

SERVICE CONTRACT

This SERVICE CONTRACT ("Contract") is entered into by and between:

PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR), a government owned and controlled corporation, created and existing by virtue of Presidential Decree No. 1869, as amended, with office address at PAGCOR Executive Office, New Coast Hotel Manila, 1588 M.H. Del Pilar cor. Pedro Gil Streets, Malate, Manila, represented by its Chairman and Chief Executive Officer, **ALEJANDRO H. TENGCO**, hereinafter referred to as "**PAGCOR**";

- and -

FASTFORWARD ENTERTAINMENT SERVICES a sole proprietorship duly registered with the Department of Trade and Industry (DTI) with DTI Reference No. 05245811, with office address at 26 Old Tenants St., Langgam, San Pedro, Laguna, represented in this act by its Owner/Sole Proprietor **BETHLEHEM U. RAMA**, hereinafter referred to as the "**CONTRACTOR**".

Each referred to as a "**PARTY**" and collectively as the "**PARTIES**"

WITNESSETH: THAT -

WHEREAS, **PAGCOR** requires the Procurement of Entertainment Services for the **Various Celebrity Shows - Quarterly Special Show for September and December 2022** under ITB No. SS22-07-036COR ("Services");

WHEREAS, considering that all the requisites were met, **PAGCOR**, resolved to enter into contract with the **CONTRACTOR** pursuant to Section 53.6 (Negotiated Procurement Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Services) and Annex H of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184;

WHEREAS, **PAGCOR** has accepted the proposal of the **CONTRACTOR**, subject to the terms and conditions hereunder stipulated;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereunder specified by these presents, **PAGCOR** and the **CONTRACTOR** hereby enter into a Contract under the following terms, conditions and stipulations:

ARTICLE I DESCRIPTION OF WORK

The **CONTRACTOR** undertakes to provide the Services according to the following technical specifications:

Exclusivity of the Program:
Quarterly Special Show for September and December 2022

Performance Duration:

The terms and conditions of the contract shall commence from the date of receipt of the Notice to Proceed, but in no case earlier than the dates below or until exhaustion of the contract price whichever comes first:

MONTH	FROM	UNTIL
SEPTEMBER	September 1, 2022	September 30, 2022
DECEMBER	December 1, 2022	December 31, 2022

Each artist shall provide a very satisfactory performance for at least sixty (60) minutes.

Call Time

- Live performance at the venue is at least two (2) hours before time of performance.

Venues of Performances:

METRO MANILA

Madison Satellite - Madison Square Pioneer, Pioneer cor. Sheridan Sts., Mandaluyong City

CF Winford Satellite Ronquillo - Gold City Square, Ronquillo St., Sta. Cruz, Manila

CF Winford Satellite Manila Grand Opera - 925 Rizal Ave., cor. Doroteo Jose Ave., Sta. Cruz Manila

CF Winford Satellite Malabon - MacArthur Highway, Malabon City

San Lazaro - Carmona Satellite - San Lazaro Leisure Park, Governor's Drive, Carmona Cavite

LUZON

Casino Filipino - Angeles - Century Resort Hotel Complex, McArthur Highway, Balibago, Angeles City, Pampanga

Mimosa Satellite - Mimosa Drive, Clark Field Pampanga

Casino Filipino - Olongapo - 580 Rizal Ave., East Tapinac, Olongapo City

Casino Filipino - Tagaytay - E. Aguinaldo Highway, Tagaytay City

Casino Filipino - Ilocos Norte - 365 Plaza Brgy 1 San Nicolas Ilocos Norte

VISAYAS

Casino Filipino - Bacolod - L'Fisher Hotel, 14th Street, Bacolod City

Casino Filipino - Iloilo - Amigo Terrace Hotel and Mall, Iznart cor. Delgado Sts., Iloilo City

Casino Filipino - Cebu - Waterfront Cebu City Hotel and Casino, Salinas Drive, Lahug, Cebu City

Crown Regency Satellite - Fuente Tower 1, Crown Regency Hotel & Towers, Fuente Triangle, Osmeña Blvd., Cebu City

Mactan Satellite - Waterfront Airport Hotel and Casino Mactan Hotel, #1 Airport Road, Lapu-Lapu City

Parkmall Satellite - Enclave Buildings A & B, Parkmall, 168 Ouano Ave., Mandaue Reclamation Road, Mandaue City

Talisay Satellite - South Coast Center Bldg., Brgy. Linao Talisay City, Cebu

MINDANAO

Casino Filipino - Davao - Grand Regal Hotel Davao, Km 7, Lanang, Davao City

Tagum Satellite - Penny Lane Hotel and Casino Apokon Road, Tagum, Davao Del Norte

Other Venues as deemed necessary by PAGCOR from time to time.

