

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 the PAGCOR Executive Office, New Coast Hotel Manila, 1588 M.H. Del Pilar corner Pedro Gil Streets., Malate, Manila, represented in this act by its Chairman and Chief Executive Officer, **ALEJANDRO H. TENGCO**, hereinafter referred to as "**PAGCOR**";

– and –

GOLD STAR SHINE TALENT MANAGEMENT, a sole proprietorship duly registered under the laws of the Republic of the Philippines, with office address at Unit 1027 Makati Executive Tower I, Dela Rosa Street, Pio Del Pilar, Makati City, represented by its Proprietor, **CONCORDIA R. CAPON**, hereinafter referred to as the "**TALENT MANAGER**".

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

WITNESSETH: THAT -

WHEREAS, PAGCOR requires the **Procurement of Services for Nightly Entertainment of Satellite Operations Groups (SOGs) 2 and 5 - Music Joy and Sweet Rose Duo for January to June 2023 under ITB No. SS23-01-016COR** ("Project"), which was approved by the PAGCOR Board of Directors and included in the 2023 Annual Procurement Plan (APP);

WHEREAS, PAGCOR conducted a Negotiated Procurement (Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Services) in accordance with Republic Act No. 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations (IRR) on January 24, 2023 for the procurement of the Project;

WHEREAS, the **TALENT MANAGER** has submitted the Single Calculated Responsive Quotation (SCRQ) for the project;

WHEREAS, considering that all the requisites were met, **PAGCOR** has accepted the proposal of the **TALENT MANAGER**;

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

ARTICLE I
DESCRIPTION OF WORK

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

Project: PROCUREMENT OF SERVICES FOR NIGHTLY ENTERTAINMENT OF SATELLITE OPERATIONS GROUPS (SOGs) 2 AND 5 - MUSIC JOY AND SWEET ROSE DUO FOR JANUARY TO JUNE 2023
Exclusivity of the Program: NIGHTLY ENTERTAINMENT
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 January 1, 2023 until June 30, 2023 or until exhaustion of the contract price whichever comes first. Artist shall provide satisfactory performance of three (3) sets of 45 minutes per scheduled date. *Call time of artist/s at least Two (2) hours before time of performance.
ARTIST/S
Name of Artist/s or Group: <u>MUSIC JOY</u> Members: Two (2) Brief Description: Duo (Based on Artist Profile) Total No. of Performances: Twenty-Two (22)
Name of Artist/s or Group: <u>SWEET ROSE DUO</u> Members: Two (2) Brief Description: Duo (Based on Artist Profile) Total No. of Performances: Ten (10)
VENUES OF PERFORMANCES:
METRO MANILA <ul style="list-style-type: none">• Casino Filipino Networld - Networld Hotel, Roxas Blvd. cor. Perla St., Pasay City
LUZON <ul style="list-style-type: none">• Casino Filipino El Rancho - El Rancho Hotel, National Highway, Brgy. Canlalay, Biñan City, Laguna• Casino Filipino Town Pedro - San Pedro Town Center, Magsaysay Road San Antonio, San Pedro, Laguna <p><i>Other Venues as deemed necessary by PAGCOR from time to time.</i></p>
CONDITIONS:
PAGCOR shall be responsible for the following: A. Payment to ARTIST's performances shall be based on actual shows/billing (Talent Booking Form/Certificate of Acceptance) after the end of each month of performance. B. Schedule of performance/s. C. Assignment of Artists to other venues as may be required by PAGCOR. D. Clearance / Approval of the Local Government Unit (LGU) and/or Inter-Agency Task Force (IATF) allowing the branch or satellite to conduct shows. E. Venue with basic technical equipment.

Payment Terms and Conditions:

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

The **TALENT MANAGER** shall be responsible for the following:

- A. Musical and Production Requirements
 - Musical arrangement, music materials (CD, IPods and other musical material required)
- B. Food & Beverages.
- C. ARTIST/S is also required to submit their Vaccination Card and Travel Pass / S-PaSS (if needed) prior to date of performance and comply with PAGCOR's health declaration for succeeding performances.
- D. Health and safety protocols of the artists and its assistant as prescribed by the Local Government Unit and IATF.

ADDITIONAL CONDITIONS:

The following shall be provided by the TALENT MANAGER:

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

If, for any cause, any or all of the ARTIST shall become indisposed on the day of the show, the TALENT MANAGER shall promptly retain the services of a back-up ARTIST/S of higher caliber, who shall perform in lieu of the original artist/s/entertainer/s/performer/s, subject to the approval of 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 June 30, 2023.

The ARTIST / TALENT MANAGER shall inform PAGCOR beforehand of any cancellation or non-performance.

