

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, 1588 M.H. Del Pilar cor. Pedro Gil Sts., Malate, Manila, represented by its Chairman and Chief Executive Officer, **ANDREA D. DOMINGO**, hereinafter referred to as "**PAGCOR**";

- and -

DREAMS ENTERTAINMENT STUDIO, a sole proprietorship duly registered under the laws of the Republic of the Philippines, with office address at 42 K-42th Street, Kamuning, Quezon City represented in this act by its General Manager/Owner, **FRANKLIN S. MAURICIO**, hereinafter referred to as the "**LINE PRODUCER**".

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 Celebrity Tour 2019 (February and May) under ITB No. SS19-00-026COR ("Services");

WHEREAS, considering that all the requisites were met, PAGCOR, resolved to enter into contract with the **LINE PRODUCER** 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 **LINE PRODUCER**, 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 **LINE PRODUCER** hereby enter into a Contract under the following terms, conditions and stipulations:

ARTICLE I DESCRIPTION OF WORK

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

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SERVICE CONTRACT – DREAMS ENTERTAINMENT STUDIO
Procurement of Entertainment Services for the Various Celebrity Shows – Quarterly Celebrity Tour 2019
(February and May) under ITB NO. SS19-00-026COR

GERALD V. CAYETANO

Description		
Procurement of Entertainment Services for the Various Celebrity Shows -- Quarterly Celebrity Tour 2019 (February and May)		
Exclusivity of the Program: Entertainment Services for the Quarterly Celebrity Tour 2019 (February and May)		
Performance Duration:		
1. Minimum of Sixty (60) minutes of very satisfactory performance based on the exclusivity of the program.		
2. Call time of artist/s at least three (3) hours before time of performance.		
PERFORMERS, DATE, TIME and VENUES OF PERFORMANCES:		
FEBRUARY		
Shows @ 8pm		
Venue	Date	Artist/Performer
CF-Iloilo	February 6, 2019	The OPM Hitmen
CF-Cebu	February 9, 2019	
CF-Manila Bay	February 22, 2019	
CF-Angeles	February 27, 2019	
Shows @ 9pm		
CF-Tagaytay	February 2, 2019	The OPM Hitmen
MAY		
Shows @ 8pm		
Venue	Date	Artist/Performer
CF-Bacolod	May 22, 2019	Bituin Escalante
CF-Manila Bay	May 24, 2019	
CF-Cebu	May 25, 2019	
CF-Angeles	May 29, 2019	
Shows @ 9pm		
CF-Tagaytay	May 04, 2019	Bituin Escalante
VENUES OF PERFORMANCES:		
<ul style="list-style-type: none"> • Casino Filipino - Angeles McArthur Highway, Balibago, Angeles City, Pampanga • Casino Filipino – Bacolod L'Fisher Hotel, 14th Lacson Street, Bacolod City • Casino Filipino – Cebu Waterfront Cebu City Hotel, Salinas Drive, Lahug, Cebu City • Casino Filipino – Manila Bay Rizal Park Hotel, South Drive Road T.M. Kalaw Extension, Ermita Manila • Casino Filipino – Tagaytay Emilio Aguinaldo Highway, Tagaytay City • Other venues as deemed necessary by PAGCOR from time to time 		

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OTHER CONDITIONS :

The following shall be provided by the **LINE PRODUCER** during the show:

- a. Musical and Production Requirements
 - Musical arrangement, music materials (CD, iPods and other musical material required);
- b. Hotel, F&B, Transportation
 - Hotel and Transportation (Land and Airfare), if applicable;
 - Food and Beverages of the Performer
- c. Collaterals
 - Posters and Tarpaulins

VENUE: **PAGCOR** shall provide a venue with basic technical equipment.

ADDITIONAL TERMS:

1. The artists/entertainers, branch assignments and date of performances shall not be replaced by the **LINE PRODUCER** without express Written Consent from **PAGCOR**. However, **PAGCOR** may change/replace branch assignment and date as deem necessary.

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 **LINE PRODUCER** 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 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;

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

If the celebrity artist is represented by a booking agent/manager, a Special Power of Attorney (SPA) shall be executed by the artist/s that s/he properly authorizes the **LINE PRODUCER** represent him/her for purposes of complying with **PAGCOR's** requirements.

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

Check shall be made payable to **LINE PRODUCER**.

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

The **LINE PRODUCER** further binds himself 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 **LINE PRODUCER** of the Notice to Proceed.

