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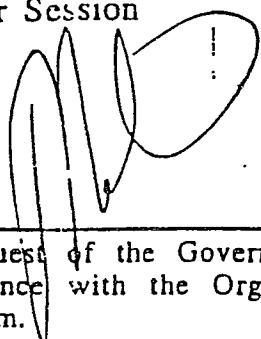
TWENTY-THIRD GUAM LEGISLATURE
1996 (SECOND) Regular Session

APR 15 1996

JUNE 5, 1996

Bill No. 576 (L.S.)

Introduced by:


by request of the Governor in
accordance with the Organic Act
of Guam.

AN ACT TO ESTABLISH RULES AND REGULATIONS FOR I
SENGSONG CHAMORRO (THE CHAMORRO VILLAGE) OF THE
DEPARTMENT OF COMMERCE.

1 BE IT ENACTED BY THE PEOPLE OF THE TERRITORY OF GUAM:

2 Section 1. (a) Authority for the Department of Commerce to
3 promulgate rules and regulations. §47064 of the Government Code authorizes the
4 Department of Commerce to promulgate rules or regulations to promulgate and
5 encourage the expansion and development of markets on Guam, and to encourage and
6 develop new business with particular emphasis on the tourist industry. §§47400 and
7 47401 of the Government Code provides for the Department of Commerce to operate a
8 "Public Market", which has been constructed and renamed "I Sengsong Chamorro" (The
9 Chamorro Village). These later code sections call for the implementation of a fee for
10 space at the "I Sengsong Chamorro".

11 (b) Submission of rules and regulations in bill form. Public Law 22-96
12 requires that rules and regulations proposed by a government agency, after submission
13 to the Governor, be transmitted to the Legislature in bill form for the convenience of
14 the Legislature. After the passage of Forty-five (45) calendar days plus Seven (7)
15 legislative days, the rules and regulations are approved.

1 (c) Approval of rules and regulations provided by the Department
2 of Commerce. The following rules and regulations for the Department of Commerce
3 are approved:

4 "I SENGSONG CHAMORRO
5 (THE CHAMORRO VILLAGE)

6 CHAPTER I

7 INTRODUCTION

8 Section 1.1 Chamorro Village Background.

9 The Guam Public Market was originally created as an entity of the Department of
10 Commerce in 1978, through Public Law No. 14-154, Section 47400 of the Government Code.

11 The primary mission of the public market is:

12 To maintain and operate under its control a public market or markets
13 for Guam products at such place or places as the Director may deem
14 proper. Any such market shall be maintained and operated at all
15 times in a sanitary and orderly manner beneficial to both producers
16 and patrons alike. Producers and sellers desiring to use space within
17 such market to display or sell their produce shall be levied a uniform
18 fee based on the amount of space used and period of such use.

19 In showcasing the pride of Guam's culture and traditions, the concept of a
20 'Chamorro Village' became the intended facility design theme concept. In 1990 and 1991,
21 the public market redevelopment project was approved by the Governor and the
22 Legislature through bond issue authorized by Public Law No. 20-14 and appropriation
23 contained in Section 14 of Chapter III of Public Law 21-03.

24 Section 1.2 Mission Statement.

25 In keeping with the spirit of Public Law No. 14-154, which is to provide and
26 maintain a facility that will promote local products and produce of Guam, the Department

1 of Commerce will strive to achieve its mission through the encouragement, promotion
2 and support of local products of Guam, and through the showcasing of Guam's culture
3 and traditions.

4 Section 1.3 Statement of Goals.

5 (a) To foster an environment that promotes local products, and the native
6 cultures/traditions of Guam.

7 (b) To provide support facilities for seminars, workshops, fairs and special
8 activities for the local community.

9 (c) To create and promote an incubator environment for entrepreneurial
10 businesses to grow and eventually expand into the open market.

11 (d) To develop a comprehensive marketing program that would promote the
12 business activities within the Chamorro Village.

13 CHAPTER II

14 CHAMORRO VILLAGE PROGRAMS

15 Section 2.1 Types of Programs.

16 Basic activities and programs offered by the Chamorro Village include the
17 following:

18 (A) Business Facility.

19 The business facility is composed of individual shops, for the following general
20 business categories:

21 1. Agriculture

22 (a) Produce

23 (b) Nursery

24 2. Fisheries/Aquaculture

25 3. Food

1 4. Local Products:

2 (a) Local/Contemporary Arts and Crafts

3 (b) Guam Product Seal displays

4 (c) Traditional Arts/Crafts/Activities

5 (d) Special fairs/events

6 (B) Cultural Presentations.

7 The Chamorro Village may offer the use of various facilities for cultural
8 presentations which include the staging area, courtyard (for outdoor activities) and
9 dressing rooms.

10 (C) Exhibits/Shows.

11 The Chamorro Village may offer the use of the facility for exhibits and shows. An
12 exhibit area may be designated amongst the various courtyard areas both indoor and
13 outdoor.

14 (D) Special Events and Activities.

15 The center pavilion, Sagan Dinana and the mini pavilion may be made available
16 as a staging area for special events, separate from the programs of the Chamorro
17 Village, for both Government and vendor activity promotions.

18 (E) Trade Fairs, Seminars, and Workshops.

19 The Chamorro Village may offer the use of support facilities for business
20 incubator programs. The center pavilion, Sagan Dinana, mini pavilion, and a
21 conference room may be utilized for trade fair, seminar, and workshop activities.

Handwritten signature

1 CHAPTER III
2 LEGISLATIVE AUTHORITY

3 Section 3.1 Legislative Authority.

4 Pursuant to and in accordance with the authority vested in the Department of
5 Commerce and in accordance with the procedures set forth in the Administrative
6 Adjudication Law, the Chamorro Village Rules and Regulations are hereby promulgated.

7 CHAPTER IV
8 GENERAL RULES

9 Section 4.1 Name of Facility.

10 The area formerly known as the Guam Public Market is renamed 'I Sengsong
11 Chamorro' (The Chamorro Village).

12 Section 4.2 Standard Operating Procedures.

13 (A) Management and Operations.

14 The management and operation of the Chamorro Village is the responsibility of
15 the Department of Commerce and such activities shall be directed and coordinated as
16 prescribed in these Rules and Regulations.

17 (B) Chamorro Village Office Hours of Operation.

18 The Chamorro Village Office shall maintain the following regularly scheduled
19 hours of operation:

20	Mondays -- Fridays	8:00 a.m. -- 5:00 p.m.
21	Saturdays	8:00 a.m. -- 1:00 p.m.
22	Sundays (discretionary)	Closed
23	Holiday (discretionary)	Closed

24 These designated hours shall not restrict the maintenance and upkeep of the
25 Chamorro Village facility, in providing services beyond such hours.

26 (1) Business Hours of Operation.

1 All businesses located within the Chamorro Village shall maintain the following
2 hours of operation:

3 Mondays-Saturdays 9:00 a.m. -- 6:00 p.m.

4 Sundays 10:00 a.m. -- 3:00 p.m.

5 Holidays (Optional) 10:00 a.m. -- 3:00 p.m.

6 Should any business desire to operate beyond the specified operating hours, a
7 written notice stating the additional hours of operation desired shall be presented to the
8 Chamorro Village management for approval and shall be placed in file.

9 (2) Any business which willfully violates the provisions set forth in Section B
10 of Section 4.2 of Chapter IV of these rules shall immediately be notified by the Chamorro
11 Village management in writing. If no action is made by the business following the
12 initial warning, a second written notice of warning shall be presented to the business
13 within Fourteen (14) days. The Chamorro Village management shall make every effort
14 to present such notices to the proper business representative, but this shall not be a
15 requirement for subsequent necessary management action. Should a business fail to
16 comply with the operating hours, the business may be suspended from further
17 operation until such time the violation is resolved. Should no resolution be achieved
18 within Thirty (30) days following the transmittal of the second notice of warning, the
19 commercial lease agreement for the use of the business shop shall become null and void.
20 The Chamorro Village Manager, in implementing the provisions of this section, may
21 provide for exceptions which shall be restricted to the following activities: death in the
22 immediate family, personal injury or illness, natural disasters, and power outages.
23 However, such exceptions shall not exceed a period of Fourteen (14) consecutive days.

24 (3) Businesses operating within the Chamorro Village shall be responsible for
25 the maintenance and cleanliness of the leased facility space. Each shop shall insure the
26 cleanliness of their respective work area.

1 (C) Commercial Lease Arrangements.

2 Businesses approved for conducting business activities within the Chamorro
3 Village and granted a shop space shall be required to enter into a commercial lease
4 agreement for the extended use of the facility. A copy of the standard Commercial Lease
5 Agreement is provided as an attachment to this document.

6 Provisions governing the effectiveness and applicability of such lease
7 agreements are set forth herein, through these rules and regulations. This subsection
8 shall not be applicable to the temporary use of the mini pavilions, Sagan Dinana, main
9 pavilion or the general parking area.

10 (D) Marketing Plan/Program.

11 The Chamorro Village management shall be responsible for the formulation of a
12 comprehensive marketing program for the Chamorro Village, within Ninety (90) days
13 following the formal adoption of the rules and regulations. Such program shall be
14 reviewed every Two (2) years, and amended to reflect changing marketing
15 requirements, if necessary. The comments and recommendations of the businesses
16 within the Chamorro Village must be taken into consideration in the preparation of
17 such plan. The marketing plan should also take into consideration, but is not limited to,
18 the following factors:

- 19 i. Overall mission and goals of the Chamorro Village,
20 ii. Various businesses operating within the Chamorro Village,
21 iii. Highlight visitorship by the local community,
22 iv. Emphasize visitorship by the island's tourists,
23 v. Identifying the Chamorro Village as a central meeting place, and
24 vi. Promotion of Guam's culture and traditions.

