

# 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 Sts., Malate, Manila, represented by its President and Chief Operating Officer, **JORGE V. SARMIENTO**, hereinafter referred to as "**PAGCOR**";

- and -

**LIVE ARTISTS PRODUCTION INC.**, a corporation registered with the Securities and Exchange Commission (SEC) with SEC Certificate No. CS200517598 and principal office address at 4071 R. Magsaysay Boulevard, Sta Mesa, Manila, represented by its President, **MA. PURITA D. RAPINAN** hereinafter referred to as the "**CONTRACTOR**",

A copy of the Secretary's Certificate is hereto attached as Annex "A".

Collectively referred to as the "Parties"

## WITNESSETH: THAT -

**WHEREAS**, **PAGCOR** requires the Procurement of Entertainment for the Quarterly Celebrity Tour (January) under ITB No.12-05-2015 ("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:

Project: <b>Procurement of Entertainment for the Quarterly Celebrity Tour (January 2016)</b>
Performance Duration: Minimum of sixty (60) minutes of very satisfactory performance based on the Exclusivity of the Program
Performers , Date and Venue of Performance:  *RICO J PUNO  January 6, 2016 – CF Angeles January 7, 2016 – CF Pavilion January 8, 2016 – Malabon Satellite January 15, 2016 – CF Malate January 16, 2016 – CF Cebu
<b>Additional Conditions:</b>
1. The following shall be provided by the winning bidder during the show:
<ul style="list-style-type: none"> <li>• Musical and Production Requirement: <ul style="list-style-type: none"> <li>- Musical arrangement and CD materials</li> <li>- Music Materials</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Hotel, F&amp;B and Transportation: <ul style="list-style-type: none"> <li>- Hotel and Transportation (Land &amp; Airfare), if applicable</li> <li>- Food &amp; Beverage of performer</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Collaterals <ul style="list-style-type: none"> <li>- Posters and Tarpaulins</li> </ul> </li> </ul>
2. 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 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 higher caliber, who shall perform in lieu of the original artist(s)/ entertainer(s)/ performer(s), subject to the approval of the Second Party. The Contractor shall inform PAGCOR beforehand of any cancellation or non-performance.
3. 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

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.

The **CONTRACTOR** further binds itself 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 effectivity date provided in the Notice to Proceed.

The schedule for the performances shall be as follows:

<b>*RICO J PUNO</b>
January 6, 2016 – CF Angeles
January 7, 2016 – CF Pavilion
January 8, 2016 – Malabon Satellite
January 15, 2016 – CF Malate
January 16, 2016 – CF Cebu
Casino Filipino-Angeles - McArthur Highway, Balibago, Angeles City, Pampanga
Casino Filipino-Pavilion - Manila Pavilion Hotel, U.N. Avenue, Ermita, Manila
Malabon Satellite – Malabon Grand Hotel and Leisure Park, McArthur Highway, Malabon City
Casino Filipino-Malate – New World Manila Bay Hotel, Mabini cor. Pedro Gil Streets, Malate
Casino Filipino-Cebu - Waterfront Hotel & Casino, Salinas Drive, Lahug, Cebu City

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 thirty (30) days written notice to the **CONTRACTOR**.

**ARTICLE IV**  
**DAMAGES FOR DELAY**

The **CONTRACTOR** shall complete/deliver the Services within the time prescribed in this Contract. Should the **CONTRACTOR** incur delay in its performance, the **CONTRACTOR** 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 **CONTRACTOR** still fails to deliver the item after the lapse of thirty (30) 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 **Three Million Pesos (PhP3,000,000.00)**, VAT Exclusive, Zero-Rated Transaction, with breakdown as follows:

Performers, Date and Venue of Performance	Talent Fee of Celebrity Hosts, Musical and/or Production Requirement, Land Transportation/Airfare, F & B, and Hotel Accommodation, per Date and Venue of Performance (VAT Exclusive, Zero Rated Transaction)
<b>RICO J PUNO</b>	
January 6, 2016 – CF Angeles	PhP750,000.00
January 7, 2016 – CF Pavilion	PhP600,000.00
January 8, 2016 – Malabon Satellite	PhP400,000.00
January 15, 2016 – CF Malate	PhP600,000.00
January 16, 2016 – CF Cebu	PhP650,000.00
<b>GRAND TOTAL COST</b>	<b>Three Million Pesos (PhP3,000,000.00)</b>

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

**ARTICLE VI**  
**SCHEDULE OF PAYMENT**

Payment shall be made upon the completion of Monthly shows based on the schedule in Article V and the issuance of the Monthly Certificate of Acceptance by the End-user.