CONTRACTOR shall be responsible for the following:

- A. Musical and Production Requirements
 - Musical arrangement, music materials (CD, Ipod and other musical material required)
 - Musical Rehearsal of artist/s
- B. Hotel, F&B and Transportation
 - Hotel and Transportation (Land & Airfare), If Applicable
 - Food & Beverages of performer.
 - All artists, personal assistant (PA), line producer/representative.
- C. Collaterals
 - Posters & Tarpaulins (subject to design and specifications submitted by PAGCOR)
- D. Royalty Fees for Filipino Society of Composers, Authors and Publishers, Inc. (FILSCAP).
- E. Travel pass/ S-Pass (if needed) and vaccination card, day before the performance date.

CONTRACTOR shall ensure compliance of artist and its assistant with **PAGCOR's** health declaration for every performances.

Additional Conditions:

The following shall be provided by the CONTRACTOR:

1. The ARTIST/S shall perform at Casino Filipino venues (Branches & Satellites) for a show (LIVE performance at the venue), and/or engage their services (e.g. Hosting, Dealing and all other related services) during Marketing Events, Gaming Events, Slot Machine Events, Bingo Events and Corporate Events LIVE performance at the venue.

The ARTIST/S branch assignments and date of performances shall not be replaced by the **CONTRACTOR** without express Written Consent from PAGCOR. However, **PAGCOR** may change/replace artist, branch assignment and date as deemed necessary.

If any of the artist/s in the pool becomes unavailable/indisposed during procurement process, said artist/s shall be stricken out of the list.

If, for any cause, any or all of the ARTIST/S/ENTERTAINER/S/PERFORMER/S shall become indisposed on the day of the show, the CONTRACTOR shall promptly retain the services of back-up ARTIST/S/ENTERTAINER/S/PERFORMER/S of the higher caliber, who shall perform in lieu of the original artist/s/entertainer/s/performer/s, subject to the approval of the PAGCOR.

If the Show/event is prevented, rendered impossible or unfeasible by causes which are classified as fortuitous events, health condition, life threatening, force majeure, "acts of God," acts of war, civil disturbances, riots, strike, epidemic interruption or delay of transportation, mutiny, social unrest or regulations of any public authority/bureau or any cause beyond the control of both parties herein, then parties agree to conduct further negotiations for resetting or re-scheduling of the subject project but only until December 31, 2022 or until exhaustion of the contract price whichever comes first.

The **CONTRACTOR** shall inform PAGCOR beforehand of any cancellation or non-performance.

2. If the ARTIST/S is represented by a booking agent/manager, a Special Power of Attorney (SPA) shall be executed by the Booking agent/ Manager that she/he properly authorizes the **CONTRACTOR** to represent him/her for purposes of complying with PAGCOR's requirements.

The SPA shall be submitted for the processing of Request for Payment (RFP). Checks shall be made payable to **CONTRACTOR**.

Terms and Conditions:

PAGCOR shall be responsible for the following:

1. Venue with basic technical equipment.
2. Clearance / approval of the Local Government Unit (LGU) and/or Inter-Agency Task Force (IATF) allowing the branch or satellite to conduct celebrity shows.

The **CONTRACTOR** undertakes to deliver the Services in strict conformity with the agreed specifications. In the event the **CONTRACTOR** fails to comply with prescribed requirement as described in the Contract, **PAGCOR** may implement necessary changes or adjustments in order to achieve the desired results.

ARTICLE II **NO EMPLOYER-EMPLOYEE RELATIONSHIP**

There shall be no employer-employee relationship between **PAGCOR** and the **CONTRACTOR**. The **CONTRACTOR** shall have the entire charge, control and supervision of the performance of the services herein agreed upon. Any damage, accident, injury, or sickness of any kind, or death that may occur to any **ARTIST** or employee of the **CONTRACTOR** during the time and consequent to the performance of the Services under this Contract shall likewise be the **CONTRACTOR** responsibility.

The **CONTRACTOR** further binds herself to hold **PAGCOR** free and harmless from any claim on account of the aforementioned injury or damage.