1/10/11

1 (E) Special Events.

2 Businesses may choose to operate their shops beyond the regularly scheduled
3 hours to accommodate special events held at the Chamorro Village grounds. Standard
4 rules of operation shall apply during such events.

5 (F) Contracts for Services.

6 The Department of Commerce shall adhere to all government procedures in the
7 procurement of services for the management, operation and maintenance of the
8 Chamorro Village.

9 (G) Exhibits/Trade Shows.

10 The Chamorro Village may host exhibits and shows through providing the use of
11 the facility for such events. A fee, as provided for in Chapter VI, Uniform Fee Schedule,
12 of these Rules and Regulations, shall be assessed to recover costs associated with the use
13 of the facility. Applications for the use of the facilities shall be submitted no later than
14 Thirty (30) days prior to the date of the event.

15 (H) Building Configurations for Business Shops.

16 The Chamorro Village shops have a variety of building configurations with a
17 fixed area allocation for the authorized business activity. Two general types of shop
18 accommodations allow for a standard 200 sq. ft. shop allocation and a truck space (open)
19 area.

20 (I) Business Rental Fee Provisions.

21 Rental for the standard shop accommodations shall be collected on a monthly
22 basis, and shall be remitted no later than the Tenth (10th) day of each month. The
23 Chamorro Village shall notify any business which has not remitted their monthly rental
24 payments that are in excess of Thirty (30) days. No business shall be permitted to
25 continue the operation of its shop within the Chamorro Village, if such rental
26 obligations exceed Ninety (90) days; thereupon, such commercial lease agreements

1 between the Chamorro Village management and the specific business shall become null
2 and void, and the business (and its representatives) shall be barred from any future use
3 of the facility for Five (5) consecutive years. Any and all business belongings found
4 within the confines of the shop, upon the termination of such operating rights, shall be
5 retained as collateral by the Chamorro Village management, until such time that
6 appropriate payments are made to the Chamorro Village. Rental Fees for the use of the
7 truck space accommodations shall be collected prior to the use of the facility, and the
8 renter must abide by the rules governing the use of the truck spaces which are
9 identified in Appendix A of Chapter X of these Rules and Regulations.

10 (J) Product Schedule.

11 Businesses are required to provide to the Chamorro Village a schedule of the types
12 of products which they intend to offer for sale at the Chamorro Village, the information
13 provided should reflect the types of products presented in the original application for
14 the use of a facility shop. This information shall be utilized by the management of the
15 Chamorro Village to insure that only authorized products are sold within the Village.
16 The following is a list of permissible business activities within the Chamorro Village:

17 (1) Local Products.

18 (a) Guam Product Seal.

19 Products which meet the requirements of the Guam Product Seal Program
20 as provided in §47250 of the Government Code enacted in Public Law 18-42. A
21 Guam Product Seal Program Guideline is attached as Appendix B in Chapter X of
22 these Rules and Regulations.

23 (b) Local/Contemporary Arts & Craft.

24 Items which have been handmade by Guam craftpersons. Artworks also
25 based on subjects and themes of today using materials or media which may be part
26 of the past or present. Materials may be natural or imported; however, the

in Pub. Law 18-42
1 handicraft product must have at least Fifty Percent (50%) of the value added on
2 Guam as provided by §47254 of the Government Code (incorrectly numbered as
3 62 §47254). Such products may be marketed through the following:

4 (i.) Business Shop

5 (ii.) Mini-pavilion/Truck Spaces

6 (c) Food.

7 Food preparation and dispensing in the Market facility. The Chamorro
8 Village shall continuously encourage the purchase the food businesses to
9 purchase locally grown, locally caught products of Guam farmers, fishermen, etc.

10 (i) Business Shop

11 (ii) Mini-pavilion/Truck Spaces (Available only for items not
12 provided by existing businesses within the Chamorro Village, and must
13 meet the Fifty Percent (50%) of the value added as provided by §47254 of the
14 Government Code.

15 (d) Produce.

16 All produce must be grown on Guam, and meet the value added
17 requirements as provided for in Appendix C of Chapter X of these Rules and
18 Regulations. Exceptions may be provided to produce businesses, for a period of no
19 more than Six (6) months, immediately following a natural disaster.

20 (i) Business Shop

21 (ii) Mini-pavilion/Truck Spaces

22 (e) Nursery.

23 All plants sold must meet the minimum requirements of propagating on
24 Guam. Imported plants shall not be sold in the Chamorro Village, if not propagated
25 on island. Standards regulating this provision are contained in Appendix D of
26 Chapter X of these Rules and Regulations. Exceptions may be provided to nursery

1 businesses, for a period of no more than Six (6) months, immediately following a
2 natural disaster.

3 (i) Business Shops

4 (ii) Mini-pavilion/Truck Spaces

5 (f) Seafood/Aquaculture.

6 Sales in this category are limited to seafood and Aquaculture products
7 which are legally and locally produced. Locally produced is defined as the
8 capture, collection, or possession of any aquatic or marine animal originating
9 from the waters of Guam, within Guam's specified EEZ zone. Processed seafood
10 meeting the value-added requirements will also be eligible for sale. Exceptions
11 may be provided to seafood/Aquaculture businesses, for a period of no more than
12 Six (6) months, immediately following a natural disaster. Guidelines for the sale
13 of seafood/Aquaculture products are identified in Appendix C of Chapter X of these
14 Rules and Regulations.

15 (i) Business Shops

16 (ii) Mini-pavilion/Truck Spaces

17 (g) Traditional Arts/Crafts/Activities

18 Sales in this category are primarily limited to local cultural
19 arts/crafts/activities, which have been identified by the Guam Council on the
20 Arts and Humanities Agency (CAHA) or the Guam Museum as traditional activities
21 of Guam, i.e., blacksmith activities, coconut weaving, hut building, etc.. The term
22 "Traditional" as used in this subsection shall be consistent with the definition
23 utilized by CAHA.

1 (h) Weekend/Special Events.

2 General activities may be permitted within the Chamorro Village support
3 facilities. Guidelines to the use of such facilities are provided for in Appendix E of
4 Chapter X of these Rules and Regulations.

5 (K) Administrative Requirements.

6 (1) Business Access During non-operational hours.

7 All businesses accessing their respective shops beyond the regular hours
8 of operation, with the exception of special events and activities, shall be required
9 to register the time of arrival and departure from the Chamorro Village grounds
10 with the Village security.

11 (2) Parking Accommodations.

12 Each business shall be provided a parking space for his or her principal
13 use. Any unauthorized vehicle found parked in such reserved spaces may be
14 towed at owner's expense.

15 (3) Business License Requirement.

16 All businesses and lessees prior to conducting business at the Chamorro
17 Village shall present a copy of their current business license, if applicable. It
18 shall be the responsibility of respective businesses operating within the
19 Chamorro Village to provide a copy of current business licenses to the Chamorro
20 Village management and such licenses shall be visibly displayed at all times
21 within the shop during business operations.

22 (4) Commencement of Business Operations Upon Notification.

23 A person or business who has been awarded a shop shall commence
24 business within Sixty (60) days, following receipt of the notice. Obligation of rent
25 shall commence upon the presentation of the keys for the shop by the Chamorro
26 Village Manager to the business representative. This Sixty (60) day period is

1 provided to allow the business to comply with all necessary permitting and
2 licensing procedures. No operation may begin until all license and permits are
3 obtained and copies provided to the Chamorro Village manager.

4 (5) Sale of Beer and Alcoholic Beverages.

5 Businesses operating within the Chamorro Village may be granted the
6 option to sale beer or alcoholic beverages, on the following conditions:

7 i. All necessary government of Guam permits and authorizations
8 are acquired, prior to the sale of such items, and copies be provided to the
9 Chamorro Village management,

10 ii. The business shall be fully responsible for any incident
11 occurring as a result of the consumption of such items on the premises,

12 iii. The business acquires the consent of both the Chamorro
13 Village Manager and the Director of Commerce. Approval for such requests
14 shall only be granted if the sale of alcoholic beverages is incidental to the
15 sale of food.

16 (6) Government Regulations and Requirements.

17 All businesses shall comply with applicable regulations and requirements
18 of the government of Guam. Should a business require compliance with
19 government statutes, rules or regulations, i.e. Public Health certificates and
20 permits, the business shall be responsible for obtaining such necessary
21 documents or with complying with such provisions, and a copy of such written
22 documents must be provided to the Manager of the Chamorro Village prior to the
23 commencement of any business operation at the facility. Health permits and
24 certificates shall be visibly displayed at all times during business operation.

1 (7) Conditions/Limitations.

2 (a) All businesses shall confine their business operations to the
3 sale of products stipulated in their commercial lease agreement. Lessees
4 are prohibited from operating similar operations or activities outside the
5 Chamorro Village, within the first year of operation at the Village.
6 Following the first year of the lease, each business representative shall be
7 responsible for properly notifying the Chamorro Village management of
8 the establishment and operation of a secondary business operation outside
9 the Chamorro Village. Should a business owner successfully operate
10 another similar business outside the Chamorro Village for a period of more
11 than Two (2) years, such business shall be required to vacate its business
12 shop at the Chamorro Village upon the subsequent expiration date of its
13 annual lease agreement.

