

## 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 PAGCOR Chairman and Chief Executive Officer, **ANDREA D. DOMINGO**, hereinafter referred to as "**PAGCOR**";

- and -

**NODIER REYES CUYAS MUSICAL ENTERTAINMENT**, a sole proprietorship registered with the Department of Trade and Industry (DTI) with DTI Certificate No. 04369833 and principal office address at 36 M. Layug St. Poblacion, Makati City, Fourth District, National Capital Region (NCR), represented by its Proprietor, **NODIER REYES CUYAS** (talent manager of Midas Touch) hereinafter referred to as the "**TALENT MANAGER**"

Each referred as "Party" and Collectively referred to as "Parties"

### WITNESSETH: THAT -

**WHEREAS**, PAGCOR has a requirement for the Procurement of Services for the Nightly Entertainment for the Satellite Operations Group under ITB No. NPSSAEM17-034COR-04a-07 ("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:

Description
<p>Project: Procurement of Services for the Nightly Entertainment for the Satellite Operations Group (NODIER REYES CUYAS Musical Entertainment, talent manager for Midas Touch)</p>
<p>Performance Duration:  <i>Minimum of three (3) sets of forty-five (45) minutes of very satisfactory performance based on the exclusivity of the program. Call time of artist/s at least Two (2) hours before time of performance.</i></p>
<p><b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK AND GENERAL CONDITIONS OF THE PROJECT</b></p>
<p><b>Performer/s, Date, Time and Venue of Performance:</b></p> <p>Exclusivity of the Program:  Nightly Entertainer</p> <p>Performance Duration:  <i>Total No. of Gigs: 48 which shall commence from receipt of the Notice to Proceed until December 31, 2017</i></p> <p><i>Three (3) sets of 45 minutes per scheduled date.</i>  <i>*Call time of artist/s at least Two (2) hours before time of performance.</i></p> <p>Talent Manager: <i>Nodier Reyes Cuyas, Musical Entertainment</i>  Artist: MIDAS TOUCH  Brief Description: Band with 5 members ( Based on Curriculum Vitae)</p> <p><b>Venues of Performances:</b></p> <p><i>Madison Satellite-Madison Square Pioneer, Pioneer cor Sheridan Sts., Mandaluyong City</i>  <i>Malabon Satellite-MacArthur Highway , Malabon City</i></p>
<p><b>Other Conditions:</b>  The following shall be provided by the Talent Manager during the show:</p> <p>Talent Fees include;</p> <ul style="list-style-type: none"> <li>A. Musical and Production Requirements <ul style="list-style-type: none"> <li>- Musical arrangement, music materials (CD, iPods and other musical material required)</li> </ul> </li> <li>B. Food &amp; Beverages</li> </ul>
<p><b>Branch Assignment/Venue:</b></p> <p>Branch Assignment/Venue:  PAGCOR shall provide the following:</p> <ul style="list-style-type: none"> <li>A. The schedule of performance/s shall be provided together with the Service Contract;</li> <li>B. ARTIST/S shall commence performance upon the receipt of the Notice to Proceed (NTP);</li> <li>C. Payment shall be based on the actual number of gig/s performed based on the request/clamor of the branch/SOG's.</li> <li>D. For performances in a Casino Filipino provincial branch or satellite, PAGCOR will provide the ARTIST/S transportation (round-trip land &amp; air) terminal/toll fees and hotel accommodation; and</li> <li>E. Venue with basic technical equipment.</li> </ul>

*Nodier Reyes Cuyas*

Additional Conditions :

1. The **ARTIST**, branch assignments and date of performances shall not be replaced without express written consent from PAGCOR. However, PAGCOR may change/replace branch assignment and date as deem necessary.

If, for any cause, the **ARTIST** shall become indisposed on the day of the show, the **TALENT MANAGER** shall promptly retain the services of a 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. The **TALENT MANAGER** shall inform PAGCOR beforehand of any cancellation or non-performance.

If the **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 booking agent/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** and employees of the **ARTIST**. 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 **TALENT MANAGER** 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:

**Performer/s, Date, Time and Venue of Performance:**

*Talent Manager: Nodier Reyes Cuyas, Musical Entertainment*  
**Artist: MIDAS TOUCH**

*L. Nodier Reyes Cuyas*

Brief Description: Band with 5 members ( Based on Curriculum Vitae)

Performance Duration:

Total No. of Gigs: 48 which shall commence from receipt of the Notice to Proceed until December 31, 2017

Three (3) sets of 45 minutes per scheduled date.