ARTICLE III
CONTRACT TIME

This Contract shall commence from the date of receipt by the **CONTRACTOR** of the Notice to Proceed, but in no case earlier than the dates below or until exhaustion of the contract price whichever comes first in the following venues:

Performance Duration:

The terms and conditions of the contract shall commence from the date of receipt of the Notice to Proceed, but in no case earlier than the dates below or until exhaustion of the contract price whichever comes first:

MONTH	FROM	UNTIL
SEPTEMBER	September 1, 2022	September 30, 2022
DECEMBER	December 1, 2022	December 31, 2022

Each artist shall provide a very satisfactory performance for at least sixty (60) minutes.

Call Time

- Live performance at the venue is at least two (2) hours before time of performance.

Within this period, **PAGCOR** may terminate this Contract with or without cause, without incurring any liability whatsoever, such as, but not limited to, the payment of any unpaid and unperformed Service(s), without need for judicial intervention, upon fifteen (15) days written notice to the **CONTRACTOR**.

ARTICLE IV
DAMAGES FOR DELAY

The **CONTRACTOR** shall complete/deliver the Services within the time prescribed in this Contract. Should the **CONTRACTOR** fail to replace the same within the agreed period, the **CONTRACTOR** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by **PAGCOR**. Such amount shall be deducted from any money due, or which may become due to the **CONTRACTOR** or collected from any securities or warranties posted by the **CONTRACTOR**. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind or terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid by the **CONTRACTOR**, without prejudice to other courses of action and remedies open to it.

In case the **CONTRACTOR** still fails to deliver the Service/s after the lapse of fifteen (15) calendar days from the stipulated date of delivery, in addition to the penalties agreed upon, **PAGCOR** shall have the option to terminate the Contract.

ARTICLE V
CONTRACT PRICE

The Contract Price for the Services shall be in the total amount of **Seven Million Pesos (PhP7,000,000.00), VAT Exclusive, Zero-Rated Transaction** with the following Rates:

ARTIST/S	Talent Fee of Artist/s, Musical and/or Production Requirement and Hotel, F&B, Transportation, Collaterals, Royalty Fees and Swab Test/s		
	Cost Per Live Performance (VAT Exclusive, Zero-Rated Transaction)		
	METRO MANILA	LUZON	LUZON/VISAYAS /MINDANAO (WITH AIRFARE)
ALISAH BONAOBRA	PHP 113,000.000	PHP 142,000.00	PHP 175,000.00
APRILYN & LUNINGNING	PHP 114,000.00	PHP 137,000.00	PHP 184,000.00
APRILYN GUSTILLO	PHP 100,000.00	PHP 129,000.00	PHP 164,000.00
CARMEN SORIANO	PHP 129,000.00	PHP 159,000.00	PHP 193,000.00
CARMEN SORIANO & LLOYD SAMARTINO	PHP 217,000.00	PHP 248,000.00	PHP 323,000.00
DARYL ONG	PHP 232,000.00	PHP 263,000.00	PHP 311,000.00
ELY BUENDIA	PHP 599,000.00	PHP 646,000.00	-
GABBY CONCEPCION	PHP 424,000.00	PHP 466,000.00	PHP 507,000.00
GARY GRANADA	PHP 99,000.00	PHP 128,000.00	PHP 181,000.00
GIGI DE LANA	PHP 305,000.00	PHP 350,000.00	PHP 436,000.00
GLADYS GUEVARRA	PHP 188,000.00	PHP 234,000.00	PHP 336,000.00
JAY-R SIABOC	PHP 136,000.00	PHP 166,000.00	PHP 203,000.00
JONA	PHP 523,000.00	PHP 554,000.00	PHP 616,000.00
KENT OLIVER	PHP 97,000.00	PHP 132,000.00	-
LLOYD ZARAGOZA	PHP 100,000.00	PHP 127,000.00	PHP 174,000.00
LONG MEJIA	PHP 126,000.00	PHP 140,000.00	PHP 189,000.00
MALU BARRY	PHP 133,000.00	PHP 159,000.00	PHP 216,000.00
MARISSA SANCHEZ	PHP 141,000.00	PHP 156,000.00	PHP 206,000.00
MARISSA SANCHEZ WITH LONG MEJIA	PHP 225,000.00	PHP 247,000.00	PHP 337,000.00
PINKY MARQUEZ WITH BIMBO CERRUDO	PHP 181,000.00	PHP 221,000.00	PHP 298,000.00
SAMPAGUITA BAND	PHP 272,000.00	PHP 302,000.00	-
SHAINA MAGDAYAO	PHP 588,000.00	PHP 751,000.00	-
SPONGE COLA	PHP 591,000.00	PHP 704,000.00	-
TRUE FAITH	PHP 351,000.00	PHP 441,000.00	-
VINA MORALES	PHP 379,000.00	PHP 392,000.00	PHP 471,000.00
WALLY AND JOSE	PHP 680,000.00	PHP 718,000.00	PHP 812,000.00
WILLIE NEPOMUCENO	PHP 202,000.00	PHP 234,000.00	PHP 282,000.00

Both parties agree that the Contract Price stated herein includes all applicable taxes, fees licenses, permits and charges required by the Philippine Government. The **CONTRACTOR** holds **PAGCOR** free from liability for any or all taxes, fees, licenses, permits and charges arising out of this Contract.

