



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 Sts. Malate, Manila, Philippines 1004, represented in this act by its **Branch Manager** for Casino Filipino – Bacolod, **NESTOR G. LEGASPINA**, hereinafter referred to as "**PAGCOR**";

-and-

DENNIS D MENACE ARTISTS AGENCY, a sole proprietorship, duly organized and existing under the laws of the Republic of the Philippines, with office address at Door 9, Yusay Apartment, Aguinaldo St., Barangay 4, Bacolod City, Negros Occidental represented in this act by **MR. LEANDRO JUAN A. ZAYCO**, duly authorized for this purpose by virtue of a Special Power of Attorney dated August 12, 2022 hereto attached as Annex "A", hereinafter referred to as "**CONTRACTOR**".

- WITNESSETH: THAT

WHEREAS **PAGCOR** requires for the Procurement of Entertainers for Regular Nightly Entertainment of CF-Bacolod and CF-Iloilo from September to December 2022 under ITB No. SS22-08-001BACa-08 ("Services");

WHEREAS, considering that all the requisites were met, **PAGCOR** resolved to directly 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, the **CONTRACTOR** has submitted the Single Calculated Responsive Quotation for the Services;

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

Witness Contractor

CONTRACTOR

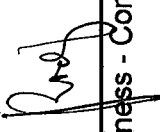
Witness - PAGCOR

NESTOR G. LEGASPINA
Branch Manager, PAGCOR

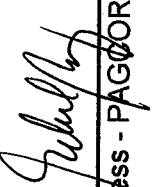
DESCRIPTION OF WORK

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


TECHNICAL SPECIFICATIONS/SCOPE OF WORK AND GENERAL CONDITIONS OF THE PROJECT
Performance Duration: <i>Three (3) sets of 45 minutes per scheduled date.</i>
Performers, Date and Venue of Performance The CONTRACTOR guarantees the appearance and performance of the following entertainers on the date and venue stipulated and ensure that the said entertainers shall not stage any other performance on the said dates, to wit:
1. Artist/s: <u>ENTERTAINMENT DUO (JAVA LOCA)</u> Brief Description: DUO (Based on Curriculum Vitae) Venues of Performances: <i>Casino Filipino-Bacolod</i> Performance Duration: Total No. of Gigs: 54 Per Month: (September to December 2022) Three (3) sets of 45 minutes per scheduled date. *Call time of artist/s at least Two (2) hours before time of performance.
2. Artist/s: <u>ENTERTAINMENT HOST (CYRUS ALCALA)</u> Brief Description: HOST (Based on Curriculum Vitae) Venues of Performances: <i>Casino Filipino-Bacolod</i> Performance Duration: Total No. of Gigs: 4 Per Month: (September to December 2022) Three (3) sets of 45 minutes per scheduled date. *Call time of artist/s at least Two (2) hours before time of performance.
3. Artist/s: <u>ENTERTAINMENT DANCERS (M8 DANCERS)</u> Brief Description: DANCERS (Based on Curriculum Vitae) Venues of Performances: <i>Casino Filipino-Bacolod</i> Performance Duration: Total No. of Gigs: 4 Per Month: (September to December 2022) Three (3) sets of 45 minutes per scheduled date. *Call time of artist/s at least Two (2) hours before time of performance.


Witness - Contractor


CONTRACTOR


Witness - PAGCOR


NESTOR G. LEGASPINA
Branch Manager, PAGCOR


Witness - Contractor

**5. Artist/s: ENTERTAINMENT MAGICIAN
(BACOLOD MAGICIAN CIRCLE)**

Brief Description: MAGICIAN (Based on Curriculum Vitae)

Venues of Performances: *Casino Filipino-Bacolod*

Performance Duration:

Total No. of Gigs: 3

Per Month: (September to December 2022)

Three (3) sets of 45 minutes per scheduled date.

*Call time of artist/s at least Two (2) hours before time of performance.

