

Kantoor van die
Hoof:
Bestuursdienste

MEMORANDUM

Office of the
Head:
Management
Services

e-pos: cgroenewald@overstrand.gov.za
Tel: 028-3138001
Fax: 028-3138030

12 Augustus 2008

Die Munisipale Bestuurder

GOEDKEURING VIR AANBRING VAN TYDELIKE PLAKKATE: POLITIEKE PARTYE

Die Overstrand Munisipaliteit beskik tans nie oor 'n gekonsolideerde verordening wat onder andere bogemelde reguleer nie. Daar is tans 'n taakgroep, onder voorsitterskap van die Direkteur: Infrastruktuur en Beplanning, besig met 'n konsultasieproses om aan 'n voorgestelde konsepverordening gestalte te gee.

Ten einde in die interim die vertoon van tydelike advertensies (plakkate) aan te spreek het die voormalige Uitvoerende Burgemeester die beleid wat as bylaag 'A' aangeheg is, goedgekeur. (Paragrafe 2, 11, 12, 13 en 18 sowel as die bylaag daartoe is hier van belang.)

Met die aanloop tot die April 2004 Nasionale en Provinsiale Verkiesing is die beleid, spesifiek wat verkiesings betref, gewysig en wel soos aangedui op bylaag 'B'.

Die beleid is, weer spesifiek wat verkiesings betref, verder gewysig voor die Maart 2006 Munisipale Verkiesing. Sien in die verband bylaag 'C'.

Die onderskeie beleide maak nie voorsiening vir die aanbring van politieke plakkate wat nie aan 'n **spesifieke verkiesing, vergadering, funksie, byeenkoms**, ensovoorts gekoppel is nie. (Sien in die verband paragrafe 11, 12 en 18 van bylaag 'A', paragraaf 3.1.6. van bylaag 'B' en klousule 2.7 van die ooreenkoms aangeheg tot bylaag 'C'.)

[Ek meld ook terloops dat die George-uitspraak waaroor ons gesprek gevoer het nie gerapporteer is nie maar dat dit blykbaar oor die oortreding van een van hul verordeninge gehandel het. Ek het ook die Verkiesingswet, 73 van 1998 en die Wet op Plaaslike Regering: Munisipale Verkiesings, 27 van 2000 nagegaan en geen van die wetgewing spreek die onderwerp onder bespreking aan nie. Artikel 92 van eersgenoemde wet en artikel 72 van laasgenoemde wet spreek slegs die vandalisering, ensovoorts van politieke plakkate tydens verkiesings aan.]

Indien die aanbring van politieke plakkate *wat nie aan 'n verkiesing, vergadering, funksie, byeenkoms*, ensovoorts gekoppels is nie, "gewettig" wil word sal bepaalde beheermaatreëls in plek gestel moet word – met in agname van ons gure weersomstandighede van tyd tot tyd en die effek daarvan wat dit op tydelike plakkate het/kan hê. In dié verband doen ek aan die hand dat die ooreenkoms tot bylaag 'C' *mutatis mutandis* vir die doel gebruik word behalwe vir die wysiging daarvan om

- voorsiening te maak vir die verwysing na *politieke plakkate met 'n spesifieke boodskap* in die plek van *verkiesings plakkate*; en

- voorsiening daarvoor te maak dat *politieke plakkate met 'n spesifieke boodskap* slegs vir 'n tydperk van 21-dae aangebring mag word waarna die **betrokke plakkate** verwyder moet word en met plakkate wat 'n ander boodskap uitdra vervang mag word – onderworpe natuurlik daaraan dat die nodige deposito nie verbeur is nie.

Ek heg insgelyks 'n ooreenkoms as bylaag 'D' aan met die voorgestelde wysings hiervoor na verwys reeds daarin aangebring.

Ek doen derhalwe aan die hand dat die Munisipaliteit se beleid met betrekking tot die aanbring van tydelike plakkate gewysig word om, in die tydperk voor 'n verkiesing geproklameer word, vir die **aanbring van politieke plakkate met 'n spesifieke boodskap** vir 'n tydperk van hoogstens 21-dae, voorsiening te maak en vir doeleindes waarvan die ooreenkoms aangeheg as bylaag 'D', goedgekeur word.


