

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

- and -

ANA THERESE L. ABINUMAN TALENT SERVICE, a sole proprietorship duly registered under the laws of the Republic of the Philippines, with office address at Block 8 Lot 11 The Veraneo, Barangay San Sebastian, Kawit Cavite, represented in this act by its Proprietor, **ANA THERESE L. ABINUMAN**, hereinafter referred to as "**TALENT MANAGER**".

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


WITNESSETH: THAT -

WHEREAS, PAGCOR requires the Procurement of Entertainment Services of PAGCOR Artists for the Second Half of 2019 – Ray Bascon under ITB No. SS19-05-072COR ("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;

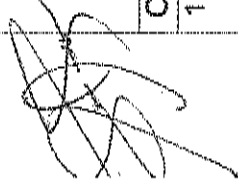

WHEREAS, PAGCOR has accepted the proposal of the **TALENT MANAGER**, subject to the terms and conditions hereunder stipulated;

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

<u>DESCRIPTION</u>	Procurement of Entertainment Services of PAGCOR Artists for the Second Half of 2019 – Ray Bascon
Exclusivity of Program: PAGCOR Artists	
<u>PERFORMANCE DURATION</u>	1. Three (3) sets of forty-five (45) minutes or Two (2) sets of One (1) Hour 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: Ray Bascon Member/s: Solo Artist Brief Description: Singer (Based on Artist Profile) Total No. of Performances/s: Fourteen (14) which shall commence from receipt of the Notice to Proceed until December 31, 2019
<u>VENUES OF PERFORMANCES:</u>	<ul style="list-style-type: none"> • Casino Filipino Angeles – McArthur Highway, Balibago, Angeles City, Pampanga • Mimosa Satellite – Mimosa Drive, Mimosa Leisure Estate Clark Field, Pampanga • Casino Filipino Olongapo – 580 Rizal Ave., East Tapinac Olongapo City, Zambales • Casino Filipino-Manila Bay – Rizal Park Hotel, South Drive Road T.M. Kalaw Extension, Ermita, Manila • Casino Filipino-Tagaytay – E. Aguinaldo Highway, Tagaytay City • Madison Satellite – 2nd Floor, Madison Square, Pioneer cor. Sheridan Sts., Mandaluyong City • Citystate Satellite – Citystate Tower Hotel, 1315 A. Mabini St., Ermita, Manila • Ronquillo Satellite – 561 Ronquillo St., Sta. Cruz, Manila • Manila Grand Opera Satellite – 925 Rizal Ave. cor. Doroteo Jose Street, Sta. Cruz, Manila • Binondo Satellite – Chinatown Lai Lai Hotel, 801 Ongpin cor. Padilla Sts., Sta. Cruz Manila • Malabon Satellite – Malabon Grand Hotel and Casino, 110 MacArthur Highway, Potrero, Malabon City • Biñan Satellite – El Rancho Hotel and Casino, Biñan Business Park, National Road Carilalay, Biñan City, Laguna • Carmona Satellite – San Lazaro Leisure Business Park, Carmona Cavite • Network Satellite – Jipang Bldg. Network Hotel and Casino, Roxas Blvd. cor. Perla St., Manila • Other venues as deemed necessary by PAGCOR from time to time.
<u>Other Conditions :</u>	
1. The following shall be provided by the TALENT MANAGER during the show and the talent fees include:	
a. Musical and Production Requirements	
- Musical arrangement, music materials (CD, iPods and other musical material required)	
b. Food & Beverages	



Branch Assignment/Venue:

PAGCOR shall provide the following:

- a. The schedule of performance/s shall be provided together with the Service Contract;
- b. Assignment of Artists to other venues as may be required by PAGCOR;
- c. ARTIST/S shall commence performance upon the receipt of the Notice to Proceed (NTP);
- d. Payment shall be based on the actual number of performance/s performed based on the request/clarior of the branch/SOG's; and
- e. Venue with basic technical equipment.

Additional Conditions:

The following shall be provided by the ARTIST/TALENT MANAGER:

1. The ARTIST/S, branch assignments and date of performances shall not be replaced by the ARTIST/TALENT MANAGER 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 shall become indisposed on the day of the show, the ARTIST/TALENT MANAGER shall promptly retain the services of back-up ARTIST/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 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 s/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 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 or Two (2) sets of One (1) Hour per scheduled date.
2. Call time of artist/s at least two (2) hours before time of performance.

ARTISTS:

Name of Artist: Ray Bascon
Member/s: Solo Artist
Brief Description: Singer (Based on Artist Profile)
Total No. of Performance/s: Fourteen (14) which shall commence from receipt of the Notice to Proceed until December 31, 2019

VENUES OF PERFORMANCES:

- Casino Filipino Angeles –McArthur Highway, Balibago, Angeles City, Pampanga
- Mimosa Satellite – Mimosa Drive, Mimosa Leisure Estate Clark Field, Pampanga
- Casino Filipino Olongapo – 580 Rizal Ave., East Tapinac Olongapo City, Zambales
- Casino Filipino-Manila Bay – Rizal Park Hotel, South Drive Road T.M. Kalaw Extension, Ermita, Manila
- Casino Filipino-Tagaytay – E. Aguinaldo Highway, Tagaytay City
- Madison Satellite – 2nd Floor, Madison Square, Pioneer cor. Sheridan Sts., Mandaluyong City
- Citystate Satellite – Citystate Tower Hotel, 1315 A. Mabini St., Ermita, Manila
- Ronquillo Satellite -- 561 Ronquillo St., Sta. Cruz, Manila
- Manila Grand Opera Satellite – 925 Rizal Ave. cor. Doroteo Jose Street, Sta. Cruz, Manila
- Binondo Satellite – Chinatown Lai Lai Hotel, 801 Ongpin cor. Padilla Sts., Sta. Cruz Manila
- Malabon Satellite – Malabon Grand Hotel and Casino, 110 MacArthur Highway, Potrero, Malabon City
- Biñan Satellite – El Rancho Hotel and Casino, Biñan Business Park, National Road Canlalay, Biñan City, Laguna
- Carmona Satellite – San Lazaro Leisure Business Park, Carmona Cavite
- Network Satellite – Jipang Bldg. Network Hotel and Casino, Roxas Blvd. cor. Perla St., Manila
- 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 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 **Fifty-Three Thousand Two Hundred Sixty Pesos and 90/100 (PHP53,260.90), VAT Exclusive, Zero-Rated Transaction**, with breakdown as follows:

Performer	Total No. of Performances	Talent Fee of Artist/s, Musical and/or Production Requirement and F & B	
		Cost Per Performance (VAT Exclusive, Zero-Rated Transaction)	Total Cost (VAT Exclusive, Zero-Rated Transaction)
Ray Bascon	Fourteen (14)	Three Thousand Eight Hundred Four Pesos and 35/100 (PHP3,804.35)	Fifty-Three Thousand Two Hundred Sixty Pesos and 90/100 (PHP53,260.90)

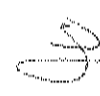
Both parties agree that the Contract Price stated herein includes all applicable taxes, fees licenses, permits and charges required by the Philippine Government. The **TALENT MANAGER** holds **PAGCOR** free from liability for any or all taxes, fees, licenses, permits and charges arising out of this Contract.

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 **Fifty-Three Thousand Two Hundred Sixty Pesos and 90/100 (PHP53,260.90), VAT Exclusive, Zero-Rated Transaction**.



Each performance shall cost Three Thousand Eight Hundred Four Pesos and 35/100 (PHP3,804.35), VAT Exclusive, Zero-Rated Transaction.

Payment shall be made at the end of each month of performance, after the delivery and acceptance of the services according to the schedule provided and upon the issuance of the Certificate of Acceptance by the End-User, Entertainment Department. The monthly payments shall be based on the cost per performance multiplied by the number of completed performance/s for the month.

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 the **TALENT MANAGER** or any of its agents or employees.

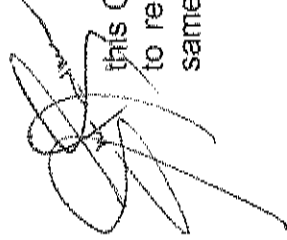
The **TALENT MANAGER** assumes all liability due to its fault or negligence, in connection with this Contract, including theft and disappearance, or any damage or injury to goods, wares or merchandise or property of any kind of **PAGCOR**.

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.

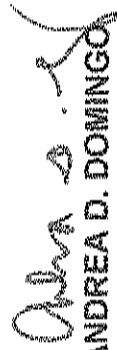
This Contract constitutes the entire agreement between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this Contract shall be 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 _____, 2019 at the City of Manila, Philippines.

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

Represented by:


ANDREA D. DOMINGO
Chairman and Chief Executive
Officer

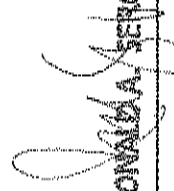
TIN: 118-684-814-000


ANA THERESE L. ABINUMAN
TALENT SERVICE
TIN: 268-922-707-000

Represented by:


ANA THERESE L. ABINUMAN
Proprietor
TIN: 268-922-707-000

Signed in the presence of:


RONALD A. SERGIO


JHONEL B. PLANA, Jr.
Senior Procurement Officer



ACKNOWLEDGMENT

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

CITY OF MANILA

BEFORE ME, a Notary Public for and in the City of _____ on this _____ day of JUL 01 2019, 2019, personally appeared:


NAME GOVERNMENT ID NO.


ANDREA D. DOMINGO **PASSPORT NO. : P7681573A**
Issuance Date: June 26, 2018
Expiration Date: June 25, 2028
Place of Issue: DFA Manila

known to me and known to be the same person 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 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.: 298
Page No.: 57
Book No.: 14
Series of 2019


ANGELO CANINO T. TALATALA
NOTARY PUBLIC
PLAND FOR THE CITY OF MANILA
8th FLR, NEW WOOD MANILA BAY HOTEL & CASINO
M.H. DEL PILAR ST. MALATE, LU
COM. NO. 2018-058 (DATE DE... 19
ROLL NO. 6588-889 CHAPTER MANILA IV
MOLE (75)PHILIPPINE...
MAGLAWAN - UHRS
PTR NO. 5504626/04/01/11/2018 (Renewal)



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
14 day of JUN 2019, personally appeared:

NAME

ANA THERESE L. ABINUMAN

GOVERNMENT ID NO.

TRAVELER LICENSE NO. 15-008674

Issue Date: JUNE 15 2017

Place of Issue: LTO TAGAYTAN

Validity Period: 2017 - 07-05

known to me and known to be the same person 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 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.:

Page No.:

Book No.:

Series of 2019

490
99
1214

JOSE E. PANER

NOTARY PUBLIC COMMISSION NO. 2018-042
JUN 15 10 10 AM '19
UNIT 407M TRINITY TOWER, GALATE MANILA
Rm No. 40709 Bldg. 20000110, 202215 12 00
PTR No. 0738917-2 17 1818MANILA
MOLE COMPLIANCE NO. 01-001332100414-2023