14 (b) Businesses shall be responsible for the payment of their
15 respective utilities. In the specific case where a vendor requests air-
16 conditioning, the vendor shall follow the guidelines as established by the
17 Chamorro Village and as provided in Appendix F of Chapter X of these Rules
18 and Regulations.

19 (c) Penalties for violations of Rules and Regulations. Any
20 business which willfully violates the rules and regulations of the Chamorro
21 Village and who has been advised twice in writing of a violation by the
22 Manager of the Chamorro Village shall be suspended from operation, and
23 shall lose his or her privilege to operate; and the commercial lease
24 agreement shall become null and void. The Chamorro Village Manager
25 shall use reasonable means to insure that the business representative

1 receives and signs the receipt of such notices, but this shall not be a
2 requirement for subsequent management action.

3 Such business or individual shall then be barred from any future
4 use of the facility. The business may have Ten (10) days upon receipt of the
5 termination of business notice to protest such action in writing to the
6 Chamorro Village Manager and to the Director of Commerce. The Director
7 of Commerce shall then have Ten (10) days in which to render a final and
8 binding decision on the case.

9 (d) Sign Requirements. All signs and displays for vendors shall
10 receive the initial approval of the Chamorro Village Manager, prior to the
11 use of such signs or displays. Requirements in the approval of signs and
12 displays are contained in Appendix G of Chapter X of these Rules and
13 Regulations.

14 (8) Business Evaluation.

15 The Chamorro Village manager shall be responsible for insuring
16 compliance with the Rules and Regulations by respective businesses operating
17 within the Village. Should any major discrepancy or non-compliance be
18 identified, the management shall notify the business in writing immediately of
19 the need to correct the deficiency, during which time the business would be
20 granted a minimum of Fifteen (15) days to correct the concern. Should no
21 correction be made within the allotted time frame, the inaction may be
22 interpreted as reason for cancellation of the contractual lease agreement for the
23 use of the facility.

24 (9) Commercial Lease Terms.

25 All leases shall be for a period of One (1) year, with renewal provisions for
26 subsequent years, which shall not exceed a maximum term of Ten (10) years. Any

1 annual renewals are contingent on the compliance of the vendor with set rules
2 and guidelines as set forth by the Chamorro Village management, however, no
3 cumulative lease period shall exceed Ten (10) years.

4 The Chamorro Village Manager, with the consent of the Director of
5 Commerce, may deny the renewal of any business lease for non-compliance with
6 existing rules and regulations or for other justifiable reasons. Terminated and
7 forfeited stalls shall be made available to new applicants. Former lessees who
8 have utilized the maximum allowable time period of Ten (10) years, shall not be
9 considered for reinstatement until such time that Three (3) consecutive years has
10 passed from the date of expiration of their previous lease agreement.

11 (10) Chamorro Village Standard Forms.

12 The following forms are the official Chamorro Village forms:

- 13 (a) Chamorro Village Business Shop Application form
14 (b) Chamorro Village Exhibit Application form
15 (c) Chamorro Village Commercial Lease Agreement

16 CHAPTER V

17 UNIFORM FEE SCHEDULE

18 Section 5.1 Uniform Fee Schedule.

19 Fees for the Chamorro Village take into consideration the mission of the facility to
20 promote and encourage the development of local entrepreneurial businesses. The fees
21 are calculated according to the schedule in Subsection (A) of this Section 5.1 of the Rules
22 and Regulations, and will be assessed to all businesses or individuals granted the use of
23 shop space within the Village. The uniform fee shall be based on the size of space
24 occupied and the time period of such use. The rental fee shall be reviewed and modified,
25 if necessary, every Three (3) years and shall take into consideration the prevailing
26 market rental rates.

1 (A) Rental Fees.

2 The following fee schedule for businesses operating within the Chamorro Village
3 shall become effective immediately upon the official adoption of the Rules and
4 Regulations and shall be in effect for the following Three (3) years; whereupon, such
5 rates will be re-evaluated and adjusted to reflect prevailing market rental rates, utilizing
6 the attached formula highlighted in Section 5.3 of this Chapter V. The fee schedule for
7 the use of the support facilities, i.e. center pavilion, Sagan Dinana, mini-pavilion, etc.,
8 shall also become effective upon the official adoption of the Rules and Regulations.

9 (1) Local Products: Dry Goods/Local and Contemporary Arts and Crafts

10 (a) Monthly Rate \$240.72

11 (2) Food

12 (a) Monthly Rate \$624.80

13 (3) Produce

14 (a) Monthly Rate \$120.36

15 (4) Nursery

16 (a) Monthly Rate \$120.36

17 (5) Seafood/ Aquaculture Vendor Category

18 (a) Monthly Rate \$245.44

19 (6) Traditional Arts/Crafts/Activities

20 (b) Monthly Rate \$72.22

21 (7) Center Pavilion (Daily Rate)

22 (a) Facility Use Fee \$125.00

23 (b) Deposit Fee \$100.00

24 (Deposit Fee Refundable)

25 (8) Sagan Dinana (Daily Rate)

26 (a) Facility Use Fee \$100.00

- 1 (b) Deposit Fee \$100.00
- 2 (Deposit Fee Refundable)
- 3 (9) Entire Mini-pavilions / Truck Spaces (Daily Rate)
- 4 (a) Facility Use Fee \$100.00
- 5 (b) Deposit Fee \$100.00
- 6 (Deposit Fee Refundable)
- 7 (10) Individual Mini-pavilions / Truck Spaces (Daily Rate)
- 8 (a) Facility Use Fee \$5.00
- 9 (b) Deposit Fee \$10.00
- 10 (11) Conference Meeting Room (Daily Rate)
- 11 (a) Facility Use Fee \$25.00
- 12 (b) Deposit Fee \$25.00
- 13 (Deposit Fee Refundable)

14 (B) Applicable Reduction in Fees.

15 Any and all activities, specifically social and community functions, conducted
16 within the general grounds of the Chamorro Village may be granted a Fifty Percent
17 (50%) reduction in the fees for the use of the facility on the condition that the
18 individual user of the facility utilize the services of the Village businesses.

19 (C) Waiver of Fees.

20 The application of fees shall be waived for events and activities coordinated and
21 sponsored by the Chamorro Village. Furthermore, associated fees for the use of support
22 facilities may be waived by the Chamorro Village Manager or the Director of Commerce
23 for government and non-profit organization sponsored events or activities; such waiver
24 of fees shall only be granted for non revenue generating events or for events that are
25 explicitly co-sponsored by the Department of Commerce.

1 Section 5.2 Common Area Fees.

2 The following common area fees shall be applicable to all businesses operating
3 within the Chamorro Village. The common areas identified include, but are not limited
4 to, the following: lavatory facilities, pavilion shelters, tower, dining facility, water,
5 parking lot, maintenance, security, advertisement, etc. The common area fees are also
6 attached as Appendix H of Chapter X of these Rules and Regulations. The following
7 schedule is presented and will guide the application of common area usage impact
8 assessment. A percentage of rental fees will be assessed for the respective business
9 categories. Each business shall pay the percentage of their rental fee listed below,
10 which shall be submitted simultaneously with the monthly rental payment. Such fees
11 shall be reviewed simultaneously with the review of the schedule of fees and modified, if
12 necessary, to reflect market conditions. Impact Assessment Rates:

Category		Rental Percentage
Category I.	Produce	5%
Category II.	Local Products	5%
Category III.	Seafood/Aquaculture	5%
Category IV.	Nursery	5%
Category V.	Food	5%
Category VI.	Other	5%

20 (Exhibits/Shows Special Events)

21 Section 5.3 Fee Schedule Formula Calculation.

22 The fee schedule for the utilization of facilities within the Chamorro Village shall
23 be re-assessed every Three (3) years and adjusted, if necessary, to reflect local market
24 rates, Agana area, according to the following formula:

1 a. Business Shop Rental

2 i. Food Businesses

3 [Average market rental rate per sq. ft. X 200 sq. ft. X 1.04(water
4 assessment)]+ [Average market rental rate X Dining/Seating area] X
5 .55(discount percentage on market price) = Rental rate

6 ii. Local Products, Contemporary Arts and Crafts Businesses

7 Average market rental rate per sq. ft. X 200 sq. ft. X 1.02 (water
8 assessment) X .50(discount percentage on market price) = Rental rate

9 iii. Produce Businesses

10 Average market rental rate per sq. ft. X 200 sq. ft. X 1.02(water
11 assessment) X .50(discount percentage on market price) = Rental rate

12 iv. Nursery Businesses

13 Average market rental rate per sq. ft. X 200 sq. ft. X 1.02(water
14 assessment) X .50(discount percentage on market price) = Rental rate

15 v. Seafood/Aquaculture Businesses

16 Average market rental rate per sq. ft. X 200 sq. ft. X 1.04(water
17 assessment) X .50(discount percentage on market price) = Rental rate

18 vi. Traditional Arts/Crafts/Activities

19 Average market rental rate per sq. ft. X 200 sq. ft. X 1.02(water
20 assessment) X .15(discount percentage on market price) = Rental rate

21 b. Common Area Fees

22 Common area fees for initial calculations will be Thirty (30%) of the
23 average market common area fee (percentage of rent).

1 CHAPTER VI

2 BUSINESS SELECTION

3 Section 6.1. Receipt of Business Applications.

4 The Chamorro Village management shall identify specific periods during
5 year whereupon business applications will be accepted for review and possible act
6 Upon the receipt of such completed applications, the Business Selection Committee, as
7 forth in the following sections, shall act on the review and processing of
8 applications.