COENIE GROENEWALD
HOOF: BESTUURSDIENSTE

Die Uitvoerende Burgemeester

Ek beveel aan dat die Munisipaliteit se beleid met betrekking tot die aanbring van tydelike plakkate gewysig word om, in die tydperk voor 'n verkiesing geproklameer word, vir die **aanbring van politieke plakkate met 'n spesifieke boodskap** vir 'n tydperk van hoogstens 21-dae, voorsiening te maak en dat vir doeleindes hiervan die ooreenkoms aangeheg as bylaag 'D', goedgekeur word.


WERNER ZYBRANDS
MUNISIPALE BESTUURDER
13 Augustus 2008

Die Munisipale Bestuurder

Aanbeveling goedgekeur / ~~afgekeur~~ / ~~goedgekeur~~ met die volgende wysigings:


RDL THEO BEYLEVELDT
UITVOERENDE BURGEMEESTER
18 Augustus 2008

Policy for the exhibition of temporary advertisements

(Executive Mayor resolution 4.3 dated 29 October 2003, as amended on 13 February 2004)

1. No person shall affix, attach, fasten, display or distribute or cause to be displayed or distributed any advertising matter in or in view of any street without the explicit authority of the Council and unless the applicable charges prescribed in paragraph 14 have been paid.
2. No advertisement relating to any function, event or presentation outside the municipality, excluding advertisements relating to charitable, religious, cultural, educational, sporting, political, art or civil functions or meetings, shall be displayed or distributed in any manner.
3. The display of advertisements purely for commercial advertising is not permitted, provided that any poster erected or displayed by a person for a commercial advantage which related to a sport, the arts or cultural event may be permitted, despite the display of that poster being purely for commercial advertising.
4. An advertisement shall be attached in such a manner that it will not become wholly or partially dislodged by wind or rain, to a neat and strong board made of wood or other suitable material approved by the Council and neither such board or other material nor the advertisement itself shall measure more than 0.9 m by 0.6 m.
5. A board or material as prescribed in paragraph 4 shall not be placed on or against or be attached to or otherwise supported by any transformer box, telegraph pole, traffic light or sign or other structure or thing erected by the Council or the Provincial or National Government, or any other walls, fences, trees, rocks or other natural features, except on or against an electric pole in a street.
6. A board or material as prescribed in paragraph 4 shall be affixed securely with wire of not exceeding 8 and not less than 10 standard wire gauge, stout string or plastic fastening.
7. No board or material shall be placed in such a position or fastened in such a manner as is likely in the opinion of the Council to constitute a danger to any vehicular traffic or pedestrian in any street.
8. Advertisements must be affixed at least 210 cm above the ground and may not be displayed within 10 m of any road traffic sign, traffic signal or intersection.

9. Only one advertisement per function (or event) per body or political party may be displayed on any one pole.
10. The name of the host organisation, the date of the function and the venue must appear on the advertisements.
11. No advertisement relating to a meeting, function or event other than an election shall be displayed for longer than 14 days before the day on which it begins or longer than 3 days after the day on which it ends.
12. Election advertisements may be displayed from the date on which an election is proclaimed, provided that no advertisement shall be displayed for longer than sixty (60) days before the day on which the first polling day of the election starts, and must be removed not later than 7 days after the day on which the election ends.
13. The maximum number of advertisements to be displayed at any one time relating to a meeting, function, event or election, shall be determined by the Municipal Manager.
14. No advertisement shall be placed, displayed or distributed in any street unless the appropriate sum, as determined by the Municipal Manager from time to time, has first been paid to council.
15. For control purposes stickers equal to the number of advertisements approved and on which the date on which the advertisement is to be removed is stamped, shall be issued and the applicant shall affix a sticker to each advertisement. All advertisements displayed without the prescribed sticker shall be removed by the Council.
16. The Council shall itself remove the advertisements which have not been removed within the period specified and the person who displayed such advertisement or caused it to be displayed shall be liable to refund to Council an amount of R50,00 per advertisement so removed and for purposes of which an applicant shall sign undertaking when applying for approval in terms of paragraph 1.
17. That council's authority in terms of this policy be delegated to the Municipal Manager, the latter to sub-delegate such authority to such subordinates as he deems fit.

18. For purposes of the execution of this policy, unless the context otherwise indicates –

“advertisement” means any temporary poster, advertising material or sign which is visible from a street in any way whatsoever, and the purpose of which is to advertise any event or matter, including an election advertisement;

“election advertisement” means any advertisement or advertising apparatus which is visible from a street in any way whatsoever and which is displayed in connection with a National, Provincial or Municipal elections, a referendum or a Municipal by-election.