6. Artist/s: ENTERTAINMENT DUO (MADRIGAL DUO)

Brief Description: Duo (Based on Curriculum Vitae)

Venues of Performances: *Casino Filipino-Iloilo*

Performance Duration:

Total No. of Gigs: 3

Per Month: (September to December 2022)

Three (3) sets of 45 minutes per scheduled date.

*Call time of artist/s at least Two (2) hours before time of performance.

7. Artist/s: ENTERTAINMENT HOST (LUNA CLOYD)

Brief Description: HOST (Based on Curriculum Vitae)

Venues of Performances: *Casino Filipino-Iloilo*

Performance Duration:

Total No. of Gigs: 2

Per Month: (September to December 2022)

Three (3) sets of 45 minutes per scheduled date.

*Call time of artist/s at least Two (2) hours before time of performance.

8. Artist/s: ENTERTAINMENT DANCERS (M8 DANCERS)

Brief Description: DANCERS (Based on Curriculum Vitae)

Venues of Performances: *Casino Filipino-Iloilo*

Performance Duration:

Total No. of Gigs: 4

Per Month: (September to December 2022)

Three (3) sets of 45 minutes per scheduled date.

*Call time of artist/s at least Two (2) hours before time of performance.

9. Artist/s: ENTERTAINMENT FULL BAND (KREONZ)

Brief Description: BAND (Based on Curriculum Vitae)


Venues of Performances: *Casino Filipino-Iloilo*

Performance Duration:

Total No. of Gigs: 5


Witness - PAGCOR


CONTRACTOR


NESTOR G. LEGASPINA
Branch Manager, PAGCOR

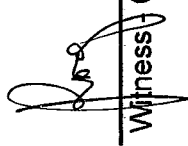
Per Month: (September –December 2022)
 Three (3) sets of 45 minutes per scheduled date.

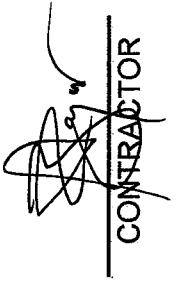
*Call time of artist/s at least Two (2) hours before time of performance.

10. Artist/s: ENTERTAINMENT MAGICIAN (ILOILO MAGICIAN CIRCLE)

Brief Description: MAGICIAN (Based on Curriculum Vitae)
Venues of Performances: *Casino Filipino-Iloilo*
Performance Duration:
 Total No. of Gigs: 3
 Per Month: (September to December 2022)
 Three (3) sets of 45 minutes per scheduled date.

*Call time of artist/s at least Two (2) hours before time of performance.


 Witness - Contractor


 CONTRACTOR

Other Conditions:

- Time of Performance starts at:
 FRIDAY & SATURDAY - 6:00PM to 11:00PM
- Call Time is Two (2) hours before the time of performance

PAGCOR reserves the right to postpone, reschedule, or cancel a performance before or during the performance for any cause such as, but not limited to, actual or foreseeable danger to life and/or property, upon lawful order of the court or duly authorized officials of the Republic of the Philippines, natural calamity, civil unrest, fire, inundation and other similar events and circumstances.

- Musical and Production Requirements shall be provided by the **CONTRACTOR**
 - Musical arrangement, music materials (CD, iPods and other musical material required)
- The Contract Price includes all costs for the following:
 - Land Transportation and F&B
- The artists/entertainers, branch assignments and date of performances shall not be replaced by the **CONTRACTOR** without express written consent from **PAGCOR**.
 If, for any cause, any or all of 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 same caliber, who shall perform in lieu of the original artist(s)/entertainer(s)/performer(s) subject to the approval of **PAGCOR**.
 The **CONTRACTOR** shall inform **PAGCOR** beforehand of any cancellation or non-performance.


 Witness - PAGCOR


NESTOR G. LEGASPINA
 Branch Manager, PAGCOR

CONTRACT TIME

This Contract shall commence on the effectivity date provided in the Notice to Proceed. 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 thirty (30) days written notice to the **CONTRACTOR**.

**ARTICLE IV
DAMAGES FOR DELAY**

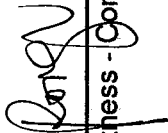
The **CONTRACTOR** shall complete/deliver the Services within the time prescribed in this Contract. Should **CONTRACTOR** incur delay in its performance, the **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, **PAGCOR** shall have the option to rescind the Contract, without prejudice to other courses of action and remedies open to it.