9 Section 6.2 Business Selection Committee Appointments.

10 The Director of Commerce shall appoint members to a Business Selec
11 Committee for the purpose of reviewing applications and recommend
12 approvals/disapprovals for business assignments at the Chamorro Village.

13 Section 6.3 Committee Composition.

14 The Committee shall be composed of a minimum of Five (5) representatives f
15 the following entities:

- 16 -Council of the Arts & Humanities Agency
17 -Department of Agriculture
18 -Guam Visitors Bureau
19 -College of Agriculture and Life Sciences, University of Guam
20 -Guam Chamber of Commerce
21 -Public at Large
22 -Guam Economic Development Authority
23 -Mayor's Council, Mayor of Agana
24 -Chamorro Village Vendors Association, mandatory member
25 -Chamorro Village Manager, mandatory member

1 Section 6.4 Chairperson.

2 The Manager of the Chamorro Village shall be the Chairperson of the Business
3 Selection Committee. The Manager may assign alternates so as to allow for continuity in
4 the review process. Members of the Committee shall exclude themselves from the review
5 process of any application submitted by a family member or close business associate.

6 Section 6.5 Screening of Applications.

7 The Chamorro Village management shall be responsible for reviewing all
8 applications to insure that necessary documents are provided by the applicant, prior to
9 submittal to the Business Selection Committee. All application documents shall be filed
10 accordingly by the Chamorro Village Manager, which shall specify the date received.

11 Section 6.6 Selection Criterion Objectives.

12 The Business Selection Committee shall draft and submit to the Director of
13 Commerce for adoption the selection standards for businesses. Such selection standards
14 shall take into consideration the following factors:

15 (A) Local Product.

16 This standard applies to locally made, grown or caught products which either
17 meet the Guam Product Seal standards or conform to its value-added requirements.

18 (B) Consignment.

19 This provision allows a business within the Chamorro Village to represent an
20 organized group or business which has expressed an interest in selling their qualified
21 products in the Chamorro Village. Any consignment products sold at the Chamorro
22 Village must meet the requirements as set forth in the Rules and Regulations.

23 (C) Government Laws and Regulations.

24 All businesses must provide proof that they have properly complied with all
25 government of Guam requirements for the signature of their respective businesses.

1 (D) Entrepreneurial Businesses.

2 The primary objective of the Chamorro Village is to allow for startup ventures to
3 be given an opportunity to develop within the Chamorro Village setting. Leasing space,
4 as provided per business category, will be made available to new firms or individuals
5 who meet a minimum criteria for operating a business. This shall be contingent on the
6 availability of business space within the Village. A business plan will be required as a
7 supporting document.

8 (E) Good Standing.

9 All applicants applying for a business shop must be in good standing with the
10 government of Guam. All applicants must present clearance from the Department of
11 Revenue and Taxation prior to being considered for conducting business at the
12 Chamorro Village.

13 Section 6.7 Business Selection Committee Recommendations.

14 The Business Selection Committee, upon completion of its review and ranking of
15 applicants, shall submit to the Director of Commerce its final ranking recommendations.
16 Thereupon, the Director of Commerce shall approve or disapprove the recommendations
17 from the Committee.

18 Section 6.8 Business Selection & Allocation.

19 (A) Business Placement.

20 Each shop within the Chamorro Village contains 200 sq. ft. area specifically
21 designed for a particular use. Businesses will be provided a single shop/space by the
22 Manager of the Chamorro Village.

23 (B) Shop Allocation.

24 The Chamorro Village shall distribute available business spaces to approved
25 business applicants on a first-come-first-served basis.

1 (C) Vacant Space.

2 Should a shop become vacant at any time, the space may initially be offered to
3 existing businesses within the Chamorro Village, on a first request basis, and only in
4 exchange for the space being occupied by the business.

5 (D) Waiting List.

6 The Chamorro Village shall maintain a waiting list of business applicants and
7 their respective rankings, with the individual applications to expire following a time
8 period of One (1) year. The Chamorro Village shall be responsible for notifying
9 applicants of their ranking, within Thirty (30) days upon the completion of the
10 application review process. Applicants shall also be notified of their ranking upon any
11 movement, once their standing in the respective category is between One (1) and Five
12 (5).

13 CHAPTER VII

14 APPLICATION CRITERIA

15 Section 7.1 Application Package.

16 (A) Business Shop Applications.

17 All prospective business applicants seeking a shop within the Chamorro Village
18 shall be required to complete the attached Business Shop Application form contained in
19 Chapter XI of these Rules and Regulations.

20 (B) Exhibit Application.

21 All prospective exhibit applicants for support facilities within the Chamorro
22 Village shall be required to complete the attached Exhibit Application form contained in
23 Chapter XI of these Rules and Regulations.

Admission

1 Section 7.2 Application General Rules and Guidelines.

2 Except for the application review by the Business Selection Committee, a
3 applications, letters of interest and business plans shall be treated as confidential
4 documents and are restricted for use by the Chamorro Village only.

5 (A) Application Preparation Orientation. All applicants shall be required to
6 attend a Chamorro Village pre-application orientation meeting. The purpose of this
7 meeting is to acquaint all prospective businesses with the requirements for the use of
8 the Chamorro Village facilities, programs and Standard Operating Procedures, and for
9 informing the applicant of the procedures for properly completing the appropriate
10 application forms.

11 (B) Application Deadline. Business applicants must submit all necessary
12 application documents as required by the Chamorro Village Manager, and as set forth in
13 the Rules and Regulations. Upon the initial receipt of the original letter of intent by the
14 prospective applicant and the provision of the necessary application documents, the
15 prospective business shall have Sixty (60) days to submit the complete application
16 otherwise the original documents may be placed in the inactive file.

17 (C) Screening Of Application. All applications shall be properly screened for
18 completeness prior to acceptance and review of application. Applicants whose
19 applications are incomplete will not be reviewed and considered for selection. The
20 Chamorro Village Manager shall be responsible for notifying the applicant of
21 incomplete documentation.

22 (D) Any business applicant, which prior to the submittal of the application and
23 during the review process, owns or operates a similar business establishment outside the
24 confines of the Chamorro Village, may not be eligible to attain a business shop within
25 the Chamorro Village.

Admission

1 (E) Should any business operating within the Chamorro Village desire to
2 expand its products or services, a written request must initially be submitted to the
3 Chamorro Village Manager for approval. Approval of such requests must be contingent
4 on the similarity of the product line with items presently being marketed by the
5 business. This requirement is due to the business plan originally submitted with the
6 original application.

7 (F) Individuals operating a business within the Chamorro Village, shall be
8 permitted to operate only One (1) shop at any particular point in time.

9 (G) Business Plan. All applications must be accompanied by a business plan.

10 Section 7.3 Rating Criteria.

11 Each business application or proposal shall be rated by the Business Selection
12 Committee according to the factors provided for in Appendix J of Chapter X of these Rules
13 and Regulations. Such Criteria Rating Forms may be reviewed and modified periodically
14 by the Business Selection Committee to reflect changing market conditions. Should any
15 changes be made by the Committee, such changes shall be consistent with the rules and
16 regulations set forth herein.

17 Section 7.4 Business Proposal.

18 Each prospective business applying for a shop within the Chamorro Village shall
19 be required to present a business plan as part of the application process. Such business
20 plans may be guided by the Business Proposal Outline as provided for in Appendix K of
21 Chapter X of these Rules and Regulations.

22 CHAPTER VIII

23 CONTRACTUAL SERVICES

24 Section 8.1 Contractual Services.

25 (A) The Department of Commerce may contract for the following services in
26 the management and operation of the Chamorro Village:

1. Security
2. Landscaping
3. Night Janitorial
4. Garbage Collection
5. L.P. Gas
6. Special Featured Local Exhibits
7. Management
8. Marketing

(B) Chamorro Village Management.

The Department of Commerce may contract with any individual, firm, or organization for the management of the Chamorro Village facility, if it deems necessary. Requirements for such arrangements shall include, but is not limited to, the following:

- (a) A minimum of Three (3) years of successful managerial experience,
- (b) Familiarity with the requirements for effectively operating a facility similar to the Chamorro Village,
- (c) Sensitivity to the mission and goals of the Chamorro Village, and
- (d) Extensive knowledge and experience in the marketing field.

Section 8.2 General Rules for Contractual Services.

All contracts entered into by the Chamorro Village and another party shall be in accordance with the established contractual services guidelines of the government of Guam and shall be approved by the Director of Commerce, the Attorney General, and the Governor.

1 CHAPTER IX

2 EXISTING BUSINESSES

3 Section 9.1 Status of Existing Businesses Upon the Adoption of the
4 Rules and Regulations.

5 The provisions set forth in these rules and regulations shall be applicable to all
6 existing and prospective businesses of the Chamorro Village, upon formal adoption. All
7 businesses presently located within the Chamorro Village shall hereby be provided the
8 opportunity to continue their operations following the promulgation of these Rules and
9 Regulations. Such businesses shall then be subject to the provisions set forth herein;
10 thus nullifying the applicability of the old rules and regulations in the management and
11 operation of the Chamorro Village. The Director of Commerce may, with cause, deny the
12 continuation of operation for vendors who have not exhibited good faith effort in the
13 operation of their business prior to the effective date of this provision. Such denial
14 shall be in writing and shall list the reason for the declination. The vendor may then be
15 granted Ten (10) days following the receipt of the notice to contest the decision in
16 writing.