“street” means any public street, avenue, sidewalk, public open space or park within the area of the jurisdiction of the Overstrand Municipality.

19. The provision of paragraph 14 is not applicable on an organ of state as provided for in section 239 of the Constitution, 1996.

OVERSTRAND MUNICIPALITY

APPLICATION TO EXHIBIT TEMPORARY ADVERTISEMENTS

1. I, the undersigned (full names), in my capacity as of (organisation), hereby apply for permission to exhibit(number) temporary advertisements from(date) to (date), both days inclusive.
2. The advertisements relate to (meeting/function/event) on (date).
3. I confirm that a copy of the Overstrand Municipality's Policy for the Exhibition of Temporary Advertisements has been made available to me.
4. I undertake* / confirm that I am duly authorised on behalf of (organisation) to undertake*
 - 4.1 to comply with the provisions of the municipality's policy mentioned in paragraph 3;
 - 4.2 to maintain the advertisements for the duration of this approval;
 - 4.3 should the municipality itself remove the advertisements which have not been removed within the period specified in paragraph 1, to refund to the municipality an amount of R50,00 per advertisement so removed.

Signed at on this day of 20.....

Signature

Postal address:

Street address:

.....
.....
.....

.....
.....
.....

Telephone number:
Cellphone number:
Fax number:
E-mail:

| | |
|---|--------------------------|
| FOR OFFICIAL USE | |
| 1. Number of temporary advertisements approved: | |
| 2. Amount paid: R..... | 3. Receipt number: |
| 4. Municipal Manager* Area Manager: Hangklip / Kleinmond* Hermanus* Stanford* Gansbaai* | |
| Copy for your information. | |
| Municipal Manager* / Area Manager (.....) | |
| Date: 20..... | |

* Delete which is not applicable

**DETERMINATION BY THE MUNICIPAL MANAGER IN TERMS OF THE
OVERSTRAND MUNICIPALITY'S POLICY FOR THE EXHIBITION OF
TEMPORARY ADVERTISEMENTS**

1. Paragraph 13:

Maximum number of advertisements per applicant:

* Meeting / Function / Event:

* Election:

2. Paragraph 14:

Non-refundable

Amount to be paid per advertisement:

**J F KOEKEMOER
MUNICIPAL MANAGER**

13 February 2004

Kindly take notice that, for purposes of the forthcoming 2004 election, the aforesaid policy has been amended to the effect that:

1. The restriction on the maximum number of election advertisements to be displayed at any one time has been uplifted.
2. The requirement for stickers to be affixed to election advertisements has been withdrawn.
3. Paragraphs 1 and 2 above are however subject to the following:
 - 3.1 Political parties shall at all times adhere to the municipality's Policy for the Exhibition of Temporary Advertisements, which inter alia includes the following:
 - 3.1.1 Advertisements must be affixed at least 210cm above the ground;
 - 3.1.2 Advertisements may not be displayed within 10m of any road traffic sign, traffic signal on intersection;
 - 3.1.3 Advertisements may only be affixed on an electric pole in a street;
 - 3.1.4 Only one advertisement per political party may be displayed on any one pole;
 - 3.1.5 Advertisements shall at all times be maintained by political parties; and
 - 3.1.6 Election advertisements must be removed not later than 7-days after the day on which the election ends – the said advertisements must thus be removed by not later than April 21, 2004.
 - 3.2 Political parties shall pay a deposit of R250,00 for the display of election advertisements.
4. Failing to comply with the municipality's policy will result in:
 - 4.1 a fine of R100,00 per advertisement to be imposed in terms of the municipality's Regulations relating to Advertising Signs and the Disfigurement of the Front or Frontage of Streets, as amended, upon the person who applied for the exhibition of temporary advertisement(s); and
 - 4.2 the temporary advertisement(s) to be removed by the municipality at the expense of the applicant in terms of the aforesaid regulations.

C

From: Coenie Groenewald
To: Hekriel@xsinet.co.za, Hermanus@anc.org.za, Johan...
Date: Wed, Jan 4, 2006 12:16 PM
Subject: Exhibition of Temporary Election Advertisements

1) IEC OVERSTRAND: PARTY LIAISON COMMITTEE MEMBERS:

The discussion in respect of the above during the IEC PLC meeting on Wednesday, December 7, 2005 and my subsequent e-mail dated December 12, 2005 refer.

