

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 5th Floor PAGCOR Executive Office, New World Manila Bay Hotel, M.H. Del Pilar cor. Pedro Gil Sts., Malate, Manila, represented by its Casino Filipino-Manila Bay Officer-In-Charge, **ENRILE DJ. ESGUERRA**, hereinafter referred to as "**PAGCOR**";

- and -

SERENADE TALENT MANAGEMENT SERVICES a sole proprietorship duly registered with the Department of Trade and Industry (DTI) with Certificate No. 04138479 and principal office address at 2A HR Building, Lapu-Lapu Avenue, Longos, Malabon City represented by its Proprietor, **MILDRED M. MACATUBAL**, 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 Entertainers for Regular Nightly Entertainment-Retrock** under ITB No. **SS18-11-012MAB** ("Services");

WHEREAS, considering that all the requisites were met, **PAGCOR**, resolved to enter into contract with the **TALENT MANAGER** 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 **TALENT MANAGER**, subject to the terms and conditions hereunder stipulated;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereunder specified, **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:

Description
Procurement of Entertainers for Regular Nightly Entertainment- Retrock
Talent Manager: Serenade Talent Management Services
<u>PERFORMANCE DURATION</u>
1. Three (3) sets of forty-five (45) minutes per scheduled date. 2. Call time of artist/s at least two (2) hours before time of performance.
<u>Artist/s</u>
Name of Artist/Performer/s : <u>RETROCK</u> Total No. of Gigs : 13 Covered Period : Performance shall commence upon receipt of Notice to Proceed <i>Brief Description:</i> All female band 3 singers and 4 musicians 60's to 90's Jazz, Samba, standards, pop/alternative Crowd drawer
<u>Venues of Performances:</u>
Casino Filipino-Manila Bay's Entertainment Area
<u>Other Conditions :</u>
Talent Fees include: A. Musical and Production Requirements - Musical arrangement, music materials (CD, iPods and other musical material required) B. Food and Beverages.
<u>Branch Assignment/Venue:</u>
A. Artist/s shall commence performance upon the receipt of the Notice to Proceed (NTP); B. Payment shall be based on the actual number of gig/s performed based on the request/clamor of the branch/SOG's audience and guests; and C. Venue with basic technical equipment
<u>Additional Conditions:</u>
1. The artist/s, entertainer/s, schedules and date of performances shall not be replaced without the express Written Consent of PAGCOR. However, PAGCOR may change/replace date of performance, assignment and schedules as deemed 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 TALENT MANAGER 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.

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

2. The Talent Manager shall submit a Conforme Letter signed by the artist/s or artist's manager/booking agent stipulating therein the production budget and net amount of talent fee prior to processing of payment.

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

The Conforme letter and the SPA shall be submitted on or before processing of payment.

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 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**. 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 **ARTIST** 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** 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.

The schedule for the performances shall be as follows:

PERFORMANCE DURATION

1. Three (3) sets of forty-five (45) minutes per scheduled date.
2. Call time of artist/s at least two (2) hours before time of performance.

Artist/s

Name of Artist/Performer/s : RETROCK Total No. of Gigs : 13
Venues of Performances: Casino Filipino-Manila Bay's Entertainment Area

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 complete/deliver the Services within the time prescribed in this Contract. Should the **TALENT MANAGER** incur delay in its performance, the **TALENT MANAGER** 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 **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 **Two Hundred Sixteen Thousand Six Hundred Sixty-Six Pesos and 71/100 (PhP 216,666.71)**, VAT Exclusive, Zero-Rated Transaction or **Sixteen Thousand Six Hundred Sixty-Six Pesos and 67/100 (PhP16,666.67)**, VAT Exclusive, Zero-Rated Transaction per gig, with breakdown as follows:

Performer/s	Total No. of Gigs	Talent Fee of Artist/s, Musical and/or Production Requirement, F & B, Transportation Expense	
		Cost Per Gig (VAT Exclusive, Zero-Rated Transaction)	Total Cost (VAT Exclusive, Zero-Rated Transaction)
Retrock	Thirteen (13) Gigs	PhP 16,666.67	PhP 216,666.71

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 **Two Hundred Sixteen Thousand Six Hundred Sixty-Six Pesos and 71/100 (PhP 216,666.71)**, VAT Exclusive, Zero-Rated Transaction. Each performance shall cost **Sixteen Thousand Six Hundred Sixty-Six Pesos and 67/100 (PhP16,666.67)**, VAT Exclusive, Zero-Rated Transaction. 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 and the issuance of the Certificate of Acceptance by the end-user, Entertainment Section.

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 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 **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

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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 the **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** 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.

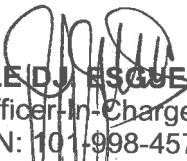
This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be considered as an original and all together shall constitute one Contract.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this
_____ day of _____, 2018 at the City of Manila, Philippines.

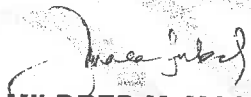
**PHILIPPINE AMUSEMENT AND
GAMING CORPORATION**
TIN: 033-000-887-972

**SERENADE TALENT
MANAGEMENT SERVICES**
TIN: 199-073-176-000

Represented by:


ENRILE D. ESQUERRA
Officer-In-Charge
TIN: 101-998-457

Represented by:


MILDRED M. MACATUBAL
Proprietor

Signed in the presence of:





MS. LOURDES ONTE



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 25 2019, 2018, personally appeared:

NAME

ENRILE DJ. ESGUERRA


GOVERNMENT ID NO.

PAGCOR ID No. 86-0918
Issuance Date: January 15, 2018
Place of Issuance: Manila

known to me to be the same persons who executed the foregoing Service Contract consisting of ten (10) 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.: 364
Page No.: 74
Book No.: I
Series of 2018


MICHELLE M. YU
NOTARY PUBLIC
IN AND FOR THE CITY OF MANILA
8TH FLR, NEW WORLD MANILA BAY HOTEL & CASINO
M.H. DEL PILAR ST. MALATE, MANILA
COMM. NO. 2018 -- 059 / UNTIL DEC. 31, 2019
ROLL NO. 70315 /BP CHAPTER MANILA IV
MCLE COMPLIANCE N/A (Admitted 2017)
MANILA IV - CHAPTER
PTR NO. 8049547/JAN.11, 2019 /MANILA

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of **CITY OF MANILA**, on this _____ day of _____, 2018, personally appeared:

JAN 21 2018

NAME

GOVERNMENT ID NO.

MILDRED M. MACATUBAL

Unified Multi-Purpose ID
(UMID) ID CRN-0033-3520136-4

known to me to be the same persons who executed the foregoing Service Contract consisting of ten (10) 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 he represents, she being duly authorized for this purpose.

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

Doc. No.: 614
Page No.: 123
Book No.: 2
Series of 2018

ATTY. GILBERTO B. PASTORANERO
Notary Public Until Dec. 31 2019
Notarial Commission 2018-015 Mla.
IBP# 012434 Pasig 7-27-17 until 2019
PTR# Mla 8008953 - 1-3-2019
Roll# 25473, TIN# 103-098-346
MCLE Compl. No. V-0006269 until 4-14-19