\*Call time of artist/s at least Two (2) hours before time of performance.

Venues of Performances:

Madison Satellite-Madison Square Pioneer, Pioneer cor Sheridan Sts., Mandaluyong City

Malabon Satellite-MacArthur Highway, Malabon 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 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 **Five Hundred Eighty Five Thousand Three Hundred Sixty Six Pesos & 24/100 (PhP585,366.24) VAT, Exclusive Zero Rated Transaction.**

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

Payment of the Contract Price in the total amount of **Five Hundred Eighty Five Thousand Three Hundred Sixty Six Pesos & 24/100 (PhP585,366.24) VAT, Exclusive Zero Rated Transaction**, shall be made for a period of five (5) months. Each performance shall cost **Twelve Thousand One Hundred Ninety Five Pesos & 13/100 (PhP12,195.13) VAT-Exclusive, Zero Rated Transaction**. Payment on a monthly basis shall be determined by multiplying the amount per performance and the number of performance made by the artist/s after the performance and acceptance of Services.

Monthly payment of the Services rendered shall be made by **PAGCOR**, upon the **TALENT MANAGER's** completion of the shows pursuant to the schedule in the Article III and issuance of the Monthly Certificate of Acceptance by the Entertainment Department.

## **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 \_\_\_\_\_, 2017 at the City of Manila, Philippines.

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

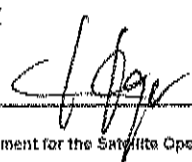
Represented by:

  
**ANDREA D. DOMINGO**  
Chairman and Chief  
Executive Officer  
TIN No. 118-684-814

**NODIER REYES CUYAS MUSICAL  
ENTERTAINMENT**  
TIN: 174-751-855-000  
Represented by:

  
**NODIER REYES CUYAS**  
Proprietor  
TIN: 174-751-855-000

Signed in the presence of:



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 SEP 08 2017 day of \_\_\_\_\_, 2017, personally appeared:

NAME

GOVERNMENT ID NO.

ANDREA D. DOMINGO

PASSPORT NO. ECO241404

Issue Date: February 07, 2014

Place of Issue: DFA-Sn. Fernando Pampanga

Validity Period: February 08, 2019

known to me to be the same persons who executed the foregoing Service Contract consisting of nine (9) 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.: 471  
Page No.: 96  
Book No.: I  
Series of 2017

*Aliah M. Comagui*  
ALIAH M. COMAGUI  
NOTARY PUBLIC  
IN AND FOR THE CITY OF MANILA  
8th FLR, NEW WORLD MANILA BAY HOTEL & CASINO  
8th. DEL PILAR ST. MALATE, MANILA  
COMM. NO. 2817 - 123, UNTIL DEC. 31, 2018  
ROLL NO. 66523 / RSP NO. 1671948  
MCLE COMPLIANCE: (N/A Amended 2016)  
PPLM CHAPTER  
PTR NO. 6990857/JAN.31,2017/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 22 AUG 2017 day of \_\_\_\_\_, 2017, personally appeared:

NAME

GOVERNMENT ID NO.

**NODIER REYES CUYAS**

Driver License: No. **1173034055**  
Issue Date: June 16, 2014  
Place of Issue: Makati City  
Validity Period: June 06, 2022

known to me to be the same persons who executed the foregoing Service Contract consisting of nine (9) 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.: \_\_\_\_\_  
Page No.: \_\_\_\_\_  
Book No.: \_\_\_\_\_  
Series of 2017

**ATTY. JOSELYN BONHAY V. VALEROS**  
ROTARY PUBLIC, ROLL NO. 54515

PTR No. 5824028 issued on Dec. 27, 2016 until Dec. 31, 2017  
IDP Life No. 723547 issued on Aug. 21, 2007  
Commission No. 2016-008 issued on April 06, 2016, until Dec. 31, 2017  
V-0072208 issued on June 14, 2016 until April 14, 2019  
Office Add: Imperial Gateway Tower, 1642-A, Mabini, Manila