ALL political parties contesting the municipal election on 1 March 2006 and who wish to exhibit temporary election advertisements in Overstrand must conclude the attached agreement with the municipality **prior to exhibiting any temporary election advertisements**. The purpose of the agreement is *inter alia* to do away with the current system of stickers to be affixed on temporary election advertisements and the restriction, save for clauses 2.1 and 2.6 of the agreement, on the number of election advertisements to be displayed.

Representatives of political parties can contact Ms Nellie Liebenberg from the office of the Acting Director: Corporate and Community Services to sign the agreement. Her office is situated in the Corporate Head Office of the Overstrand Municipality, Civic Centre, Hermanus and she can be reached on telephone number (028)313-8108. Mr Roderick Williams, Acting Director: Corporate and Community Services is the responsible director and can also be contacted at the aforementioned telephone number.

Political parties are kindly requested not to deviate from the provisions of this agreement.

2) AREA MANAGERS (ASSISTANT) GANSBAAI, HERMANUS, KLEINMOND, STANFORD.

Kindly note the content of this e-mail and direct all enquiries to Nellie Liebenberg/Roderick Williams.

Independent ward candidates need also to enter into an agreement with the municipality and they should also be directed to Nellie.

3) ACTING DIRECTOR: CORPORATE AND COMMUNITY SERVICES.

For your information. Will you please make the necessary arrangements so that law enforcement can be coordinated throughout the whole area of jurisdiction of the municipality?

4) MS MOSILI KOLOKO, IEC OFFICE.

Kindly forward copies of this e-mail and agreement to PLC members not having e-mail facilities (i.e. UDM, PAC and IFP, etc.)

Regards,

Coenie Groenewald

Telephone: (028)313-8001
Fax: (028)313-8030
Mobile: 082-552-9555
E-mail: cgroenewald@overstrand.gov.za

CC: Cecile Jonkheid, Francois Myburgh, Hanlie van To...

AGREEMENT

in respect of the

**EXHIBITION OF TEMPORARY
ELECTION ADVERTISEMENTS**

entered into by and between

OVERSTRAND MUNICIPALITY
(hereinafter referred to as the 'MUNICIPALITY')

and

.....
(Name of political party)
(hereinafter referred to as the 'PARTY')

WHEREAS the PARTY wishes to exhibit temporary election advertisements for purposes of the local government election which is to take place on 1 March 2006 (the 'ELECTION'); and

WHEREAS the MUNICIPALITY needs to regulate the exhibition of temporary election advertisements in order to strike a balance between temporary political advertising opportunities and the conservation of visual, tourist and traffic safety characteristics.

NOW THEREFOR THIS AGREEMENT PROVIDES AS FOLLOWS:

1.

In this agreement, unless the contrary appears from the context, the following words have the meanings as stated:-

"election advertisement" means any advertisement or advertising apparatus which is visible from a street in any way whatsoever and which is displayed in connection with the ELECTION: Provided that nothing contained in this agreement shall apply to a poster or other advertisement relating to the ELECTION which is displayed in or on a private motor vehicle parked or being driven in a street or other public place; and

"street" means any public street, avenue, sidewalk, public open space or park within the area of the jurisdiction of the MUNICIPALITY.

2.

The PARTY shall comply with or causes the following requirements to be complied with:

2.1

An election advertisement shall not be placed on or against or be attached to or otherwise supported by any transformer box, telegraph pole, traffic light or sign or other structure or thing erected by the MUNICIPALITY or the Provincial or National Government, or any other walls, fences, trees, rocks or other natural features, except on or against an electric pole in a street.

2.2

An election advertisement shall be attached in such a manner that it will not become wholly or partially dislodged by wind or rain, to a neat and strong board made of wood or other suitable material approved by the MUNICIPALITY and neither such board or other material nor the advertisement itself shall measure more than 0.9 m by 0.6 m.

2.3

A board or material as prescribed in clause 2.2 shall be affixed securely with wire of not exceeding 8 and not less than 10 standard wire gauge, stout string or plastic fastening.

2.4

No board or material shall be placed in such a position or fastened in such a manner as is likely in the opinion of the MUNICIPALITY to constitute a danger to any vehicular traffic or pedestrian in any street.

2.5

Election advertisements must be affixed at least 210 cm above the ground and may not be displayed within 5 (five) meters of any road traffic sign, traffic signal or intersection.

2.6

Only one advertisement per political party or political party ward candidate may be displayed on any one pole.