**ARTICLE VII**  
**WARRANTIES AND RESPONSIBILITIES**

The **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** 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**  
**PERFORMANCE SECURITY**

To guarantee the faithful performance of the **CONTRACTOR** of all of its obligations under this Contract, the winning supplier shall provide a Performance Security in any of the following forms:

Allowable Form of Performance Security	Percentage Amount of the Contract Price
Retention Money or Cash [PAGCOR shall deduct five percent (5%) retention money for every progress payment provided that it should not exceed five percent (5%) of the contract price]	Five Percent (5%)
Cashier's/manager's check issued by a Universal or Commercial Bank;	One Hundred Fifty Pesos (PhP 150,000.00)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, Provided however that if issued by a foreign bank, it shall be duly confirmed by a Universal or Commercial Bank; or	
Surety Bond (which is acceptable to PAGCOR) issued by a surety or insurance company duly certified by the Insurance Commission to issue said security specific for the project.	Thirty Percent (30%)  Nine Hundred Thousand Pesos (PhP 900,000.00)

The Performance Security shall be retained by **PAGCOR**, without interest, during the pendency of this Contract and any extension thereof. The Performance Security shall only be released after the termination of this Contract and/or the issuance by **PAGCOR** of the final Certificate of Acceptance and after deducting any and all claims that **PAGCOR** may have against the **CONTRACTOR**.

The **CONTRACTOR** shall cause the extension of the validity of the Performance Security to cover approved contract time extensions.

The Performance Security shall guarantee the complete and satisfactory performance of the agreed upon Services, the delivery of the items enumerated in Article I, and the full compliance of its warranties under Article VII.

#### **ARTICLE IX 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 **CONTRACTOR**, its employees or any other person.

The **CONTRACTOR** 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 X 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 XI INDEMNIFICATION**

The **CONTRACTOR** 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 **CONTRACTOR**'s services.

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

The **CONTRACTOR** 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 XII**  
**CONFIDENTIALITY/NON-DISCLOSURE**

All Information disclosed to the **CONTRACTOR** arising out of or as a result of this Contract shall be confidential in nature. The **CONTRACTOR** 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 **CONTRACTOR'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 XIII**  
**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.

The **CONTRACTOR** shall pay its taxes in full and on time. The **CONTRACTOR** shall also present a tax clearance from the Bureau of Internal Revenue (BIR) and a copy of its income and business tax returns, duly stamped, received and validated by the BIR, indicating the tax payments made thereon. Its failure to do so shall entitle **PAGCOR** to suspend payment for services rendered by the **CONTRACTOR**.

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

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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 \_\_\_\_\_, 2015 at the City of Manila, Philippines.

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

**LIVE ARTISTS PRODUCTION INC.**  
TIN: 214-538-848-000

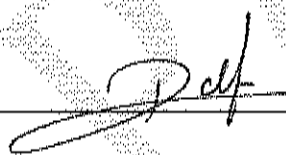
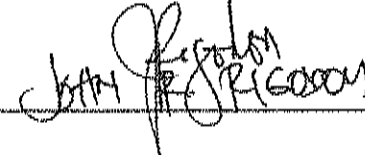
Represented by:

  
**JORGE M. SARMIENTO**  
President and Chief Operating Officer  
TIN No. 122-841-833

Represented by:

  
**MA. PURITA D. RAPINAN**  
President  
TIN No. 203-520-973-000

Signed in the presence of:

 \_\_\_\_\_  \_\_\_\_\_



ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of MANILA, on this 04 day of JAN, 2016, personally appeared:

NAME

GOVERNMENT ID NO.

JORGE V. SARMIENTO

PASSPORT NO. EB1763201

Issue Date: January 20, 2011

Place of Issue: DFA-Manila

Validity Period: January 19, 2016

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.: 290  
Page No.: 59  
Book No.: 1  
Series of 2016

*P*  
PETER LLOYD D. CARIPO  
NOTARY PUBLIC  
IN AND FOR THE CITY OF MANILA  
5th FLR. NEW WORLD MANILA BAY HOTEL & CASINO  
M.H. DEL PILAR ST., MALAYE MANILA  
COM. NO. 2075 - T 18. UNTIL DEC. 31, 2016  
ROLL NO. 28455. REP LIFE TIME NO. 012856  
QUEZON CITY CHAPTER  
PTR NO. 302467911-5-15/MANILA

*[Handwritten signatures]*

*[Handwritten signatures]*

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 22 DEC 2015 day of \_\_\_\_\_, 2015, personally appeared:

NAME

GOVERNMENT ID NO.

MA. PURITA D. RAPINAN

PASSPORT NO. EC1538509

Issue Date: July 4, 2014

Place of Issue: DFA-Manila

Validity Period: July 3, 2019

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.: 3702  
Page No.: 671  
Book No.: XV  
Series of 2015

ATTY. RANIL JOSEFINO D. TAMAYO  
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*Ma. Purita D. Rapinan*  
*Purita*

*[Signature]*

*[Signature]*