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

The SPA shall be submitted upon issuance of Notice of Award (NOA).

The **TALENT MANAGER** undertakes to deliver the Services in strict conformity with the agreed specifications. In the event the **TALENT MANAGER** fails to comply with the 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 **TALENT MANAGER** and its employees. The **TALENT MANAGER** 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 **TALENT MANAGER** or employee of the **TALENT MANAGER** during the time and consequent to the performance of the Services under this Contract shall likewise be the **TALENT MANAGER's** responsibility.

The **TALENT MANAGER** 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 on the date of receipt by the **TALENT MANAGER** of the Notice to Proceed, but in no case earlier than January 1, 2023 until June 30, 2023 or until exhaustion of the contract price whichever comes first.

The schedule for the performances shall be as follows:

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 January 1, 2023 until June 30, 2023 or until exhaustion of the contract price whichever comes first.

Artist shall provide satisfactory performance of three (3) sets of 45 minutes per scheduled date.

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

ARTIST/S:

1. Name of Artist/s or Group: **MUSIC JOY**
Brief Description: Duo (Based on Artist Profile)
Members: Two (2) Members
Total No. of Performances: Twenty-Two (22) which shall commence from receipt of the Notice to Proceed until June 30, 2023
2. Name of Artist/s or Group: **SWEET ROSE DUO**
Brief Description: Duo (Based on Artist Profile)
Members: Two (2) Members
Total No. of Performances: Ten (10) which shall commence from receipt of the Notice to Proceed until June 30, 2023

VENUES OF PERFORMANCES:

METRO MANILA

- Casino Filipino Network - Network Hotel, Roxas Blvd. cor. Perla St., Pasay City

LUZON

- Casino Filipino El Rancho - El Rancho Hotel, National Highway, Brgy. Canlalay, Biñan City, Laguna
- Casino Filipino Town Pedro - San Pedro Town Center, Magsaysay Road San Antonio, San Pedro, Laguna

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

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 **TALENT MANAGER**.

ARTICLE IV DAMAGES FOR DELAY

The **TALENT MANAGER** shall perform/render the required Services within the time prescribed in this Contract.

Should the **TALENT MANAGER** incur delay or fails to perform or fails to satisfactorily render any or all of the Services required under the Contract within the specified schedule, inclusive of any time extensions duly granted, the **TALENT MANAGER** shall be liable for liquidated damages equivalent to one tenth (1/10) of one percent (1%) of the cost of the delayed or unperformed or unsatisfactorily performed Services for each day of delay, including Sundays and Holidays, until such Services are rendered and accepted by **PAGCOR**.

Such liquidated damages shall be paid by the **TALENT MANAGER** or deducted from any money due or which may become due to the **TALENT MANAGER**, or collected from any applicable securities or warranties posted by the **TALENT MANAGER**.

In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind or automatically terminate the **CONTRACT** and impose appropriate sanctions over and above the liquidated damages to be paid, without prejudice to other courses of action and remedies open to it.

In case the **TALENT MANAGER** 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 **One Hundred Seventy-Three Thousand Nine Hundred Thirteen Pesos and 28/100 (PhP173,913.28), VAT Exclusive, Zero-Rated Transaction**, with breakdown as follows:

Performer/s	Total No. of Performances	TALENT FEE OF ARTIST/S, MUSICAL AND PRODUCTION REQUIREMENT, F & B	
		Cost Per Performance (VAT Exclusive, Zero-Rated Transaction)	Total Cost (VAT Exclusive, Zero-Rated Transaction)
MUSIC JOY	Twenty-Two (22) Performances	PhP 5,434.79	PhP 119,565.38
SWEET ROSE DUO	Ten (10) Performances	PhP 5,434.79	PhP 54,347.90

Both parties agree that the Contract Price stated herein includes all applicable taxes, fees licenses, permits and charges required by the Philippine Government. The **TALENT MANAGER** 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 **TALENT MANAGER**.

ARTICLE VI **SCHEDULE OF PAYMENT**

The Contract Price is in the total amount of **One Hundred Seventy-Three Thousand Nine Hundred Thirteen Pesos and 28/100 (PhP173,913.28), VAT Exclusive, Zero-Rated Transaction**. The cost for each performance per artist shall be as follows:

Performer/s	Cost Per Performance (VAT Exclusive, Zero-Rated Transaction)	Total Cost (VAT Exclusive, Zero-Rated Transaction)
MUSIC JOY	PhP 5,434.79	PhP 119,565.38
SWEET ROSE DUO	PhP 5,434.79	PhP 54,347.90

Payment shall be made at the end of each month of performance, after the delivery and acceptance of the services according to the schedule stated in this Contract, and upon issuance of Talent Booking Form/Certificate of Acceptance from the End-user, Entertainment Department (ED).

