

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 -

EVELINA R. PIMENTEL HOSTING & MANAGEMENT SERVICES, a sole proprietorship registered with the Department of Trade and Industry (DTI) with DTI Certificate No. 04371675 and principal office address at 2nd Floor 779 M. Naval St. Navotas East, Navotas City NCR Third District, represented by its Proprietor, **Evelina R. Pimentel**, 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 PAGCOR Nightly Entertainment for CY 2018, (Poison Ivy)** under ITB No. NPSSAEM18-022COR ("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
Project: Procurement of PAGCOR Nightly Entertainment for CY 2018 – Poison Ivy
TECHNICAL SPECIFICATIONS/SCOPE OF WORK AND GENERAL CONDITIONS OF THE PROJECT

Performance Duration:

Total No. of Gigs: Forty-Two (42) which shall commence from the receipt of the Notice to Proceed until June 30, 2018

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

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

Artist/s: Poison Ivy

(Evelina R. Pimentel Hosting & Management Services – Talent Manager)

Brief Description: Duo with two (2) members (Based on Curriculum Vitae)

Other Conditions:

1. The following shall be provided by the **TALENT MANAGER /ARTIST/S** during the show and the talent fees include:
 - a. Musical and Production Requirements
 - Musical arrangement, music materials (CD, iPods and other musical material required); and
 - 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 venue as may be required by **PAGCOR**
- C. **TALENT MANAGER** shall commence performance upon the receipt of the Notice to Proceed (NTP);
- D. Payment shall be based on the actual number of gig/s performed based on the request/clamor of the branch/SOG's.
- E. For performances in a Casino Filipino provincial branch or satellite, **PAGCOR** will provide the **ARTIST/S** transportation (round-trip land & air) terminal/toll fees and hotel accommodation; and
- F. Venue with basic technical equipment.

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**.

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

2. 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 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 **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 **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:

<p>Performer/s, Date, Time and Venue of Performance:</p> <p><i>Talent Manager: Evelina R. Pimentel Hosting & Management Services</i> <i>Artist: Poison Ivy Band</i> <i>Brief Description: Duo with two (2) members (Based on Curriculum Vitae)</i></p> <p>Performance Duration: <i>Total No. of Gigs: Forty-Two (42) which shall commence from receipt of the Notice to Proceed until June 30, 2018</i></p> <p><i>Three (3) sets of forty (45) minutes per scheduled date.</i> <i>*Call time of artist/s at least Two (2) hours before time of performance.</i></p>
<p>Venues of Performances:</p> <ul style="list-style-type: none">• <i>San Pedro Satellite-San Pedro Town Center, National Highway, San Pedro, Laguna.</i>• <i>Binondo Satellite – Binondo Suites Manila, S.B. Padilla cor. Ongpin St., Binondo, Manila</i>• <i>Carmona Satellite-San Lazaro Leisure Park, Governor's Drive Carmona Cavite</i>• <i>Other Venues as maybe deemed necessary by PAGCOR from time to time:</i>

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 Fifty Six Thousand Ninety Seven Pesos & 52/100 (PhP256,097.52) 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 **Two Hundred Fifty Six Thousand Ninety Seven Pesos & 52/100 (PhP256,097.52) VAT-Exclusive, Zero Rated Transaction**, shall be made for a period of six (6) months. Each performance shall costs **Six Thousand Ninety Seven Pesos & 56/100 (PhP6,097.56), 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 monthly shows pursuant to the schedule in the Article III and issuance of the Monthly Certificate of the 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

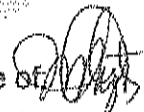
**EVELINA R. PIMENTEL HOSTING &
MANAGEMENT SERVICES**
TIN: 202-127-195-000

Represented by:

Represented by:


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


EVELINA R. PIMENTEL
Proprietor
TIN: 202-127-195-000

Signed in the presence of: 
Bayan J. Sigatbal MA. 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 JAN 19 2018 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.: 354
Page No.: 72
Book No.: 2
Series of 2018



JEREMY E. LUGLUG
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. 2017 - 121, UNTIL DEC. 31, 2018
ROLL NO. 06158 /BP LIFETIME NO. 014976
MCLE COMPLIANCE N/A (Amited 2018)
IFUGAO CHAPTER
PTR NO. 6000698/JAN. 10, 2017/MANILA

DRAFT

Handwritten signature

ACKNOWLEDGMENT

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

10 JAN 2018

BEFORE ME, a Notary Public for and in the City of MALIBON CITY, on this _____ day of _____, 2017, personally appeared:

NAME

GOVERNMENT ID NO.


EVELINA R. PIMENTEL

Drivers License No. 95-06-01747
Issue Date: 06-20-2016
Place of Issue: Malibon City
Validity Period: 06-24-2019

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.: 166
Page No.: 34
Book No.: 120
Series of 2017


ELMER B. QUINTANA
Notary Public
Commission No. 2017051-MLA
Issued on 05/11/2017
Valid until 05/11/2019
Office: Malibon City, Iloilo, TEL. 7145710

Evelina R. Pimentel