

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 Coast Hotel Manila, 1588 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 -

NODIER REYES CUYAS MUSICAL ENTERTAINMENT a sole proprietor duly registered under the laws of the Republic of the Philippines, with office address at 36 M Layog St. San Miguel Village, Brgy. Poblacion, Makati City, represented in this act by its Proprietor/Owner, **NODIER REYES CUYAS**, as the **ARTIST / TALENT MANAGER**.

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

WITNESSETH: THAT -

WHEREAS, **PAGCOR** requires the Procurement of Services for Nightly Entertainment for Satellite Operations Group 2, 4, 5 – Emerald Duo (SOG 4 & 5) and Rhapsody (SOG 2 & 4) for February - December 2022 under ITB No. SS22-00-017COR ("**Services**");

WHEREAS, considering that all the requisites were met, **PAGCOR**, resolved to enter into contract with the **ARTIST / 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 **ARTIST / 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 **ARTIST / TALENT MANAGER** hereby enter into a Contract under the following terms, conditions and stipulations:

ARTICLE I
DESCRIPTION OF WORK

The **ARTIST / TALENT MANAGER** undertakes to provide the Services according to the following technical specifications:

PROJECT : Procurement of Services for Nightly Entertainment for Satellite Operations Group 2, 4, 5 – Emerald Duo (SOG 4 & 5) and Rhapsody (SOG 2 & 4) for February - December 2022
EXCLUSIVITY OF THE PROGRAM: NIGHTLY ENTERTAINMENT
PERFORMANCE DURATION: Artist shall provide satisfactory performance of 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: Emerald Duo MEMBERS: 2 BRIEF DESCRIPTION: Duo (Based on Artist Profile) TOTAL NO. OF PERFORMANCE: Twenty-Three (23) ARTIST/S: Rhapsody MEMBERS: 2 BRIEF DESCRIPTION: Duo (Based on Artist Profile) TOTAL NO. OF PERFORMANCE: Sixty-Three (63)
VENUES OF PERFORMANCES: METRO MANILA Madison Satellite - Madison Square Pioneer, Pioneer cor. Sheridan St., Mandaluyong City Citystate Satellite - Citystate Tower Hotel, 1315 A.Mabini St., Ermita Manila Networld Satellite - Networld Hotel, Roxas Blvd. cor. Perla St., Pasay City LUZON San Lazaro - Carmona Satellite - San Lazaro Leisure Park, Governor's Drive, Carmona Cavite Biñan Satellite - El Rancho Hotel, National Highway, Brgy. Canlalay, Biñan City, Laguna San Pedro - San Pedro Town Center, Magsaysay Road San Antonio, San Pedro,

Laguna

Other Venues as deemed necessary by PAGCOR from time to time.

CONDITIONS:

PAGCOR shall be responsible for the following:

- A. Schedule of performance/s.
- B. Assignment of Artists to other venues as may be required by PAGCOR.
- C. Clearance / Approval of the Local Government Unit (LGU) and/or Inter-Agency Task Force (IATF) allowing the branch or satellite to conduct shows.
- D. Venue with basic technical equipment.

TALENT MANAGER shall be responsible for the following:

- A. Musical and Production Requirements
 - Musical arrangement, music materials (CD, iPods and other musical material required)
- B. Food & Beverages.
- C. Present / Submit a NEGATIVE COVID-19 (RT/PCR swab or Antigen) test result One (1) day before the scheduled performance to respective branch. ARTIST/S/TALENT MANAGERS is/are also submit their Vaccination Card prior to date of performance and comply with PAGCOR's health declaration for succeeding performances.
- D. Health and safety protocols of the artists and its assistant as prescribed by the Local Government Unit, IATF and DOH.

ADDITIONAL CONDITIONS:

The following shall be provided by the TALENT MANAGER:

1. The ARTIST/s, branch assignments and date of performances shall not be replaced without express Written Consent from PAGCOR. However, PAGCOR may change/replace artist, branch assignment and date as deemed necessary.