In case the **CONTRACTOR** still fails to complete/deliver the Services after the lapse of fifteen (15) 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 **FOUR HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED PESOS (PHP498,900.00)**, VAT Exclusive, Zero-Rated Transaction, with breakdown as follows:


Nightly Entertainers	No. of Gigs	Cost per Gig (in Php)	Total Cost (in Php)
ENTERTAINMENT DUO (JAVA LOCA), CF-Bacolod	54	3,750.00	202,500.00
ENTERTAINMENT HOST (CYRUS ALCALA), CF-Bacolod	4	4,850.00	19,400.00
ENTERTAINMENT DANCERS (M8 DANCERS), CF-Bacolod	4	12,600.00	50,400.00
ENTERTAINMENT FULL BAND (THE GROOVE FACTORY) CF Bacolod	5	12,600.00	63,000.00
ENTERTAINMENT MAGICIAN (BACOLOD MAGICIAN CIRCLE) CF-Bacolod	3	4,850.00	14,550.00


Witness - Contractor

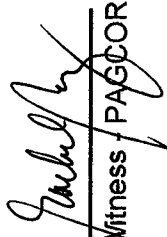

CONTRACTOR


Witness - PAGCOR


NESTOR G. LEGASPINA
Branch Manager, PAGCOR


Witness - Contractor


CONTRACTOR


Witness - PAGCOR


NESTOR G. LEGASPINGA
Branch Manager, PAGCOR

ENTERTAINMENT DUO (MADRIGAL DUO), CF-Iloilo	3	3,800.00	11,400.00
ENTERTAINMENT HOST (LUNA CLOYD), CF-Iloilo	2	4,850.00	9,700.00
ENTERTAINMENT DANCERS (M8 DANCERS), CF-Iloilo	4	12,600.00	50,400.00
ENTERTAINMENT FULL BAND (KREONZ), CF-Iloilo	5	12,600.00	63,000.00
ENTERTAINMENT MAGICIAN (ILOILO MAGICIAN CIRCLE), CF-Iloilo	3	4,850.00	14,550.00
Grand Total:			Php 498,900.00

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 subject 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 this Contract shall be for the exclusive account of the **CONTRACTOR**.

ARTICLE VI
SCHEDULE OF PAYMENT

The total amount of the contract shall be **FOUR HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED PESOS (PHP498,900.00)**, VAT Exclusive, Zero - Rated Transaction. Payment shall be made monthly after the delivery and acceptance of the Services according to the schedule stated in this Contract.

For purposes of this Contract, payment shall be made upon the completion of Monthly services based on the schedule in Article I of this Contract and the issuance of the Certificate of Acceptance.

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, threats, 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 part 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 or 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 agrees 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 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,


Witness - Contractor


CONTRACTOR


Witness - PAGCOR


NESTOR G. LEGASPIN
Branch Manager, PAGCOR

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 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 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's** 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

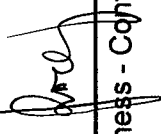
In the event that facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the parties hereto agree immediately to re-negotiate its terms and conditions, or at the option of **PAGCOR**, terminate the same.

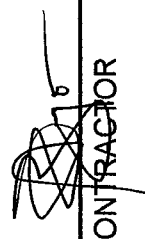
No terms or conditions of this Contract shall be waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party affected.

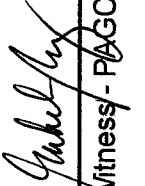
This Contract, and the interests therein, may not be assigned or sub-contracted to another without prior consent of the other party.

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 provisions of this Contract, which are otherwise valid and enforceable.


Witness - Contractor


CONTRACTOR


Witness - PAGCOR


NESTOR G. LEGASPINA
Branch Manager, PAGCOR

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 in 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.

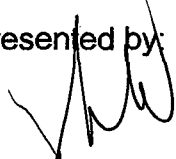
The Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be considered as an original and all together shall constitute one Contract.