The price herein agreed shall not be subjected to any increase or upward adjustment for any reason or cause whatsoever for the duration of the Contract.

All amounts, claims, and expenses pertaining to licenses, permits, registrations or renewals thereof required by the appropriate government entities for the Services performed under the Contract shall be for the exclusive account of the **CONTRACTOR**.

ARTICLE VI **SCHEDULE OF PAYMENT**

Payment shall be based on the actual shows / billing after the end of each performance and upon the issuance of the Certificate of Performance by the End-User, Entertainment Department.

PAGCOR shall not be under any obligation to pay the **CONTRACTOR** the entire amount of the contract price. Moreover, the aggregate billings under the Contract shall not exceed the total Contract Price.

ARTICLE VII **WARRANTIES AND RESPONSIBILITIES**

The **CONTRACTOR** hereby warrants that:

1. There are no actions, suits or proceedings pending or, to the best of its knowledge, threatened, which may have any adverse material effects on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets or business condition.
2. The **CONTRACTOR** further warrants that it is fully authorized to render the Services and has secured all the necessary government licenses and permits to allow it to render the Services agreed upon and that it is free from any liability or adverse claims, of every nature and description that would prevent or hinder it from rendering the said Services.
3. The **CONTRACTOR** shall fully defend, protect, indemnify, and shall hold **PAGCOR** harmless from any and all adverse claims that may be made by any party by reason of the Contract.

ARTICLE VIII **INTELLECTUAL PROPERTY**

All new materials, compilations, data and information produced hereunder, from the inception of the Contract until its final completion, including all other reproductions made therefrom, together with the performances embodied therein and all copyrights therein and thereto, and all renewals and extensions thereof shall entirely be the property of **PAGCOR**, free from any claims whatsoever by the **CONTRACTOR**, its employees or any other person.

The **CONTRACTOR** shall be responsible for securing the necessary licenses, permits or authorization from the owners of the copyright of the songs or pieces to be performed in accordance with the relevant and applicable statutes as well as provisions of other laws, ordinances and decrees and hereby holds **PAGCOR** free and harmless from whatever liability or damage suits that may be filed against the latter for violation of said laws and ordinances as well as suits or claims by third parties.

ARTICLE IX
CLAIMS AND DISPUTES

All claims and disputes relating to or arising out of this Contract shall be settled amicably by the parties before resorting to any judicial action.

If the parties fail to settle their differences or disputes, the parties waiving for the purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any or all actions or suits between the parties, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for the declaration of nullity of this Contract in its entirety or in part, and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.

ARTICLE X
INDEMNIFICATION

The **CONTRACTOR** shall indemnify and shall hold **PAGCOR**, its directors, employees, guests, agents corporate affiliates free and harmless against any and all liability to third parties arising from this Service Contract including (but not limited to) the violation of any third party's trade secret, proprietary information, trademark, copyright or patent rights in connection with the use of **PAGCOR** of the **CONTRACTOR**'s services.

The **CONTRACTOR** shall be liable to **PAGCOR**, for any damage to property or injury or death of persons occasioned by the Services rendered by the **CONTRACTOR** under this Contract, or by reason of the gross neglect or willful misconduct of the **CONTRACTOR** or any of its agents or employees.

The **CONTRACTOR** assumes all liability due to its fault or negligence, in connection with this Contract, including theft and disappearance, or any damage or injury to goods, wares or merchandise or property of any kind of **PAGCOR**.

ARTICLE XI
CONFIDENTIALITY/NON-DISCLOSURE

All Information disclosed to the **CONTRACTOR** arising out of or as a result of this Contract shall be confidential in nature. The **CONTRACTOR** shall be solidarily liable to **PAGCOR** for unauthorized disclosures made by its artist(s)/ entertainer(s)/ performer(s), officers, employees, agents and other persons acting on the **CONTRACTOR** behalf.

