

## 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 Executive Office, New World Manila Bay Hotel, 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 -

**CHRYSUS EVENTS MANAGEMENT CO**, a partnership duly registered and existing under the Philippine Laws with SEC Certificate No. PG201301260 and principal office address at B55, L19PH-1, Bisugo Street, Kaunlaran Village, Navotas City represented by its Part-owner, **LILIBETH C. MACAPAGAL**, hereinafter referred to as the "**CONTRACTOR**".

### WITNESSETH: THAT -

**WHEREAS, PAGCOR** requires the Procurement of Celebrity Artists Services for the Pamaskong Handog 2016 under ITB No. DC16-061COR-11 ("Services");

**WHEREAS**, considering that all the requisites were met, **PAGCOR**, resolved to directly contract with the **CONTRACTOR** pursuant to Section 50 of the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184;

**WHEREAS**, the **CONTRACTOR** has submitted the single calculated responsive quotation to undertake the supply and delivery of said 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 DESCRIPTION OF WORK

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

- Performance Duration:  
Minimum of Sixty (60) minutes to maximum of Ninety (90) minutes of very satisfactory performance based on the Exclusivity of the Program.



Dec. 19, 2016	MONDAY Holy Spirit Covered Court Faustino St. Isadora Hills Holy Spirit, Q.C	Haligi ng Bata Inc.	THOR
Dec. 20, 2016	TUESDAY (TBA)	Operation Blessing Foundation Phils. Inc	THOR
Dec. 21, 2016	WEDNESDAY (San Jose Covered, Brgy San Jose, Antipolo City)	Dumagat Remontados Indigenous People	PAOLO SANTOS

• **Other Conditions:**

- Musical and Production Requirements
- Musical arrangement
  - Music material (CD, tablets, etc)

Hotel, F&B, Transportation of the Performers

- Hotel and Transportation (Land & Airfare), *if applicable*
- Food & Beverage of performer.

**Additional Terms:**

1. 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 the 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 the PAGCOR.

2. PAGCOR shall provide the venue with basic technical equipment.

The CONTRACTOR undertakes to deliver the Services in strict conformity with the agreed specifications. In the event the CONTRACTOR fails to comply with any aspect of the approved final concept, storyboard, script and items 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 artist(s)/entertainer(s)/performer(s) and employees of the CONTRACTOR. The CONTRACTOR 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(s)/entertainer(s)/performer(s) or employee of the CONTRACTOR during the time and consequent to the performance of the Services under this Contract shall likewise be the CONTRACTOR's responsibility.



**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 07 day of DEC, 2016, personally appeared:

<u>NAME</u>	<u>GOVERNMENT ID NO.</u>
<b>ANDREA D. DOMINGO</b>	<b>PASSPORT NO. ECO241404</b>
	Issue Date: Feb. 07, 2014
	Place of Issue: DFA-San Fernando Pampanga
	Validity Period: Feb. 08, 2019

known to me 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.

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Page No.: 58  
Book No.: XI  
Series of 2016

  
**GERHARD P.G. NOBLEJAS**  
NOTARY PUBLIC  
IN AND FOR THE CITY OF MANILA  
6TH FLR, NEW WORLD MANILA BAY HOTEL & CASINO  
M.H. DEL PILAR ST. MALATE, MANILA  
COMM. NO. 2016 - 139, UNTIL DEC.31, 2017  
ROLL NO.50410/BP LIFETIME NO.06837  
MCLE COMPLIANCE NO. V-0010130  
RSM CHAPTER  
PTR NO.4909235/JAN.8,2016/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 DEC 06 day of 2016, personally appeared:

<b>NAME</b>	<b>GOVERNMENT ID NO.</b>
<b>LILIBETH C MACAPAGAL</b>	<b>DRIVERS LIC NO.NO4-91-199907</b>
	Issue Date: LTO
	Place of Issue: East Ave. Quezon City
	Validity Period: August 14, 2017

known to me 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.

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Book No.: XV  
Series of 2016



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MCLE COMPLIANCE NO. V-0010130  
RSM CHAPTER  
PTR NO.4903235/JAN.8,2016/MANILA