~~IN WITNESS WHEREOF,~~ the parties have hereunto set their hands on this SEP 16 2022 day of SEP 16 2022, at the City of Bacolod, Philippines.

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

**DENNIS D MENACE ARTISTS
AGENCY**
Contractor
TIN: 158-937-545-000

Represented by:



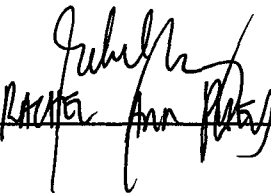
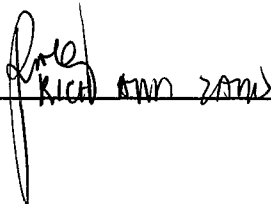
NESTOR G. LEGASPINA
Branch Manager

Represented by:



LEANDRO JUAN A. ZAYCO
Authorized Representative

SIGNED IN THE PRESENCE OF:


_____

ACKNOWLEDGEMENT

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

BEFORE ME, A Notary Public for and in the City of Bacolod on this SEP 16 2022,
day of _____, personally appeared:

NAME

NESTOR G. LEGASPINA

GOVERNMENT ID NO.
Unified Multi-Purpose ID
CRN-0111-8315568-0

and presented to me an integrally complete document/instrument for acknowledgement. He represented and declared to me that he voluntarily affixed the signatures appearing on the instrument/document for the purposes stated therein and that he executed the instrument/document as his free and voluntary act and deed (and if he acted in representative capacity, he has the authority to sign in that capacity).

The instrument/document referred to is a Service Contract consisting of Twelve (12) pages that includes two (2) pages of Acknowledgment duly signed by the parties and their instrument witnesses on each and every page hereof.

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

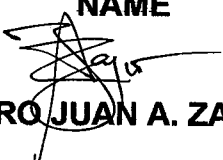
Doc. No. 472
Page No. 91
Book No. CCCW 11
Series of 2022.

ATTY JOHN MARK A. CAMALON
NOTARY PUBLIC
FOR AND IN THE CITIES OF BACOLOD, TALISAY
MURCIA, DON SALVADOR BENEDICTO OF THE
PROVINCE OF NEGROS OCCIDENTAL
UNTIL DEC. 31, 2022
NOTARIAL COMM. NO. NP. 0087 - 22
ROLL OF ATTORNEY'S NO 67885
MCLE COMPLIANCE NO. VI - 0008657
IBP ACKNOWLEDGEMENT RECEIPT 1-3-2022
PTR NO 4267311 - JAN. 3, 2022
RM 6 - 2F/BOYSCOUT BUILDING PHILS
LACSON ST., BACOLOD CITY
OFFICE NO: 703 - 2005

ACKNOWLEDGEMENT

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

BEFORE ME, A Notary Public for and in the City of Bacolod on this
_____ day of SEP 16 2022, personally appeared:

NAME

LEANDRO JUAN A. ZAYCO

GOVERNMENT ID NO.

Philippine National ID:
4128-6523-9784-3506

and presented to me an integrally complete document/instrument for acknowledgement. He represented and declared to me that he voluntarily affixed the signatures appearing on the instrument/document for the purposes stated therein and that he executed the instrument/document as his free and voluntary act and deed (and if he acted in representative capacity, he has the authority to sign in that capacity).

The instrument/document referred to is a Service Contract consisting of Twelve (12) pages that includes two (2) pages of Acknowledgment duly signed by the parties and their instrument witnesses on each and every page hereof.

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

Doc. No. U73
Page No. 91
Book No. CCCLVII
Series of 2022.

ATTY JOHN MARK A. CAMALON
NOTARY PUBLIC
FOR AND IN THE CITIES OF BACOLOD, TALISAY
MURCIA, DON SALVADOR BENEDICTO OF THE
PROVINCE OF NEGROS OCCIDENTAL
UNTIL DEC. 31, 2022
NOTARIAL COMM. NO. NP. 0087 - 22
ROLL OF ATTORNEY'S NO 67885
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MACSON ST., BACOLOD CITY
OFFICE NO: 703 - 2005