17 CHAPTER X

18 CHAMORRO VILLAGE

19 LIST OF APPENDICES

- 20 1. Appendix A, Mini-pavilion / Truck Space Business Guidelines.
21 2. Appendix B, Guam Product Seal Program.
22 3. Appendix C, Marketing Grade Standards.
23 4. Appendix D, Nursery Vendor Guidelines.
24 5. Appendix E, Weekend/Special Events Standard Guidelines.
25 6. Appendix F, Air Conditioning Guidelines.
26 7. Appendix G, Sign Guidelines.

8. Appendix H, Impact Assessment Rates for Common Area Usage.
9. Appendix I, Criteria Rating Guidelines.
10. Appendix J, Criteria Rating Forms

APPENDIX A

CHAMORRO VILLAGE

MINI-PAVILION/TRUCK SPACE BUSINESS GUIDELINES

Rental of the mini-pavilions or truck spaces shall be provided on a daily basis, and the renter must abide with the rules and regulations governing the Chamorro Village, which include the following:

1. The Chamorro Village may rent to a business or individual a mini-pavilion space located in the Chamorro Village.
2. The term for the rent of the mini-pavilion shall be granted on a daily basis, with the option of extended time periods. The rental rate applied will be based on the Uniform Fee Schedule as established by the Chamorro Village.
3. The tenant must agree to pay the stipulated rent in advance on the day in which a space has been assigned.
4. The Chamorro Village upon receiving any payment for mini-pavilion space rental, shall issue a receipt stating the name of the tenant, the amount of rent paid, the designation of the specific mini-pavilion space.
5. The tenant must understand that the Chamorro Village will not furnish attendants for the mini pavilion spaces, each tenant is responsible for all articles and materials used during the period of lease. The Chamorro Village shall not be responsible for items left in the mini-pavilion space.
6. The tenant agrees to use the premises exclusively for the permissible uses, as authorized by the Chamorro Village.

1 APPENDIX B

2 CHAMORRO VILLAGE

3 GUAM PRODUCT SEAL PROGRAM

4 The following program guidelines are established to ensure that the participants
5 of the Guam Product Seal (GPS) program are in compliance with the standards
6 established with the Chamorro Village Local Products Business Category. This provision
7 allows for business assistance, support services and program support within the
8 confines of the Chamorro Village. Standard Guidelines:

9 1. Program Administration.

10 The Director of Commerce shall be responsible for the administration of the
11 Guam Product Seal Program, which may be administered within the confines of
12 the Chamorro Village. An individual who will act as a coordinator shall be
13 identified by the Director and assigned to oversee and manage the program. The
14 individual shall coordinate with the Chamorro Village Manager in carrying out
15 the following provisions:

- 16 a. Maintain the requirements of the Guam Product Seal Program
17 Mandates.
18 b. Conduct field Inspections and process all permits
19 c. Conduct workshops and exhibits on a periodic basis
20 d. Oversee and manage the Guam Product Seal Program display showcase
21 and promotions.
22 e. Provide business assistance to GPS permit holders.
23 f. Inspect and monitor the Local Products offered for display within the
24 Chamorro Village for compliance to the Guam Product Seal strictures.
- Advised by the*

1 2. Guam Product Seal Displays and Showcase.

2 The Guam Product Seal Coordinator shall be responsible for the
3 maintenance and management of the Guam Product Seal display.

4 a. Guam Product Seal permit holders shall be permitted and encouraged to
5 participate in the GPS Exhibits and Displays.

6 b. A Brochure of all the GPS products and firms shall be developed for
7 promotional and marketing purposes.

8 3. Guam Product Seal workshops and Business Assistance.

9 The Guam Product Seal program coordinator shall regularly coordinate
10 and schedule GPS workshops for the purpose of extending business assistance to
11 all eligible GPS permit businesses.

12 APPENDIX C

13 CHAMORRO VILLAGE

14 MARKETING GRADE STANDARDS

15 The following grading standards are established to help identify commodities
16 produced on Guam by distinguishing local products from imported products. These
17 standards allow for the development of a Marketing logo whose usage is limited
18 exclusively for the marketing of certified local agricultural and aquacultural products.

19 I. Grading Requirements.

20 a. Produce; if deemed necessary, the Department of agriculture shall conduct
21 such grading inspections.

22 Market-grade: Produce that exhibit usual shape, size, color and are free of
23 soil or damage.

24 Off-grade: Produce that show obvious signs of abnormalities from their
25 usual shape, size, color or have obvious signs of soil or damage

b. Aquatic Products; if deemed necessary, the Department of agriculture shall conduct such grading inspections.

Market-grade: Aquatic products that exhibit usual shape, size, color, freshness and that are free of foreign matter and spoilage.

Off-grade: Aquatic products that show obvious signs of abnormalities from their usual shape, size, color, freshness or have obvious signs of spoilage or foreign matter.

II. Technical Assistance.

Technical assistance will be provided by the Chamorro Village via the support agencies such as the Department of Agriculture, Department of Commerce and other pertinent government of Guam agencies to ensure that a grading program is successfully carried out.

III. Marketing Logo.

A Marketing Guam Logo will be developed by the Chamorro Village to be used as an identifier for produce and aquatic products that conform to the Chamorro Village grading standards.

IV. Program Guidelines and Registration.

1. Application requirements.

In order for a farmer, aquaculturalist or fishermen to be eligible to use the Marketing Logo and participate in the Chamorro Village Grading Standard, they must submit an application complete with:

a. Name of the participant applying for the program.

b. Mailing address and street address or location description.

c. A detailed description of the commodity or commodities for which the application is being submitted.

1 d. Certification that the information in the application is accurate and
2 correct, signed by the applicant or the person named of the
3 application; this signature shall be made at the time of the filing of
4 the application.

5 e. A certificate to use the Marketing logo may be issued by the Chamorro
6 Village Manager for the exclusive use of the applicant and may
7 neither be sold nor transferred in any other manner during the
8 course of its effective term.

9 V. Explanation of Terms.

10 Off-grade: A descriptive term for produce or aquatic products which have a
11 market value, designating a quality lower than acceptable for sale
12 under the Chamorro Village marketing standard program.

13 Market-grade: A descriptive term for produce or aquatic products which have a
14 quality acceptable for sale under the Chamorro Village Marketing
15 standard Program.

16 Usual Shape: For any variety, the produce or aquatic products in any lot shall
17 have the same general shape and type of growth, not greater than
18 Twenty-five Percent (25%) variation.

19 Usual Size: For any variety at the appropriate stage of maturity, the produce or
20 aquatic products in any lot shall have the same general size, not
21 greater than Twenty-five Percent (25%) variation.

22 Usual Color: For any variety at the appropriate stage of maturity, the produce or
23 aquatic products in any lot shall have the same general color or
24 color pattern.

Admission

1 Signs of Soil: Occurs when the individual pieces of produce or aquatic products
2 are caked with dirt, mud or other foreign material, or are badly
3 stained.

4 Signs of Damage: Occurs when any defect, or combination of defects, which
5 materially affects the appearance, wholesomeness or quality of the
6 individual pieces of produce or aquatic products.

7 VI. Exceptions to Grading Standards.

8 Exceptions to the adherence of the aforementioned grading standards within the
9 Chamorro Village may be granted due to the occurrence of a natural disaster, as
10 long as health requirements are met.

11 APPENDIX D

12 CHAMORRO VILLAGE

13 NURSERY VENDOR GUIDELINES

14 The following guidelines attempt to ensure that all plants and nursery products
15 are grown locally or propagated on Guam and are in compliance with the established
16 standards of the Chamorro Village.

- 17 1. Any and all plants and nursery products sold within the Chamorro Village
18 must comply with the established rules and regulations of the Village.
- 19 2. The Chamorro Village nursery facility is exclusively for the purposes of
20 plant sales and the storage of business property, merchandise and supplies
21 utilized for support of plant sales.
- 22 3. Nursery businesses shall be required to show proof of the propagation
23 methodology that all plants for sale are grown locally, if requested by the
24 Chamorro Village Manager.
- Admission

1 4. Plants imported will not be allowed for sale. A minimum period of Six (6)
2 months is required for propagation of imported plants to qualify plants for
3 sale in the Chamorro Village.

4 5. Nursery businesses may be permitted to display plants throughout the
5 Chamorro Village premises, however they must first be approved by the
6 Chamorro Village management.

7 **APPENDIX E**

8 **CHAMORRO VILLAGE**

9 **WEEKEND/SPECIAL EVENTS STANDARD GUIDELINES**

10 This section addresses the standard guidelines for the use of the Chamorro Village
11 common areas and types of activities/special events conducted during weekends and
12 weekdays. The following guidelines are presented:

13 1. **Weekend/Special Events Category.**

14 The Chamorro Village authorizes the use of designated common areas for
15 approved events to include, but not limited to, the following:

16 -Exhibits

17 -Trade Shows

18 -Special Programs

19 -Government Promotions

20 -Seminars

21 -Community/Social Activities

22 2. **Designated areas include:**

23 -Central Pavilion

24 -Sagan Dinana

25 -Mini-pavilion

Handwritten signature

1 -Parking Areas

2 -Limited areas in courtyards/walkways as defined

3 3. Activity Authorized:

4 -Businesses must obtain written approval of their activities from the
5 Chamorro Village management prior to an event.

6 4. Activity Time Period.

7 -All events and activities are strictly limited to the time frame approved by
8 the Chamorro Village management.