If, for any cause, any or all of 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 of higher caliber, who shall perform in lieu of the original artist/s/entertainer/s/performer/s, subject to the approval of 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 but only until December 31, 2022 or until the duration of the contract only.

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 she/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 ARTIST / TALENT MANAGER undertakes to deliver the Services in strict conformity with the agreed specifications. In the event the ARTIST / 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 ARTIST / TALENT MANAGER. The ARTIST / 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 ARTIST / TALENT MANAGER during the time and consequent to the performance of the Services under this Contract shall likewise be the ARTIST / TALENT MANAGER responsibility.

The ARTIST / 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 from the date of receipt by the ARTIST / TALENT MANAGER of the Notice to Proceed, but in no case earlier than February 1, 2022 until December 31, 2022 or until exhaustion of the contract price whichever comes first.

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 ARTIST / TALENT MANAGER.

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Procurement of Services for Nightly Entertainment for Satellite Operations Group 2, 4, 5 – Emerald Duo (SOG 4 & 5) and Rhapsody (SOG 2 & 4) for February - December 2022 under ITB No. SS22-00-017COR


WILZA S. MAGPUSAO

ARTICLE IV
DAMAGES FOR DELAY

The **ARTIST / TALENT MANAGER** shall complete/deliver the Services within the time prescribed in this Contract. Should the **ARTIST / TALENT MANAGER** incur delay in its performance, the **ARTIST / TALENT MANAGER** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed Service for everyday of delay including Sundays and Holidays, until such service is finally rendered and accepted by **PAGCOR**. Such amount shall be deducted from any money due, or which may become due to the **ARTIST / TALENT MANAGER** or collected from any securities or warranties posted by the **ARTIST / TALENT MANAGER**. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind the contract and impose appropriate sanctions over above the liquidated damages to be paid.

In case the **ARTIST / 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 **Four Hundred Sixty-Seven Thousand Three Hundred Ninety-One Pesos and 94/100 (PhP467,391.94)**, VAT Exclusive, Zero-Rated Transaction with the following Rates:

Artist	Total No. of Performances	Talent Fee of Artist/s, Musical and/or Production Requirement and Food & Beverages	
		Cost Per Performance	Total Cost
		VAT Exclusive, Zero-Rated Transaction	
Emerald Duo	Twenty-Three (23)	PhP5,434.79	PhP125,000.17
Amount in words of Total Cost			One Hundred Twenty-Five Thousand Pesos and 17/100

Artist	Total No. of Performances	Talent Fee of Artist/s, Musical and/or Production Requirement and Food & Beverages	
		Cost Per Performance	Total Cost
		VAT Exclusive, Zero-Rated Transaction	

Rhapsody	Sixty-Three (63)	PhP5,434.79	PhP342,391.77
Amount in words of Total Cost			Three Hundred Forty-Two Thousand Three Hundred Ninety-One Pesos and 77/100

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 / 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 **ARTIST / TALENT MANAGER**.

ARTICLE VI
SCHEDULE OF PAYMENT

The Contract Price is in the total amount of **Four Hundred Sixty-Seven Thousand Three Hundred Ninety-One Pesos and 94/100 (PhP467,391.94)**, VAT Exclusive, Zero-Rated Transaction. February 1, 2022 until December 31, 2022 or until exhaustion of the contract price whichever comes first with the following rates:

Artist	Total No. of Performances	Talent Fee of Artist/s, Musical and/or Production Requirement and Food & Beverages	
		Cost Per Performance	Total Cost
		VAT Exclusive, Zero-Rated Transaction	
Emerald Duo	Twenty-Three (23)	PhP5,434.79	PhP125,000.17
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Artist	Total No. of Performances	Talent Fee of Artist/s, Musical and/or Production Requirement and Food & Beverages	
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Amount in words of Total Cost			Three Hundred Forty-Two Thousand Three Hundred Ninety-One Pesos and 77/100

Payment to ARTIST's performances shall be based on actual shows / billing (Talent Booking Form / Certificate of Acceptance) after the end of each performance by the End-User, Entertainment Department.

PAGCOR shall not be under any obligation to pay the ARTIST / TALENT MANAGER the entire amount of the contract price. Moreover, the aggregate billings under the Contract shall not exceed the total Contract Price.

