

# 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, 1588 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 -

**MARIA LOURDES ONTE TALENT MANAGEMENT SERVICES**, a sole proprietorship duly registered under the laws of the Republic of the Philippines, with office address at 3D HR Building, Lapu-Lapu Avenue Kaunlaran Village, Longos, Malabon City represented in this act by its Owner, **MARIA LOURDES R. ONTE**, hereinafter referred to as "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 the Second (2<sup>nd</sup>) Half of 2019 – Cats & Mice, Lil Eyes, Music Melody and Tricoustic under ITB No. SS19-06-086CORb-09 ("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 Entertainment Services for the Nightly Entertainment for the Second (2<sup>nd</sup>) Half of 2019 - Cats & Mice, Lil Eyes, Music Melody and Tricooustic

**Exclusivity of the Program:**

NIGHTLY ENTERTAINMENT

**Performance Duration:**

Three (3) sets of forty-five (45) minutes or Two (2) sets of One (1) hour per scheduled date

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

**Artist/s, Dates and Venues of Performances:**

Name of Artist:	<b>CATS &amp; MICE</b>
Brief Description:	Band (Based on Artist Profile)
No. of Members:	Five (5) Members
Total No. of Performances:	Sixteen (16), which shall commence from receipt of the Notice to Proceed until December 31, 2019

Name of Artist:	<b>LIL EYES</b>
Brief Description:	Band (Based on Artist Profile)
No. of Members:	Seven (7) Members
Total No. of Performances:	Sixteen (16), which shall commence from receipt of the Notice to Proceed until December 31, 2019

Name of Artist:	<b>MUSIC MELODY</b>
Brief Description:	Trio (Based on Artist Profile)
No. of Members:	Three (3) Members
Total No. of Performances:	Thirty-Two (32), which shall commence from receipt of the Notice to Proceed until December 31, 2019

Name of Artist:	<b>TRICOUSTIC</b>
Brief Description:	Trio (Based on Artist Profile)
No. of Members:	Three (3) Members
Total No. of Performances:	Forty-Eight (48), which shall commence from receipt of the Notice to Proceed until December 31, 2019

**Venues of Performances:**

- Madison Satellite  
2<sup>nd</sup> Floor, Madison Square Pioneer cor. Sheridan Sts., Mandaluyong City
- Ronquillo Satellite  
561 Ronquillo Street, Sta. Cruz, Manila
- Citystate Satellite  
Citystate Tower Hotel, 1315 A. Mabini St., Ermita, Manila
- Manila Grand Opera Satellite  
925 Rizal Avenue corner Doroteo Jose Street, Sta. Cruz, Manila

- Other Venues as deemed necessary by **PAGCOR** from time to time

**Other Conditions:**

The following shall be provided by the **TALENT MANAGER** during the show and the talent fees include:

1. Musical and Production Requirements
  - Musical arrangement, music materials (CD, iPods and other musical material required)
2. Food and Beverages

**Branch Assignment/Venue:**

PAGCOR shall provide the following:

- A. The schedule of performance/s together with the Service Contract.
- B. Assignment of Artist/s to other venues as may be required by **PAGCOR**
- C. **ARTIST/S** shall commence performance upon receipt of the **TALENT MANAGER** 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/Satellite Operations Group (SOG)
- E. Venue with basic technical equipment

**Additional Conditions:**

The following shall be provided by the **ARTIST/TALENT MANAGER**:

1. The **ARTISTS**, branch assignments and date of performances shall not be replaced by the **ARTIST/TALENT MANAGER** without express Written Consent from **PAGCOR**. However, **PAGCOR** may change/replace branch assignment and date as deem necessary.

If, for any cause, any or all of the **ARTIST/S** shall become indisposed on the day of the show, the **ARTIST/TALENT MANAGER** shall promptly retain the services of back-up artists/entertainer/s/performers of the same caliber, who shall perform in lieu of the original artists/entertainer/s/performers, subject to the approval of the **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;

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 s/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 **TALENT MANAGER** undertakes to deliver the Services in strict conformity with the agreed specifications. In the event the **TALENT MANAGER** fails to comply with the 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**. 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 **ARTIST** 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:

**Performance Duration:**

Three (3) sets of forty-five (45) minutes or Two (2) sets of One (1) hour per scheduled date

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

**Artist/s, Dates and Venues of Performances:**

Name of Artist:	<b>CATS &amp; MICE</b>
Brief Description:	Band (Based on Artist Profile)
No. of Members:	Five (5) Members
Total No. of Performances:	Sixteen (16), which shall commence from receipt of the Notice to Proceed until December 31, 2019

Name of Artist:	<b>LIL EYES</b>
Brief Description:	Band (Based on Artist Profile)
No. of Members:	Seven (7) Members
Total No. of Performances:	Sixteen (16), which shall commence from receipt of the Notice to Proceed until December 31, 2019

Name of Artist:	<b>MUSIC MELODY</b>
Brief Description:	Trio (Based on Artist Profile)
No. of Members:	Three (3) Members
Total No. of Performances:	Thirty-Two (32), which shall commence from receipt of the Notice to Proceed until December 31, 2019

Name of Artist:	TRICOUSTIC
Brief Description:	Trio (Based on Artist Profile)
No. of Members:	Three (3) Members
Total No. of Performances:	Forty-Eight (48), which shall commence from receipt of the Notice to Proceed until December 31, 2019