9 -Time period extensions for events or activities may only be granted
10 beyond the specified period, by the Chamorro Village Manager.

11 5. Scheduling Requirement.

12 -Request for scheduling must be made Fifteen (15) days prior to the
13 commencement date of the activity.

14 6. A Fee as provided for under the Chamorro Village Fee Schedule will be
15 assessed. Furthermore, associated fees for the use of support facilities may be waived by
16 the Chamorro Village Manager or the Director of Commerce for government and non-
17 profit organization sponsored events or activities; such waiver of fees shall only be
18 granted for non revenue generating events or for events that are explicitly co-
19 sponsored by the Department of Commerce.

20 APPENDIX F

21 CHAMORRO VILLAGE

22 AIR CONDITIONING GUIDELINES

23 I. All businesses desiring to install air conditioners in their shops shall
24 comply with the following standards:

25 a. Submission of an air-conditioning installation plan. The request and
26 proposal shall be approved prior to the installation of an air-conditioning

1 unit within the business shop. The proposal shall include the type of air
2 conditioners allowed, the power specification, and installation within the
3 premises and outside the facility. Specification Information shall be made
4 available upon request and placed on file.

5 b. Business Request. Requests for Air-conditioning must be in writing to the
6 Chamorro Village management.

7 c. Businesses shall be responsible for the installation costs of the air-
8 conditioning unit.

9 d. Submission of a maintenance plan and certification of installers is required.
10 (A maintenance contract with a qualified A/C firm will be sufficient for this
11 purpose.)

12 APPENDIX G

13 CHAMORRO VILLAGE

14 SIGN GUIDELINES

15 Any and all signs or banners that will be displayed by the businesses within the
16 Chamorro Village shall require the approval of the Chamorro Village Manager. The
17 following requirements shall be applicable to the erection of signs or banners by
18 respective businesses:

19 a. A written request shall be submitted to the Chamorro Village Manager for
20 approval of the sign/banner, which shall include the design and writing to
21 be exhibited in the sign.

22 b. The Chamorro Village Manager shall take into consideration the physical
23 and professional appearance of the proposed sign/banner, prior to any
24 approval for display.

25 c. Special event signs or banners may be displayed throughout the Chamorro
26 Village, with the written consent of the facility manager. Such signs or

banners shall be removed immediately following the completion of the function.

APPENDIX H

CHAMORRO VILLAGE

IMPACT ASSESSMENT RATES FOR COMMON AREA USAGE

I. Common Area Fees.

The following common area fees shall be applicable to all businesses operating within the Chamorro Village. The common areas identified include, but are not limited to, the following: lavatory facilities, pavilion shelters, tower, dining facility, water, parking lot, maintenance, security, advertisement, etc. The following schedule will guide the application of common area usage impact assessment. A percentage of rental fees will be assessed for the respective business categories. Each business shall pay the percentage of their rental fee listed below, which shall be submitted simultaneously with the monthly rental payment. Such fees shall be reviewed simultaneously with the review of the schedule of fees and modified, if necessary, to reflect market conditions.

Impact Assessment Rates:

Category		Rental Percentage
Category I.	Produce	5%
Category II.	Local Products	5%
Category III.	Seafood/Aquaculture	5%
Category IV.	Nursery	5%
Category V.	Food	5%
Category VI.	Other	5%

(Exhibits/Shows Special Events)

1 APPENDIX I

2 CHAMORRO VILLAGE

3 CRITERIA RATING GUIDELINES

4 The following guidelines shall be used by the Business Selection Committee in the
5 review and selection of businesses for pertinent categories permitted within the rules
6 and regulations. For rating purposes, the Business Selection Committee shall utilize the
7 standard criteria rating forms, as contained herein as Appendix J in Chapter X of these
8 Rules and Regulations.

9 I. Selection Committee Instructions.

10 1. Rating procedures. Each selection committee member will be given a rating
11 sheet and a proposal of each of the qualified vendors. All applications will be
12 referred to by its Control Number as assigned. This will be assigned on each
13 of the rating forms issued to the selection committee members.

14 a. All proposals must be rated and follow the scale as presented in the
15 rating form. A number rating and a printing of the number assigned is
16 required. Example: If a '10' is assigned, then 10 points spell out 'TEN' for
17 each criteria.

18 b. All criteria must be rated accordingly. Any criteria not rated will be
19 assigned a zero.

20 c. All proposals to be reviewed will be submitted by business category
21 only. Should a committee member require additional information on
22 the application or proposal, that member may request from the
23 Chamorro Village Manager or the subcommittee for that information if
24 it is available.

25 d. A 'remarks' section is provided to assist in the final evaluation of all
26 proposals. If a rating of '10' is given, the selection committee member is

1 asked to provide a justification of why this rate was assigned. This will
2 be included as part of the recommendation package to the Director of
3 Commerce in the final selection process. Should the rater wish to
4 include other conditions or suggestions, the rater may do so in this
5 Section and they shall be incorporated in the final review.

6 f. The selection committee shall be responsible for tallying the rating
7 forms issued. The committee will be responsible for summarizing the
8 totals and rank in order of the highest to the lowest. At this point, only
9 identifier numbers will be utilized. The chair will then, by business
10 category, submit the committee's recommendation to the Director of
11 Commerce for final action.

12 2. The Selection Committee shall act on a prospective business application no
13 later than Sixty (60) days following the receipt of the completed application
14 documents.

15 II. Waiting List.

16 All applicants meeting the minimum requirements for a business shop, but not
17 granted a shop due to limited space, shall be retained on a business waiting list and shall
18 remain on the list for a minimum time period of One (1) year.

19 APPENDIX J

20 CRITERIA RATING FORMS

21 Such forms may be revised periodically to reflect changing market requirements
22 and conditions, but such changes must be in compliance with established rules and
23 regulations for the Chamorro Village.

FORM A
CRITERIA RATING FORM
FOOD BUSINESS APPLICANTS

Committee Member Number: _____ Rating Date: _____

Business Application Number: _____

Any rating conducted for business applicants must take into consideration the goals and mission of the Chamorro Village, and the guidelines for establishing a business as set forth in the rules and regulations. Please rate the following criteria on a scale of One (1) to Ten (10). One (1) representing the lowest rating, Five (5) representing the average rating, and Ten (10) representing the highest.

Criteria

Rating

1. Food Preparation

- * Food prepared on-site
- * Food prepared off-site
- * Experience in Business
- * Local food items

Remarks: _____

2. Entrepreneurial Experience

- * New firm or business
- * Do not currently own or operate existing related businesses.

Remarks: _____

3. Consignment

- * Cooperative (non-profit) organized to operate and represent other food businesses

- * New firm/business to retail food specialties.

Remarks: _____

1 4. Good Standing _____

2 * Clearance with all government of Guam agencies

3 * Outstanding requirements currently being resolved

4 Remarks: _____

5 5. Product Diversification/Enhancement _____

6 * Unique product offering

7 * Product enhances Chamorro Village theme

8 * Product labeling/packaging

9 TOTAL POINTS _____

10 REMARKS/COMMENTS

11 This section is provided to assist in the final evaluation of all proposals. If a
12 rating of Ten (10) is given, a justification for such rating should be provided. Should the
13 rater wish to include other conditions or suggestions, the rater may do so in this Section,
14 which shall be incorporated into the final review of the business applicant.

15 _____
16 _____
17 _____
18 _____
19 _____

20 FORM B

21 CRITERIA RATING FORM

22 DRY GOODS/ARTS AND CRAFTS BUSINESS APPLICANTS

23 Committee Member Number: _____ Rating Date: _____

24 Business Application Number: _____

25 Any rating conducted for business applicants must take into consideration the
26 goals and mission of the Chamorro Village, and the guidelines for establishing a

1 business as set forth in the rules and regulations. Please rate the following criteria on a
2 scale of One (1) to Ten (10). One (1) representing the lowest rating, Five (5)
3 representing the average rating, and Ten (10) representing the highest.

Criteria

Rating

1. Local Product

* Registered products with the Guam Product Seal Program

- * Guam Product Seal registration currently being processed

* Guam Product Seal product exemption

Traditional

* 50% plus value-added

²⁰ Registered with the Guam Council on the Arts and Humanities Agency

* Will be registering with CAHA

Remarks:

2. Entrepreneurial Experience

* New firm or business

* Currently or had enrolled in government programs (CAHA, GPS, etc.)

* Do not currently own or operate existing related businesses.

Remarks:

3. Consignment

* Cooperative (non-profit) organized to operate and represent other similar businesses

* New firm/business to retail dry goods/arts and crafts specialties.

Remarks:

4. Good Standing

* Clearance with all government of Guam agencies

1 scale of One (1) to Ten (10). One (1) representing the lowest rating, Five (5)
2 representing the average rating, and Ten (10) representing the highest.

3	Criteria	Rating
4	1. Local Product	_____
5	* Registered products with the Guam Product Seal Program	
6	* Guam Product Seal registration currently being processed	
7	* Guam Product Seal product exemption	
8	Remarks: _____	
9	2. Entrepreneurial Experience	_____
10	* New firm or business	
11	* Currently or had enrolled in government programs (CAHA, GPS, etc.)	
12	* Do not currently own or operate existing related businesses.	
13	Remarks: _____	
14	3. Consignment	_____
15	* Cooperative (non-profit) organized to operate and represent	
16	other Guam Product Seal products	
17	* New firm/business to retail other Guam Product Seal products	
18	Remarks: _____	
19	4. Good Standing	_____
20	* Clearance with all government of Guam agencies	
21	* Outstanding requirements currently being resolved	
22	Remarks: _____	
23	5. Product Diversification/Enhancement	_____
24	* Unique product offering	
25	* Product enhances Chamorro Village theme	

* Product labeling/packaging

TOTAL POINTS _____

REMARKS / COMMENTS

This section is provided to assist in the final evaluation of all proposals. If a rating of Ten (10) is given, a justification for such rating should be provided. Should the rater wish to include other conditions or suggestions, the rater may do so in this Section, which shall be incorporated into the final review of the business applicant.

