.1 In the event that the **SECOND PARTY** fails to pay the monthly rent, electrical, water and garbage fee on the 10th day of the succeeding month, a penalty of equivalent to one (1) percent of the unpaid rent, electrical, water and garbage fee shall be charged for every day of delay.
- 5.2 Any violation of the terms and conditions of this Agreement by the **SECOND PARTY** shall be penalized with as follows:

5.2.1 First Violation – fine of an amount equivalent to one (1) month rental and restoration/ replacement of the damaged property (if any) without prejudice to other civil and criminal liabilities.

5.2.2 Second Violation – fine of an amount equivalent to two (2) month rental and restoration/ replacement of the damaged property (if any) without prejudice to other civil and criminal liabilities.

5.2.3 Third Violation – automatic unilateral rescission of this Agreement by the **FIRST PARTY**.



BUSINESS AND AUXILIARY SERVICES

6 SEVERABILITY

6.1 In the event that any one or more of the provisions contained herein shall be declared invalid, illegal and unenforceable by law, the remaining provisions hereof shall not in any way impaired or rendered invalid.

7 NON-WAIVER

7.1 No provisions of this Agreement shall be deemed to be waived and no breach excused unless such waiver or excuse is made in writing and signed by the party who is claiming to have waived or consented thereto.

7.2 No waiver of any particular provisions or breach of this Agreement shall be held to be a waiver of any provision hereof.

8 AMENDMENTS

8.1 Any amendment to this agreement should be made through supplemental documents, mutually agreed upon by both parties and shall form part of this Agreement.

9 EFFECTIVITY OF THE AGREEMENT

This Agreement shall take effect upon signing thereof by both parties and shall remain in force for eight (8) months from **September 16, 2024 to April 30, 2025.**

IN WITNESS WHEREOF, the parties hereto have set their signature this **9th day of September 2024** at the **Tarlac Agricultural University, Camiling, Tarlac.**

FIRST PARTY

Represented by:

SILVERIO RAMON DC. SALUNSON, DBA
University President

SECOND PARTY

DIANAH C. GARCIA
JEWEL MARICA F. MARCOS
GILLANA V. FAJARDO
BIA LAICA G. EUGENIO
KAYE ANGELINE S. CABALU
LEANN KAYE D. BRIONES
JEROME C. BRIONES

(Group Representatives)

WITNESSES

MARIBEL C. RAMALES
Professor, Business Implementation I

CHARMAINE FACE'Q. PASCUA
Chief of Rentals and Other Services

Form Code:	Revision No.:	Effectivity Date:	Page:
TAU-BAS-QF-07	00	February 28, 2022	4 of 5



BUSINESS AND AUXILIARY SERVICES

ERLIE DC. TOTAAN, PM
Dean, College of Business and Management

JAY-AR A. DEMAYO, DBA
Director, Business and Auxiliary Services

ARNOLD R. LORENZO, Ed.D.
Vice President for Finance and Administration

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Tarlac)ss
Municipality of Camiling)

BEFORE ME, a Notary Public, this 27th day of September 2024 at Camiling, Tarlac personally appeared:

NAME	CTC NO.	DATE	PLACE OF ISSUE
SILVERIO RAMON DC. SALUNSON	TAU-3A1		Camiling
DIANAH C. GARCIA	5042-4365-9452-7687		
JEWEL MAICA F. MARCOS	3086-5127-9237-4482		
GILLANA V. FAJARDO	2438-6369-8519-5107		
BIA LAICA G. EUGENIO	2569-5139-6996-3927		
KAYE ANGELINE S. CABALU	2057-3902-3844-5461		
LEANN KAYE D. BRIONES	4285-3493-5969-3694		
JEROME C. BRIONES	9526-8372-9964-5810		

All known to be the same persons who executed the foregoing instrument and acknowledgment to me that the same is their free and voluntary act and deed of the entry herein presented.

This instrument refers to the MEMORANDUM OF AGREEMENT consisting of five (5) pages including this page which ACKNOWLEDGMENT is written and signed by the parties and their witnesses and bears my notarial seal.

Witness my hand and seal on this date and place first above written.

Doc. No. 225
Page No. 46
Book No. 1
Series of 2024

NOTARY PUBLIC

ATTY. CHYLER BON ARNOLD S. GARMA
Notary Public - Province of Tarlac
Notarial Commission No. 24-04
valid until December 31, 2025
Roll No. 90821
PTR No. 1553006/ 01-04-24/ Tarlac City, Tarlac
IBP No. 412836/ 01-09-24/ Tarlac Chapter
MCLE - Admitted on December 22, 2023
Office Address: Camiling, Tarlac