PAGCOR shall not be under any obligation to pay the **TALENT MANAGER** 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 **TALENT MANAGER** 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 **TALENT MANAGER** 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 **TALENT MANAGER** 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 **TALENT MANAGER**, its employees or any other person.

The **TALENT MANAGER** 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 **TALENT MANAGER** 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 **TALENT MANAGER's** services.

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

The **TALENT MANAGER** 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 **TALENT MANAGER** arising out of or as a result of this Contract shall be confidential in nature. The **TALENT MANAGER** 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 **TALENT MANAGER'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 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 _____, 2023 at City of Manila, Philippines.

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

GOLD STAR SHINE TALENT MANAGEMENT
TIN: 136-715-187-000

Represented by:

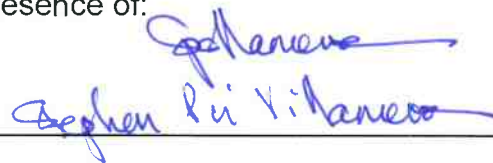
Represented by:


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


CONCORDIA R. CAPON
Proprietor
TIN: 136-715-187-000

Signed in the presence of:


CARLOS ROBERTO D. MEYRA, IV
SENIOR PROCUREMENT OFFICER


Stephen R. Vilanosa

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 23 MAY 2023 2023, personally appeared:

<u>NAME</u>	<u>IDENTIFICATION DOCUMENT PRESENTED</u>
ALEJANDRO H. TENGCO	PASSPORT NO. P0803246C Date of Issuance: July 5, 2022 Valid until: July 4, 2032 Place of Issuance: DFA-Manila

known to me and known to be the same person who executed the foregoing Service Contract consisting of eleven (11) 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.

Doc. No.: 472
Page No.: 96
Book No.: VIII
Series of 2023

ATTY. ANGEL CARLO T. TALATAIA
NOTARY PUBLIC
FOR AND IN THE CITY OF MANILA
6TH FLR, NEW COAST HOTEL MANILA & CASINO
1588 M.H. DEL PILAR ST. MALATE, MANILA
COMM. No. 2023-099/ Valid Until 12-31-2024
ROLE No. 68386/ MANILA CHAPTER IV
MCLE Compliance No. VII - 0008301/ Valid Until 4-14-2025
PTR No. 0873647/ Valid Until 12-31-2023

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 MAY 04 2023 day of _____, 2023, personally appeared:

NAME

CONCORDIA R. CAPON

IDENTIFICATION DOCUMENT PRESENTED
Land Transportation Office –
Driver’s License No. N03-14-029497
Valid until: January 1, 2024

known to me and known to be the same person who executed the foregoing Service Contract consisting of eleven (11) pages including this page, and who acknowledged to me that the same is her own free and voluntary act and deed as well as the free and voluntary act and deed of the entity she represents, she being duly authorized for this purpose.

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

Doc. No.: 111
Page No.: 24
Book No.: XXXIV
Series of 2023


ATTY. JOSE E. PANER
NOTARY PUBLIC COMMISSION NO. 2022-073
Issued on 7-1-2022 Until 12-31-2023 / Manila
UNIT 208 TMR II TAFT AVE., MALATE, MANILA
ROLL NO. 44009 / IBP LIFETIME NO. 2022 / 15-12-00
PTR No. 0861098 / 01-03-2023 / City of Manila / TIN 104063310
MCLE Compliance No. VII-0007120 / 04-14-2025






WILZA S. MAGPUSAO



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF INTERNAL REVENUE

CAPON, CONCORDIA R.

TIN: **136-715-187-000**

Blk. 16 Excess Lot Pob. I Regaberto
St., Area GMA Cavite

BIRTH DATE: 01-01-1955

ISSUE DATE: 05-29-2008

Capon



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE
NON-PROFESSIONAL DRIVER'S LICENSE



Last Name, First Name, Middle Name

CAPON, CONCORDIA RESPECIA

Nationality	Sex	Date of Birth	Weight (kg)	Height (m)
PHL	F	1955/01/01	70	1.52

Address

**B16 EXCESS LOT POB I AREA G GEN MARIANO
ALVAREZ CAVITE**

License No.	Expiration Date	Agency Code
N03-14-029497	2024/01/01	N03

Blood Type	Eyes Color
	BROWN

Restrictions	Conditions
2	NONE

Edgar C. Galvante
EDGAR C. GALVANTE
Assistant Secretary

vivo S1 Signature of Licensee
48MP AI Quad Camera