2.7

Election advertisements may be displayed from the date on which the ELECTION is proclaimed, provided that no advertisement shall be displayed for longer than sixty (60) days before 1 March 2006 and must be removed not later than 10 March 2006: Provided further that advertisements advertising public political meetings or rallies of a political nature must be removed not later than three (3) days after the meeting or rally.

3.

No election advertisement shall be displayed by virtue of this agreement unless a deposit of R2 000,00 (Two Thousand Rand), in cash or by means of a bank guaranteed cheque, has first been paid to the MUNICIPALITY.

4.

The deposit paid in terms of clause 3 shall, subject to the provisions of clause 5, be refunded in full when, and not before, all the election advertisements to which the deposit relates have been removed to the satisfaction of the MUNICIPALITY and within the periods mentioned in clause 2.7.

5.

Should the PARTY fail to remove any election advertisement or fail to cause it to be removed within the periods prescribed in clause 2.7, the PARTY shall forfeit the aforementioned deposit or such proportionate part of that deposit as the MUNICIPALITY may assess having regard to the number of election advertisements not removed.

6.

In addition to clause 5 the MUNICIPALITY shall itself remove the advertisements which have not been removed within the period specified and the PARTY shall be liable to refund to the MUNICIPALITY an amount of R10,00 (Ten Rand) per

advertisement so removed and for purposes of which the PARTY herewith undertake to refund to the MUNICIPALITY the amount for advertisements so removed.

7.

No damage shall be caused to any electric pole or any municipal property and should the PARTY cause any damage, or permit any such damage to be caused, the PARTY shall be responsible to repair the damage at its own expense to the satisfaction of the MUNICIPALITY within the period prescribed by the MUNICIPALITY failing which the MUNICIPALITY shall have such damages repaired at the cost of the PARTY and the PARTY herewith undertake to refund the MUNICIPALITY the amount as charged.

8.

The parties choose their *domicilium citandi et executandi* ("domicilium") for all purposes arising from or pursuant to this agreement, as follows:

In case of the MUNICIPALITY:-

Physical address: Overstrand Civic Centre
3 Magnolia Street
HERMANUS
7200; or

Postal address: P O Box 20
HERMANUS
7200; or

Telefax number: (028) 313-8030

In case of the PARTY:-

Physical address:
.....
.....
.....

Postal address:
.....
.....

Telefax number:

9.

Save for regulating temporary advertisements in terms of policy decisions or by-laws of the MUNICIPALITY, this agreement must not be construed as permitting the transgression of any law with regard to advertisements.

10.

This agreement constitutes the entire agreement between the parties and no representations, warranties, undertakings or promises of whatever nature which may have been made by any of the parties, their agents or employees, other than those herein contained, shall be binding or enforceable against them.

THUS DONE AND SIGNED AT
ON THE DAY OF2006.

AS WITNESSES:

1.

2.
FOR AND ON BEHALF OF THE PARTY
DULY AUTHORISED THERETO.

THUS DONE AND SIGNED AT
ON THE DAY OF2006.

AS WITNESSES:

1.

2.
FOR AND ON BEHALF OF THE
MUNICIPALITY DULY AUTHORISED
THERETO.

AGREEMENT

in respect of the

**EXHIBITION OF TEMPORARY
POLITICAL ADVERTISEMENTS WITH
A SPECIFIC MESSAGE**

entered into by and between

OVERSTRAND MUNICIPALITY
(hereinafter referred to as the 'MUNICIPALITY')

and

.....
(Name of political party)
(hereinafter referred to as the 'PARTY')

WHEREAS the PARTY wishes to exhibit temporary political advertisements; and

WHEREAS the MUNICIPALITY needs to regulate the exhibition of temporary political advertisements in order to strike a balance between temporary political advertising opportunities and the conservation of visual, tourist and traffic safety characteristics.

NOW THEREFORE THIS AGREEMENT PROVIDES AS FOLLOWS:

1.

In this agreement, unless the contrary appears from the context, the following words have the meanings as stated:-

“political advertisement with a specific message” means any advertisement or advertising apparatus which is visible from a street in any way whatsoever and which is displayed before any election is promulgated, to make a political statement: Provided that nothing contained in this agreement shall apply to a poster or other advertisement relating to a political advertisement with a specific message which is displayed in or on a private motor vehicle parked or being driven in a street or other public place; and

“street” means any public street, avenue, sidewalk, public open space or park within the area of the jurisdiction of the MUNICIPALITY.