FORM D

CRITERIA RATING FORM

PRODUCE AND NURSERY BUSINESS APPLICANTS

Committee Member Number: _____ Rating Date: _____

Business Application Number: _____

Any rating conducted for business applicants must take into consideration the goals and mission of the Chamorro Village, and the guidelines for establishing a business as set forth in the rules and regulations. Please rate the following criteria on a scale of One (1) to Ten (10). One (1) representing the lowest rating, Five (5) representing the average rating, and Ten (10) representing the highest.

Criteria

Rating

1. Local Product/Nursery Products

* Registered farmer with the Department of Agriculture

1 * Registration currently being processed

2 Remarks: _____

3 2. Entrepreneurial Experience

4 * New firm or business

* Currently or had enrolled in government programs (DOAgr., GEDA, etc.)

* Do not currently own or operate existing related businesses.

7 Remarks: _____

3. Consignment

- * Cooperative (non-profit) organized to operate and represent other farmer's produce/nursery items

* New firm/business to retail other farmer's products

2 Remarks: _____

3 4. Good Standing

* Clearance with all government of Guam agencies

* Outstanding requirements currently being resolved

Remarks: _____

5. Product Diversification/Enhancement

* Unique product offering

* Product enhances Chamorro Village theme

* Product labeling/packaging

TOTAL POINTS _____

REMARKS / COMMENTS

This section is provided to assist in the final evaluation of all proposals. If a rating of Ten (10) is given, a justification for such rating should be provided. Should the rater wish to include other conditions or suggestions, the rater may do so in this Section, which shall be incorporated into the final review of the business applicant.

1 _____
2 _____
3 _____
4 _____
5 _____
6 **APPENDIX K**

7 **CHAMORRO VILLAGE**

8 **BUSINESS PROPOSAL OUTLINE**

9 Prospective businesses for the Chamorro Village shall be required to submit a
10 business proposal, as part of the application process. The following outline is therefore
11 provided as a guide to assist in the preparation of the business proposal.

12 **I. Description of Business.**

13 Briefly describe the business activity that will be conducted at the Chamorro
14 Village.

15 **II. Products/Services.**

16 What products or services will the business be providing at the Chamorro Village.

17 **III. Unique Qualities of Product.**

18 Please describe the unique aspect of the products or services that will be sold at
19 the Chamorro Village, how does it differ from other products/services.

20 **IV. Production Process and Raw Materials.**

21 What steps or process are required for the production of the items or services that
22 will be provided.

23 What type of raw materials, if any, will be utilized and where will such items be
24 obtained?

25 **V. Target Market.**

26 Describe the customers that you will be targeting for the sale of your products.

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1 1. FULL NAME OF APPLICANT/BUSINESS (Please print or type)
2 _____(
3 (Last) (First) (Middle Initial) (SS# or EIN#)
4 2. BUSINESS ADDRESS:
5 _____(
6 (a) Mailing
7 _____(
8 (b) Street Address (c) Business Phone/Contact No.
9 3. DESCRIPTION OF BUSINESS ACTIVITY:
10 _____
11 4. DOING BUSINESS AS (Business, Trade or Fictitious Name)
12 _____
13 5. TYPE OF FIRM:
14 // Sole Proprietor // Partnership // Corporation // Other
15 6. VENDOR CATEGORY FOR THIS APPLICATION:
16 (a) Local Products (b) Nursery (c) Seafood
17 // Guam Product Stall // Stall // Stall
18 // Traditional Arts & Craft // Truck Sales // Truck Sales
19 // Contemporary Arts & Craft (go to #7) (go to #7)
20 (d) // Food Vendor (e) Produce Vendor
21 // Stall
22 // Truck Sales (go to #7)
23 7. Truck Sales Only. Please indicate day(s) of operation:
24 Mon _____ Tues _____ Wed _____ Thurs _____ Fri _____ Sat _____ Sun _____

1 I certify that the above statements are true and correct to the best of my knowledge and belief.

2 _____
3 Authorized Signature/Title

_____ Date

4 _____
5 **FOR USE BY CHAMORRO VILLAGE MANAGEMENT ONLY**

6 Remark: _____
7 _____
8 _____

9 Chamorro Village Manager

_____ Date

10 Application: // Approved // Disapproved

11 Use Permit No. Issued: _____
12 _____

13 Director of Commerce

_____ Date

14 **CHAMORRO VILLAGE**

15 **EXHIBIT APPLICATION**

16 Department of Commerce, Government of Guam, 102 M Street, Tiyan, Guam 96913

17 Submission Date: _____ 19____

18 1. Applicant's Name: _____

19 (Name of Firm or Individual)

20 2. Contact Person: _____

21 3. Applicant's Address: _____

22 (a) Mailing: _____

(b) Business Location: _____

(c) Contact Number(s) _____

23 _____
24 _____
25 4. Type of Organization: // Business *Handwritten: 1* Nonprofit // Government Sponsored

1 5. Description of Exhibit:

2 _____

3 6. Types of Logistical Requirements and Facility Support:

4 // Exhibit Self Contained // Require CV Logistics Support (type: _____)

5 7. Duration of Exhibit: Date: _____ Time: _____

6 8. _____ 19____

7 Authorized Signature

Date

8 Administrative Requirements:

9 I. Sales Allowed During Exhibit Period.

10 1. If exhibited products meet Chamorro Village Requirements.

11 2. If yes, exhibitors must arrange with appropriate vendors to have products sold consignment
12 or directly to patrons of the CV, unless otherwise authorized.

13 II. Filing for Reservations.

14 1. Exhibitors are required to apply with the Chamorro Village Thirty (30) days prior to the
15 scheduled event. (This is for CV promotional purposes and requirements.)

16 FOR USE OF THE CHAMORRO VILLAGE PUBLIC MARKET ONLY

17 Remarks: _____

18 _____

19 _____

20 Chamorro Village Manager

Date

21 Exhibit Application: // Approved // Disapproved

22 Exhibit Use Permit No. _____

23 _____

24 Director of Commerce

Date

Handwritten signature

I SENGSONG CHAMORRO (THE CHAMORRO VILLAGE)
DEPARTMENT OF COMMERCE, GOVERNMENT OF GUAM

102 M Street, Tiyan, Guam 96913

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT, made by and between the Department of Commerce,
Government of Guam, the LESSOR, and the LESSEE, _____,
U.S. citizens, legal resident of the United States, licensed to do business on Guam, whose
address is _____.

WITNESSETH

WHEREAS, the LESSEE, did submit on the _____, 19_____, to
the Chamorro Village, Department of Commerce, Government of Guam, an application to
lease government real property described as _____
_____.

NOW THEREFORE, in consideration of the terms, covenants and conditions set forth
in this lease, the parties agree as follows:

1. LESSOR leases to LESSEE and LESSEE hires and takes from LESSOR that
certain building which is referred to as the leased premises, situated in the Chamorro
Village area, in Agana, Guam, the area, location, and description of which is more
particularly indicated on the described Exhibit A attached hereto and made a part hereof,
together with all improvements in connection therewith. The leased premises are a
portion of the Chamorro Village area, containing other store buildings, a parking area,
and common facilities for the use and benefit of all tenants of the Village.

2. LESSOR, throughout the term of this lease, shall maintain and keep the
parking area and common facilities of the VILLAGE in good order, condition and repair,
including adequate lighting, painting, drainage, supervision, and the like, but all costs
and expenses incurred in connection therewith, including, but not limited to janitorial

1 expense and repairs shall be charged to the tenants of the entire market. LESSEE shall
2 pay 5% of the total of Lessee's total rental payment as its pro rata share which shall be
3 submitted at the same time as LESSEE'S monthly rental payment. -

4 3. Basic Rent. LESSEE shall pay LESSOR as a fixed minimum annual rental for
5 the term of this lease at the office of the Manager of the Chamorro Village, beginning
6 _____, 19_____. The basic rent shall be _____
7 _____ dollars (\$_____) and will continue as such. Payment of
8 such rent shall be made on or before the tenth day of each month at the office of the
9 Chamorro Village Manager. Such rent may be adjusted every three (3) years to reflect
10 Chamorro Village management, as set forth in the Rules and Regulations.

11 4. LESSEE shall be responsible for the payment of the following utilities:

12 _____
13 _____
14 _____

15 5. The lease shall be for a term beginning on _____ and
16 ending on _____, with an option to renew the lease for another year
17 upon the same terms and conditions contained in this lease, except that the payment of
18 rent shall be adjusted to reflect any increases/decreases in rent, as set forth in the Rules
19 and Regulations governing the management and operation of the Chamorro Village.
20 This lease agreement may be nullified or discontinued at the renewal date by the
21 Director of Commerce, for justifiable reasons, which may include and is not limited to
22 non-compliance with Chamorro Village Rules and Regulations and Standard Operating
23 Procedures. The LESSOR shall notify the LESSEE of any proposed increase/decrease in
24 the rental fee within ninety (90) days of the effective date of the increase/decrease.
25 LESSEE shall give ninety (90) days prior notice to the LESSOR by registered mail of

1 LESSEE'S decision to exercise the option to renew. All rental payments are to be made
2 payable to Chamorro Village Revolving Fund, Department of Commerce.