Venues of Performances:

- Madison Satellite  
2<sup>nd</sup> Floor, Madison Square Pioneer cor. Sheridan Sts., Mandaluyong City
- Ronquillo Satellite  
561 Ronquillo Street, Sta. Cruz, Manila
- Citystate Satellite  
Citystate Tower Hotel, 1315 A. Mabini St., Ermita, Manila
- Manila Grand Opera Satellite  
925 Rizal Avenue corner Doroteo Jose Street, Sta. Cruz, Manila
- Other Venues as deemed necessary by PAGCOR from time to time

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 One Million One Hundred Forty Thousand Two Hundred Thirty Pesos and 24/100 (PhP1,140,230.24), VAT Exclusive, Zero-Rated Transaction with breakdown as follows:

Performer	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	
Cats & Mice	Sixteen (16)	PhP13,793.11	PhP220,689.76
Lil Eyes	Sixteen (16)	PhP17,241.38	PhP275,862.08
Music Melody	Thirty-Two (32)	PhP8,045.98	PhP257,471.36
Tricoustic	Forty-Eight (48)	PhP8,045.98	PhP386,207.04

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

#### ARTICLE VI SCHEDULE OF PAYMENT

The Contract Price is in the total amount of One Million One Hundred Forty Thousand Two Hundred Thirty Pesos and 24/100 (PhP1,140,230.24), VAT Exclusive, Zero-Rated Transaction. The cost of each performance per artist shall be as follows:

Performer	Cost Per Performance	Total Cost
	VAT Exclusive, Zero-Rated Transaction	
Cats & Mice	PhP13,793.11	PhP220,689.76
Lil Eyes	PhP17,241.38	PhP275,862.08
Music Melody	PhP8,045.98	PhP257,471.36
Tricoustic	PhP8,045.98	PhP386,207.04

Payment shall be made at the end of each month of performance, after the delivery and acceptance of the services according to the schedule provided and upon the issuance of the Certificate of Acceptance/Talent Booking Form by the End-User, Entertainment Department. The monthly payments shall be based on the cost per gig/performance multiplied by the number of completed gig/s/performance/s for the month.

#### 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'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 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.

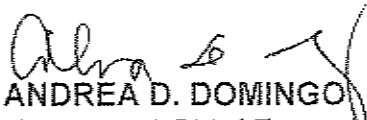
IN WITNESS WHEREOF, the parties hereto have signed these presents on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at the City of Manila, Philippines.

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

**MARIA LOURDES ONTE TALENT MANAGEMENT SERVICES**  
TIN: 186-965-616-000


Represented by:

Represented by:

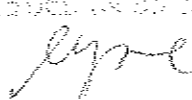
  
**ANDREA D. DOMINGO**  
Chairman and Chief Executive Officer  
TIN: 118-684-814-000

  
**MARIA LOURDES R. ONTE**  
Owner  
TIN: 186-965-616-000

Signed in the presence of:

  
**Bryan S. Bigalbal**

  
**ELENITA B. SANTOS**

PROCUREMENT  
DEPARTMENT  
1906 14 00-037  


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 04 2019 day of DEC 04 2019, 2019, personally appeared:

NAME

GOVERNMENT ID NO.

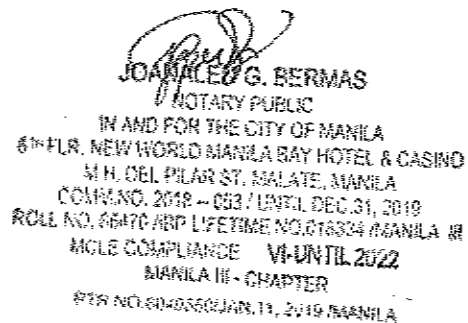
ANDREA D. DOMINGO

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 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.

Doc. No.: 172  
Page No.: 36  
Book No.: 11  
Series of 2019.

  
JOANILE G. BERMAS  
NOTARY PUBLIC  
IN AND FOR THE CITY OF MANILA  
6<sup>th</sup> FLR, NEW WORLD MANILA BAY HOTEL & CASINO  
M.H. DEL PILAR ST, MALATE, MANILA  
COM. NO. 2018 - 033 / UNTIL DEC. 31, 2019  
ROLL NO. 66470-ARJ LIFETIME NO. 018324 / MANILA III  
MGLR COMPLIANCE VI-UNTIL 2022  
MANILA III - CHAPTER  
PTR NO. 60-0560JAN.11, 2019 / 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  
18 NOV 2019 day of 2019, 2019, personally appeared:

NAME

MARIA LOURDES R. ONTE

GOVERNMENT ID NO.

NO 2-94-240184  
Issue Date: OCTOBER 13, 2019  
Place of Issue: MALABON CITY  
Validity Period: FEBRUARY 11, 2022

known to me and known 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.

Doc. No.: 405  
Page No.: 94  
Book No.: XC VII  
Series of 2019.

JOEL E. PANER  
NOTARY PUBLIC COMMISSION NO. 2016-048  
UNIT ALYON TMR 2 BAY LILA  
Rd. No. 44000 BAY LILA  
P.O. BOX 707807 7077 MALABON  
MCLE COMPLIANCE No. VI-001532104-14-2022

GPRALDM CAYETANO