The obligations stated in this Confidentiality Clause shall also apply to confidential information negligently, unintentionally or inadvertently disclosed by **PAGCOR** (its officers, employees, agents, and any other persons acting on its behalf) and to disclosures made by a **PAGCOR** officer, employee, agent, and other persons ordinarily acting on its behalf, in breach of his/her obligation or duty to **PAGCOR**.

ARTICLE XII
MISCELLANEOUS PROVISIONS

In the event that facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the parties hereto agree immediately to re-negotiate its terms and conditions, or at the option of **PAGCOR**, terminate the same.

No terms or conditions of this Contract shall be waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party affected.

This Contract and the interests therein, may not be assigned or sub-contracted to another without prior consent of the other party.

Any and all notices to be given pursuant to, or under this Contract, shall be sent to the party to whom the notice is addressed at the address of the party indicated in this Contract.

If any provision hereof is prohibited or made unenforceable under any applicable law or by a competent court or authority, the same shall not affect any other provision of this Contract, which are otherwise valid and enforceable.

The relationship between the parties shall be limited to the performance of the terms and conditions of the Contract. Nothing in this Contract shall be construed to create a general partnership between the parties, or to authorize any party to bind the other except as set forth in this Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.

Any right or remedy conferred by this Contract upon the parties shall not be exclusive of any other right or remedy of each party, whether under this Contract or provided or permitted at law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to it.

This Contract constitutes the entire agreement between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this Contract shall be binding unless executed in writing by the parties.

This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be considered as an original and all together shall constitute one Contract.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this ____ day of _____, 2022 at the City of Manila, Philippines.

**PHILIPPINE AMUSEMENT AND
GAMING CORPORATION**
TIN: 033-000-887-972

**FASTFORWARD ENTERTAINMENT
SERVICES**
TIN: 916-169-564-000

Represented by:

Represented by:


ALEJANDRO H. TENGCO
Chairman and Chief Executive Officer
TIN: 114-275-668-000


BETHLEHEM U. RAMA
Owner/Proprietor
TIN: 916-169-564-000

Signed in the presence of:


CARLOS ROBERTO D. NEYRA, IV
SENIOR PROCUREMENT OFFICER


RONALD A. BERGIO



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CITY OF MANILA)S.S

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, on this _____ day of 15 NOV 2022 2022, personally appeared:

NAME

ALEJANDRO H. TENGCO

GOVERNMENT ID NO.

DRIVER'S LICENSE: C07-80-010075
Expiration Date: September 10, 2023

known to me and known to be the same person who executed the foregoing Service Contract consisting of twelve (12) pages including this page, and who acknowledged to me that the same is his own free and voluntary act and deed as well as the free and voluntary act and deed of the entity he represents, he being duly authorized for this purpose.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

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Page No.: 51
Book No.: V
Series of 2022


MICHELLE A. YU
NOTARY PUBLIC
IN AND FOR THE CITY OF MANILA
6TH FLR, NEW WORLD MANILA BAY HOTEL & CASINO
M.H. DEL PILAR ST. MALATE, MANILA
Comm. No. 2021 - 010 Issued on 02-9-2021 Until 12-31-2022, Manila
PTR No. 0162122 Issued on 01-10-2022 Until 12-31-2022, Manila
Roll No. 70315 / ISP No. 169230 Issued on 01-02-2022, Manila Chapter IV
MCLE No. YU-0008308 Issued on 12-16-2021 Valid Until 4-14-2025




WILZA S. MAGPUSAO



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CITY OF MANILA)S.S

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, on this OCT 04 2022
day of _____, 2022, personally appeared:

NAME

BETHLEHEM U. RAMA

GOVERNMENT ID NO.

Passport P0834463A
Issue Date: April 19, 2018
Place of Issue: DEA NCR South
Validity Period: April 18, 2028

known to me and known to be the same person who executed the foregoing Service Contract consisting of twelve (12) pages including this page, and who acknowledged to me that the same is his own free and voluntary act and deed as well as the free and voluntary act and deed of the entity she represents, he being duly authorized for this purpose.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

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Page No.: 32
Book No.: XX
Series of 2022

ATTY. DELE PANER
NOTARY PUBLIC COMMISSION NO. 2022-075
Issued on 7-1-2022 Until 12-31-2023 / Manila
UNIT 208 TMR II TAYT AVE., MALATE, MANILA
ROLL NO. 440091BP LIFETIME NO. 2022/15-12-00.
PTR No. 0153572/01-03-2022/City of Manila/TIN 10406331M
MCLE Compliance No. VII-0007120/04-14-2025

Clis

WILZA S. MAGPUSAO