The schedule for the performances shall be as follows:

Performance Duration:

1. Minimum of Sixty (60) minutes of very satisfactory performance based on the exclusivity of the program.
2. Call time of artist/s at least three (3) hours before time of performance.

PERFORMERS, DATE, TIME and VENUES OF PERFORMANCES:

FEBRUARY		
Shows @ 8pm		
Venue	Date	Artist/Performer
CF-Iloilo	February 6, 2019	The OPM Hitmen
CF-Cebu	February 9, 2019	
CF-Manila Bay	February 22, 2019	
CF-Angeles	February 27, 2019	

Shows @ 9pm		
CF-Tagaytay	February 2, 2019	The OPM Hitmen

MAY		
Shows @ 8pm		
Venue	Date	Artist/Performer
CF-Bacolod	May 22, 2019	Bituin Escalante
CF-Manila Bay	May 24, 2019	
CF-Cebu	May 25, 2019	
CF-Angeles	May 29, 2019	

Shows @ 9pm		
CF-Tagaytay	May 04, 2019	Bituin Escalante

VENUES OF PERFORMANCES:

- **Casino Filipino - Angeles**
McArthur Highway, Balibago, Angeles City, Pampanga
- **Casino Filipino – Bacolod**
L'Fisher Hotel, 14th Lacson Street, Bacolod City
- **Casino Filipino – Cebu**
Waterfront Cebu City Hotel, Salinas Drive, Lahug, Cebu City
- **Casino Filipino – Manila Bay**
Rizal Park Hotel, South Drive Road T.M. Kalaw Extension, Ermita Manila
- **Casino Filipino – Tagaytay**
Emilio Aguinaldo Highway, Tagaytay City
- 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 **LINE PRODUCER**.

ARTICLE IV
DAMAGES FOR DELAY

The **LINE PRODUCER** shall complete/deliver the Services within the time prescribed in this Contract. Should the **LINE PRODUCER** incur delay in its performance, the **LINE PRODUCER** shall pay a penalty of one tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion of the contract 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 **LINE PRODUCER** still fails to complete/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 **Five Million Pesos (PhP5,000,000.00)**, **VAT Exclusive, Zero-Rated Transaction**, with details as follows:

Performer, Date and Venue of Performance			Talent Fee of Artist/s, Musical and/or Production Requirement, F & B, Hotel & Transportation (Land & Airfare) if applicable, per Date and Venue of Performance (VAT Exclusive, Zero-Rated Transaction)
<u>February Shows @ 8PM</u>			
PERFORMER	VENUE	DATE	
The OPM Hitmen	CF-Iloilo	February 6, 2019	PhP630,000.00
	CF-Cebu	February 9, 2019	PhP630,000.00
	CF-Manila Bay	February 22, 2019	PhP400,000.00
	CF-Angeles	February 27, 2019	PhP420,000.00
<u>February Shows @ 9PM</u>			
PERFORMER	VENUE	DATE	
The OPM Hitmen	CF-Tagaytay	February 2, 2019	PhP420,000.00
GRAND TOTAL COST for FEBRUARY (VAT Exclusive, Zero-Rated Transaction)			TWO MILLION FIVE HUNDRED THOUSAND PESOS (PhP2,500,000.00)

Performer, Date and Venue of Performance			Talent Fee of Artist/s, Musical and/or Production Requirement, F & B, Hotel and Transportation (Land and Airfare) if applicable, per Date and Venue of Performance (VAT Exclusive, Zero-Rated Transaction)
<u>May Shows @ 8PM</u>			
PERFORMER	VENUE	DATE	
Bituin Escalante	CF-Bacolod	May 22, 2019	PhP 580,000.00
	CF-Manila Bay	May 24, 2019	PhP420,000.00
	CF-Cebu	May 25, 2019	PhP 580,000.00
	CF-Angeles	May 29, 2019	PhP460,000.00
<u>May Shows @ 9PM</u>			
PERFORMER	VENUE	DATE	
Bituin Escalante	CF-Tagaytay	May 4, 2019	PhP460,000.00
GRAND TOTAL COST for MAY (VAT Exclusive, Zero-Rated Transaction)			TWO MILLION FIVE HUNDRED THOUSAND PESOS (PhP2,500,000.00)

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

ARTICLE VI
SCHEDULE OF PAYMENT

The Contract Price is in the total amount of **Five Million Pesos (PhP5,000,000.00)**, VAT Exclusive, Zero-Rated Transaction. The cost for each performance per artist shall be as follows:

<u>February 2019</u>			COST
<u>Shows @ 8PM</u>			
PERFORMER	VENUE	DATE	
The OPM Hitmen	CF-Iloilo	February 6, 2019	PhP 630,000.00
	CF-Cebu	February 9, 2019	PhP 630,000.00
	CF-Manila Bay	February 22, 2019	PhP 400,000.00
	CF-Angeles	February 27, 2019	PhP420,000.00
<u>Shows @ 9PM</u>			
PERFORMER	VENUE	DATE	
The OPM Hitmen	CF-Tagaytay	February 2, 2019	PhP420,000.00
Sub-Total			PhP2,500,000.00

<u>May 2019</u>			COST
<u>Shows @ 8PM</u>			
PERFORMER	VENUE	DATE	
Bituin Escalante	CF-Bacolod	May 22, 2019	PhP 580,000.00
	CF-Manila Bay	May 24, 2019	PhP 420,000.00
	CF-Cebu	May 25, 2019	PhP 580,000.00
	CF-Angeles	May 29, 2019	PhP460,000.00
<u>Shows @ 9PM</u>			
PERFORMER	VENUE	DATE	

Bituin Escalante	CF-Tagaytay	May 4, 2019	PhP460,000.00
Sub-Total			PhP2,500,000.00

Payment shall be made 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 shows pursuant to the schedule in the Article V of this contract and the issuance of the Certificate of Acceptance by the end-user, Entertainment Department.

ARTICLE VII **WARRANTIES AND RESPONSIBILITIES**

The **LINE PRODUCER** 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 **LINE PRODUCER** 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 **LINE PRODUCER** 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 there from, 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 **LINE PRODUCER**, its employees or any other person.

The **LINE PRODUCER** 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 **LINE PRODUCER** 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 **LINE PRODUCER** services.

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

The **LINE PRODUCER** 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 **LINE PRODUCER** arising out of or as a result of this Contract shall be confidential in nature. The **LINE PRODUCER** 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 **LINE PRODUCER** 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 _____, 2019 at the City of Manila, Philippines.

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

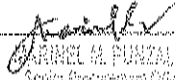
DREAMS ENTERTAINMENT STUDIO
TIN: 174-695-786-001

Represented by:


ANDREA D. DOMINGO
Chairman and Chief Executive Officer
TIN: 118-684-814-000


FRANKLIN S. MAURICIO
General Manager/Owner
TIN: 174-695-786-000

Signed in the presence of:


ARNEL M. PUNZALAN
Senior Procurement Officer


STELLA A. MAURICIO

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 JAN 30 2019, 2019, personally appeared:

NAME

GOVERNMENT ID NO.


ANDREA D. DOMINGO

PAGCOR ID No. 16-0110
Place of Issue: Manila
Date Issued: June 30, 2016

known to me to be the same person who executed the foregoing Service Contract consisting of thirteen (13) 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.

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Page No.: 89
Book No.: 2
Series of 2019


JONAS V. BERRIAS
NOTARY PUBLIC
IN AND FOR THE CITY OF MANILA
SM PLD, NEW WORLD MANILA BAY HOTEL & CASINO
M.H. DEL PILAY ST. MALATE, MANILA
COMM. NO. 3016 - 323 / UNTIL DEC. 31, 2019
ROLL NO. 46470 / RP LIFETIME NO. 018034 / MANILA III
MCLE COMPLIANCE NFA (Admitted 2016)
MANILA III - CHAPTER
PTR NO. 80405600AN.11, 2019 / MANILA



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
23 JAN 2019 day of 2019, 2019, personally appeared:

<u>NAME</u>	<u>GOVERNMENT ID NO.</u>
FRANKLIN S. MAURICIO	<u>PASSPORT ID NO. P9315291A</u>
	Issue Date: <u>OCTOBER 26, 2018</u>
	Place of Issue: <u>DFA MANILA</u>
	Validity Period: <u>OCTOBER 26, 2024</u>

known to me to be the same person who executed the foregoing Service Contract consisting of thirteen (13) 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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Book No.: L
Series of 2019

JONLE BANER
NOTARY PUBLIC COMMISSION NO. 2018-042
Unit 12, St. 18 MANILA
UNIT AU7M TMR 2 TAFT AVE., MALATE MANILA
Roll No. 4009, JEP License No. 2022-15-12-09
PTR No. 7975092/12 11 18/MANILA
MCLE COMPLIANCE No. VI-0013321/04-14-2022

GERALD V. CAYETANO
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