2.

The PARTY shall comply with or causes the following requirements to be complied with:

2.1

A political advertisement with a specific message shall not be placed on or against or be attached to or otherwise supported by any transformer box, telegraph pole, traffic light or sign or other structure or thing erected by the MUNICIPALITY or the Provincial or National Government, or any other walls,

fences, trees, rocks or other natural features, except on or against an electric pole in a street.

2.2

A political advertisement with a specific message shall be attached in such a manner that it will not become wholly or partially dislodged by wind or rain, to a neat and strong board made of wood or other suitable material approved by the MUNICIPALITY and neither such board or other material nor the advertisement itself shall measure more than 0.9 m by 0.6 m.

2.3

A board or material as prescribed in clause 2.2 shall be affixed securely with wire of not exceeding 8 and not less than 10 standard wire gauge, stout string or plastic fastening.

2.4

No board or material shall be placed in such a position or fastened in such a manner as is likely in the opinion of the MUNICIPALITY to constitute a danger to any vehicular traffic or pedestrian in any street.

2.5

Political advertisements with specific messages must be affixed at least 210 cm above the ground and may not be displayed within 5 (five) metres of any road traffic sign, traffic signal or intersection.

2.6

Only one advertisement with a specific message per political party may be displayed on any one pole.

2.7

Political advertisements with specific messages may be displayed from the date of approval for no longer than 21 days and must be removed not later than the 21st day: Provided that no advertisement shall be displayed for longer than 10-days after the date of an election.

3.

No political advertisement with a specific message shall be displayed by virtue of this agreement unless a deposit of R2 000,00 (Two Thousand Rand), in cash or by means of a bank guaranteed cheque, has first been paid to the MUNICIPALITY.

4.

The deposit paid in terms of clause 3 shall, subject to the provisions of clause 5, be refunded in full when, and not before, all the political advertisements with specific messages to which the deposit relates have been removed to the satisfaction of the MUNICIPALITY and within the periods mentioned in clause 2.7.

5.

Should the PARTY fail to remove any political advertisement with a specific message or fail to cause it to be removed within the periods prescribed in clause 2.7, the PARTY shall forfeit the aforementioned deposit or such proportionate part of that deposit as the MUNICIPALITY may assess having regard to the number of election advertisements not removed.

6.

In addition to clause 5 the MUNICIPALITY shall itself remove the advertisements which have not been removed within the period specified and the PARTY shall be liable to refund to the MUNICIPALITY an amount of R20,00 (Twenty Rand) per advertisement so removed and for purposes of which the PARTY herewith undertakes to refund to the MUNICIPALITY the amount for advertisements so removed.

7.

No damage shall be caused to any electric pole or any municipal property and should the PARTY cause any damage, or permit any such damage to be caused, the PARTY shall be responsible to repair the damage at its own expense to the satisfaction of the MUNICIPALITY within the period prescribed by the MUNICIPALITY failing which the MUNICIPALITY shall have such damages repaired at the cost of the PARTY and the PARTY herewith undertake to refund the MUNICIPALITY the amount as charged.

8.

The parties choose their *domicilium citandi et executandi* ("domicilium") for all purposes arising from or pursuant to this agreement, as follows:

In case of the MUNICIPALITY:-

Physical address: Overstrand Civic Centre
3 Magnolia Street
HERMANUS
7200; or

Postal address: P O Box 20
HERMANUS
7200; or

Telefax number: (028) 313-8030

In case of the PARTY:-

Physical address:
.....
.....
.....

Postal address:
.....
.....

Telefax number:

9.

Save for regulating temporary advertisements in terms of policy decisions or by-laws of the MUNICIPALITY, this agreement must not be construed as permitting the transgression of any law with regard to advertisements.

10.

This agreement constitutes the entire agreement between the parties and no representations, warranties, undertakings or promises of whatever nature which may have been made by any of the parties, their agents or employees, other than those herein contained, shall be binding or enforceable against them.

THUS DONE AND SIGNED AT
ON THE DAY OF200...

AS WITNESSES:

1.

2.

FOR AND ON BEHALF OF THE PARTY
DULY AUTHORISED THERETO.

THUS DONE AND SIGNED AT
ON THE DAY OF200...

AS WITNESSES:

1.

2.

.....
FOR AND ON BEHALF OF THE
MUNICIPALITY DULY AUTHORISED
THERE TO.