**ARTICLE VII
WARRANTIES AND RESPONSIBILITIES**

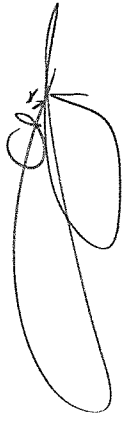
The ARTIST / TALENT MANAGER hereby warrants that:

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 ARTIST / 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 ARTIST / 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 ARTIST / TALENT MANAGER, its employees or any other person.





The **ARTIST / 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 **ARTIST / 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 **ARTIST / TALENT MANAGER**'s services.

The **ARTIST / 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 **ARTIST / TALENT MANAGER** under this Contract, or by reason of the gross neglect or willful misconduct of the **ARTIST / TALENT MANAGER** or any of its agents or employees.

The **ARTIST / 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 **ARTIST / TALENT MANAGER** arising out of or as a result of this Contract shall be confidential in nature. The **ARTIST / 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 **ARTIST / 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 _____, 2022 at the City of Manila, Philippines.

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

**NODIER REYES CUYAS MUSICAL
ENTERTAINMENT**
TIN: 174-75-855-000

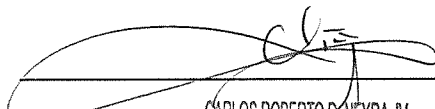
Represented by:



ANDREA D. DOMINGO
Chairman and Chief Executive
Officer
TIN: 118-684-814-000

Represented by:


NODIER REYES CUYAS
Sole Proprietor / Owner
TIN: 174-75-855-000

Signed in the presence of:


CARLOS ROBERTO D. NEYRA, IV
SENIOR PROCUREMENT OFFICER


Jennifer Baptista

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
day of 28 APR 2022, 2022, personally appeared:

NAME

GOVERNMENT ID NO.

ANDREA D. DOMINGO

PASSPORT NO. P7681573A

Date of Issuance: June 26, 2018


Valid until: June 25, 2028

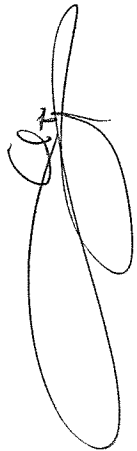
Place of Issuance: DFA-Manila

known to me and known to be the same person who executed the foregoing Service Contract consisting of twelve (12) 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.: 700
Page No.: 41
Book No.: TV
Series of 2022


STEPHANIE MARIZ C. KHAN
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 2021-013/UNTIL DEC 31 2022
PTR NO.0162235/JAN 10 2022/MANILA
ROLL NO. 70316 /BP CHAPTER MANILA IV
MCLE COMPLIANCE No. VI Until APRIL 2022



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 MAR 17 day of 2022, 2022, personally appeared:

NAME

NODIER REYES CUYAS

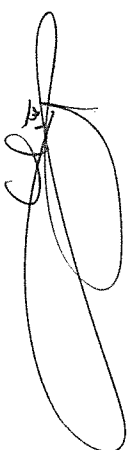
GOVERNMENT ID NO. Driver's license
NIL-73034505
Issue Date: June 6/17
Place of Issue: L70 makati
Validity Period: 5y05.


known to me and known to be the same person who executed the foregoing Service Contract consisting of twelve (12) 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, she being duly authorized for this purpose.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Doc. No.: 202
Page No.: 42
Book No.: ✓
Series of 2022

ATTY. JOCKE E. PANER
NOTARY PUBLIC COMMISSION NO. 2020-013
ISSUED ON 01/20/2020 (EXPIRES 12/31/2021) MANILA
UNIT 237 TMR 2 TRF BLDG. JACLETTE, MANILA
ROLL NO. 44009 *167 (EXPIRES 06/30/2022) 15-12-000
PTR No. 8193672 / 01-08-2022 MANILA / TIN 104063310
MCLE COMPLIANCE No. 01-0013321/04-14-2022
Executed until June 30, 2022 as
per S.M. No. 3795




WILZA S. MAGPUSAO