3 6. LESSEE has deposited with LESSOR the sum equivalent to one (1) months full
4 rent, receipt of which is acknowledged by LESSOR, as security of the full and faithful
5 performance of each term provision, covenant, and condition of this lease. In the event
6 LESSEE defaults in respect of any of the terms, provisions, covenants, or conditions
7 hereof, including but not limited to payment of rent, LESSOR may use, apply, or retain
8 the whole or any part of such security for the payment of any rent in default or for any
9 other sum which LESSOR may spend or be required to spend by reason of LESSEE'S
10 default.

11 7. Purposes: The purpose of this lease is to conduct the business of (identify
12 business activity and products to be sold) _____

13 _____ No part of
14 leased premises shall be used for any other purpose without the prior written consent of
15 LESSOR.

16 8. Business Hours. LESSEE will operate the leased premises and have the same
17 fully open and available for business during the regular hours of operation of the
18 Chamorro Village, as specified within the Rules and Regulations governing the
19 management and operation of the facility.

20 9. All improvements constructed on the premises by LESSEE as permitted by
21 this lease shall be owned by LESSEE until expiration of the term or sooner
22 termination of lease. LESSEE shall not remove any improvements from the premises
23 nor waste, destroy, or modify any improvements on the premises, except as permitted by
24 this lease. LESSEE shall not use the premises in any unlawful, improper, or offensive
25 manner and shall comply with and observe ~~all~~ existing laws enforced or to be enforced.
26 The use of the premises shall be for the specific commercial purpose approved by the

LESSOR. LESSEE, with the approval of the Director of Commerce, may make additional improvements to the premises but only if such improvements are related to the initial purpose approved by the lease.

10. At the normal expiration of term, provided is not then in default, LESSEE shall have the right to remove any or all fixtures or improvements, or both, provided that right of possession of the premises is returned to the lessor with the premises and remaining improvements in safe condition, and further provided that all resultant injuries to the premises and remaining requirements respecting the resultant appearance. All fixtures or improvements remaining on the premises after LESSEE'S election to remove has expired shall become the property of LESSOR. Any lien claim or security interest in such property shall remain the obligation of LESSEE. LESSEE agrees to indemnify and hold harmless LESSOR against any lien or claim against such property remaining on the premises. The LESSEE shall provide the LESSOR with a minimum of thirty (30) days notice on desire to voluntarily vacate the premises.

11. LESSEE shall hold LESSOR harmless from and against all attachments, lien charges, and all expenses resulting from this lease.

12. LESSEE shall agree to maintain strict and limited control of the keys for the leased premises.

13. LESSEE shall not sell, assign, mortgage, or transfer in any way this leasehold or any rights or interest therein or create a security in the public land leased.

14. There shall be no discrimination against the use and enjoyment of the leased premises nor shall there be any policy which supports or discriminates against anyone according to race, color, creed, national origin or religion.

15. LESSEE shall indemnify, defend and hold the LESSOR harmless against any claim or demand by third persons for loss liability or damage, including claims for

1 property damage, personal injury or wrongful death arising out of any accident on the
2 leased premises.

3 16. In case the LESSOR shall, without any fault on its part be made a party to
4 any litigation commenced by or against the LESSOR by third party, all reasonable costs
5 and expenses incurred by the LESSOR shall be paid by the LESSEE, provided LESSOR has
6 given written notice to lessee and afforded LESSEE the opportunity to defend the LESSOR.

7 17. The LESSOR shall have a lien on all the improvements placed on the said
8 premises by the LESSEE, on all property kept or used on the premises, whether the same
9 is exempt from execution or not and on the rents of all improvement situated on said
10 premises for all such costs, attorney's fees, rent reserved, for all taxes and assessments
11 paid by the LESSOR on behalf of LESSEE and for the payment of all money as provided in
12 this lease to be paid by LESSEE, and such lien shall continue until the amounts are paid.

13 18. If the LESSEE shall fail to yield or pay rent at the time and in the manner
14 described in Paragraph (3) or shall become bankrupt, or shall abandon the said
15 premises, or if this lease and the premises shall be attached or otherwise be taken by
16 operation of law, or if any assignment be made of the Lessee's property for the benefit
17 of creditors, or shall fail to observe or perform any of the covenants, terms and
18 conditions herein contained and on its part to be observed and performed, LESSOR shall
19 so notify by personal service, registered mail or certified mail to LESSEE at its last known
20 address. If such breach or default shall continue for a period of fifteen(15) days, upon
21 notification LESSOR may at once reenter such premises or any part thereof and upon or
22 without such entry, at its option, terminate this lease without prejudice or any other
23 remedy or right of action for arrears or rent or for any proceeding or other breach of
24 contract. In the event of such termination, all improvements shall remain and become
25 the property of the LESSOR.

1-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25

1 19. LESSOR reserves the right to enter the LESSEE'S leased property for the
2 purpose of maintaining or adding public utilities, provided however in the exercise of
3 such rights, the LESSOR shall not unreasonably interfere with the LESSEE'S use and
4 enjoyment of the premises for the purpose stated in Paragraph (7).

5 20. Acceptance of rent by the LESSOR shall not be deemed a waiver of any
6 breach by the LESSEE of any term, covenant or condition of this lease, nor of the
7 LESSOR'S right to declare and enforce a forfeiture for any such breach by the LESSEE of
8 any term, covenant or condition of this lease, and for the future of the LESSOR to insist
9 upon strict performance of any such term, covenant or condition or to exercise any
10 option herein conferred in any one or more instances, shall not be construed as a
11 waiver or relinquishment of any term, covenant, condition or option.

12 21. Insurance Companies. All policies of insurance to be kept and maintained
13 in force by the respective parties hereto shall be obtained from good and solvent
14 insurance companies.

15 22. Lessee to obtain Liability Insurance. LESSEE shall, at its own expense, at all
16 times during the term of this lease, maintain in force a policy or policies of insurance,
17 written by one or more responsible insurance carriers approved by LESSOR, which will
18 insure LESSOR against liability for injury to or death of persons or loss or damage to
19 property occurring in or for any one person killed or injured, \$300,000.00 dollars for
20 any one accident, and \$300,000.00 dollars for property damage.

21 23. LESSEE to obtain Worker's Compensation Insurance. LESSEE Shall maintain
22 and keep in force all employee's compensation insurance required under the laws of the
23 territory of Guam.

24 24. LESSEE to obtain fire insurance on fixtures and inventory. LESSEE shall
25 maintain in force, at all times during the term of this lease, on all fixtures and

1 equipment in the leased premises, a policy or policies of fire insurance in companies
2 approved by lessor, and an adequate inventory insurance.

3 25. LESSEE shall, at the termination of this lease, vacate the leased premises in
4 as good condition as they were at the time of entry thereon by LESSEE, except for
5 reasonable use and wear thereof, acts of GOD, or damage by casualty beyond the control
6 of LESSEE, and on vacating shall leave leased premises free and clear of all rubbish.

7 26. LESSOR shall have access to the lease premises, and each part thereof with
8 proper notification to the LESSEE (with the exception of emergency situations), during
9 LESSEE'S regular business hours for the purpose of inspecting the same, making
10 repairs, and posting notices which LESSOR may deem to be for the protection of LESSOR
11 or the leased premises.

12 27. Should LESSOR incur any expense in enforcing any provision of this lease,
13 LESSEE shall pay to LESSOR any expenses so incurred.

14 28. This lease may be modified or amended only by a writing duly authorized
15 and executed by both LESSOR and LESSEE. It may not be amended or modified by oral
16 agreements or understanding between the parties unless the same shall be reduced to
17 writing duly authorized and executed by both LESSOR and LESSEE.

18 29. All notices or demands of any kind which LESSOR may be required or may
19 desire to serve on LESSEE may be served on LESSEE (as an alternative to personal
20 service) by leaving a copy of such demand or notice, or by mailing a copy thereof by
21 registered or certified mail, postage paid, addressed to LESSEE at the leased premises or at
22 such other address as may from time to time be designated by LESSEE in writing to
23 LESSOR. Service shall be deemed complete at the time of the leaving of such notice as
24 aforesaid or within 5 days of mailing of same. All notices and demands from LESSEE to
25 LESSOR may be similarly served on LESSOR at the Office of the Manager of the Chamorro
26 Village.

1 30. Following the first year of the lease agreement for the use of a business
2 shop within the Chamorro Village, the LESSEE shall be responsible for notifying the
3 LESSOR of the establishment and operation of a secondary business outside of the
4 Chamorro Village, if applicable.

5 31. The LESSEE acknowledges that the applicability of the Commercial Lease
6 Agreement is subject to compliance with the provisions set forth in the Chamorro
7 compliance shall void such agreement (as specified in the Rules and Regulations).

8 IN WITNESS WHEREOF, the parties have executed this lease at _____ on
9 the day and year written below.

10 _____
11 Director Lessee (Authorized Signature)
12 Department of Commerce Building No. _____
13 Date: _____ Date: _____

14 Approved:

15 _____

16 Attorney General of Guam

17 CHAPTER XII

18 SEVERABILITY

19 If any part or section of these Rules and Regulation is declared to be invalid by a
20 court of law or administrative tribunal for any reason, the remaining sections of the
21 regulations shall not be affected and shall remain valid and enforceable.