

LIST OF VIOLATIONS and PENALTIES

	NATURE OF VIOLATIONS	CONTRACT PROVISION/S	1 st OFFENSE	2 nd OFFENSE	3 rd OFFENSE
1	Renovation/Construction of FTI-owned facilities/buildings without the approval of the lessor (with contract provision)	Par. 6 - All partitions, alterations, additions, repairs, or improvements that the LESSEE may want to make in the leased premises shall first be submitted for the approval of the LESSOR and shall not be undertaken without the latter's previous written consent.	Warning and valid explanation on the offense made and submit necessary technical documents within seven (7) days.	Violation of the contract may result to non-renewal or termination	Termination of Contract
			Lessee's removal of un- approved additions/ improvements within 15 days upon disapproval of FTI; cost of removal or restoration for the account of the tenant	Imposition of Penalty (20% of assessed damage) to be paid in CASH and in FULL by tenant within 48 hours upon receipt of 2nd and final notice of violation from FTI	
			Restoration to the original state of the facility for inspection and acceptance of FTI (EEMU, LSD, IAU)	Restoration to the original state of the facility for inspection and acceptance of FTI (EEMU, LSD, IAU)	
2	Installation of Antenna or satellite dish on the roof or exterior walls of the building without prior written notice	Par. 6 - All partitions, alterations, additions, repairs, or improvements that the LESSEE may want to make in the leased premises shall first be submitted for the approval of the LESSOR and shall not be undertaken without the latter's previous written consent.	Warning and valid explanation on the offense made and submit necessary technical documents within one week for the evaluation of our Engineering. However, the antenna shall be removed if not acceptable and charge the lessee should there be damaged in the building.	Removal of the antenna shall be implemented by FTI and all expenses shall be charge to the lessee and penalty of P 10,000.00	Immediate issuance of notice of violation; within 48 hours of notice of violation, FTI removal of illegally installed antenna or satellite dish to be witnessed by EEMU, LSD, SEU and IAU
				Within 15 days upon the issuance of notice of violation to tenant, FTI shall remove the antenna and/ or satellite	Termination of Contract

				dish; the EEMU, LSD, SEU and IAU to be present during said activity	
3	Installation of signages/ placards or other similar items	Par. 4e - The LESSEE shall not affix, inscribe or paint or cause to be affixed, inscribed or painted any notice, sign or other advertising medium on any part of the inside or outside of the leased premises or anywhere within FTI Complex except upon previous written permission from the LESSOR and only in such size, color, and style approved by the LESSOR.	Warning and valid explanation on the offense made and submit necessary technical documents within one (1) week to the LSD; removal of illegally installed signs and signages within 48 hours of issuance of notice of violation by the OVPO or OTP by concerned tenant; costs of removal for the account of tenant; removal to be inspected and witnessed by EEMU, LSD, SEU and IAU	Issuance of 2nd notice of violation by FTI within 48 hours of discovery and documentation by LSD or SEU; Lessee to pay violation fee of P 2,000 and P 1,000/day thereafter until complete removal and clean up of area has been effected by tenant concerned; area to be inspected by EEMU, LSD, SEU and IAU.	Notice of final violation issued with 48 hours upon reporting and documentation of violation by LSD or SEU; client to pay in CASH and in FULL a violation fee of P 100,000.00 (tenant term less than 1 year to 4 years) or P 300,000.00 (tenant 4 years and 1 day and over), whichever is applicable and non- renewal of contract of lease.
4	Illegal Parking	Par. 4L - The LESSEE shall promptly comply with any and all laws, ordinances, rules regulations and orders which the national, provincial, or local government or any department, bureau, commission or other agency or instrumentality thereof may promulgate; further, the LESSEE shall be subject to and shall obey the LESSOR's existing and future house, security, traffic, environmental, engineering, and other rules and regulations	Wheel clamping plus fine P1,000 for the vehicle's release (ensure FTI has the necessary permit(s) to enforce wheel clamping)	Wheel clamping plus fine P2,000 for the vehicle's release: conduct monthly monitoring of illegal parking violators (name, address, plate no., office/person to visit in FTI) and submitted to OTP for database maintenance/historical recording of data	Banned to enter the FTI-SEZ

		set forth for the leased premises and/or for the whole of the FTI Complex, for which, if the LESSOR does not elect to terminate the lease for violation of said rules, the LESSEE shall pay the fines imposed by the LESSOR.			
5	Speed limit inside the zone	Par. 4L - The LESSEE shall promptly comply with any and all laws, ordinances, rules regulations and orders which the national, provincial, or local government or any department, bureau, commission or other agency or instrumentality thereof may promulgate; further, the LESSEE shall be subject to and shall obey the LESSOR's existing and future house, security, traffic, environmental, engineering, and other rules and regulations set forth for the leased premises and/or for the whole of the FTI Complex, for which, if the LESSOR does not elect to terminate the lease for violation of said rules, the LESSEE shall pay the fines imposed by the LESSOR.	Fine P1,200 and recording of details of violator; LSD and SEU to maintain a database of details/ information of violators for reporting to OTP (how do we ascertain that speed limit was violated? Speed cameras will be installed?)	Fine P2,000 and recording of details of violator; LSD and SEU to maintain a database of details/ information of violators for reporting to OTP (how do we ascertain that speed limit was violated? Speed cameras will be installed?)	Banned to enter the FTI-SEZ by FTI Organic Security and FTI 3rd party security services provider

6	Wastewater not connected to the main sewerline		Warning and correction of the connection within 15 days ; repair/ connection or re- connection to be for the account of the tenant; repair/ re-connection or connection must be done within 15 days from notice of violation from the EEMU and LSD;	Proper connection to be implemented by FTI and all expenses shall be charged to the lessee; a fine of P 100,000.00 to be paid in CASH and IN FULL by erring tenant	
7	Using extra spaces outside the leased area		Warning notice from the OVPO/ LSD to lessee/s and advise for clearing within 2 days	2nd Notice of violation shall be issued by the OVPO/ LSD; Clearing will be implemented by FTI with 48 hours of recording of violation; all expenses incurred shall be charged to the lessee	Include in the monthly billing and added to area leased by tenant; addendum to contract of lease to be executed by FTI and tenant
8	All lessees are not allowed to keep dogs, cats, birds, reptiles or other animals inside the leased premises		Warning and advise the lessee for its removal within 2 days	Penalty shall be imposed for the violators: P 1,000 per pet (first offense) P 2,000 (second offense)	FTI to coordinate with the LGU for its removal