

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

- and -

**EVELINA R. PIMENTEL HOSTING AND MANAGEMENT SERVICES**, a sole proprietorship duly registered under the laws of the Philippines with office address at 779 M. Naval St. Navotas East, Navotas City, represented in this act by its Proprietor/Owner, **EVELINA R. PIMENTEL**, hereinafter referred to as the "TALENT MANAGER".

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

### WITNESSETH: THAT -

WHEREAS, PAGCOR requires the Procurement of Entertainment Services for PAGCOR Artists – MoonJazz and Overflow for the First (1<sup>st</sup>) Half of 2020 (January to June) under ITB No. SS20-00-014COR ("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:

Procurement of Entertainment Services for PAGCOR Artists – MoonJazz and Overflow for the First (1<sup>st</sup>) Half of 2020 (January to June)

EXCLUSIVITY OF THE PROGRAM: PAGCOR Artists

<b>PERFORMANCE DURATION:</b>	
1. Three (3) sets of forty-five (45) minutes or Two (2) sets of One (1) Hour per scheduled date.	
2. Call time of artist/s at least two (2) hours before time of performance.	
<b>ARTIST/S:</b>	
1. Name of Artist/s or Group: <u>MOONJAZZ</u>	
Brief Description: Full Band (Based on Artist Profile)	
Members: Seven (7) Members	
Total No. of Performances: Fifty (50) Performances which shall commence from receipt of the Notice to Proceed until June 30, 2020.	
2. Name of Artist/s or Group: <u>OVERFLOW</u>	
Brief Description: Full Band (Based on Artist Profile)	
Members: Five (5) Members	
Total No. of Performances: Eighteen (18) Performances which shall commence from receipt of the Notice to Proceed until June 30, 2020.	
<b>VENUES OF PERFORMANCES:</b>	
<ul style="list-style-type: none"> <li>• Casino Filipino Angeles – Mc Arthur Highway, Balibago, Angeles City, Pampanga</li> <li>• Mimosa Satellite – Mimosa Drive, Mimosa Leisure Estate Clark Field, Pampanga</li> <li>• Casino Filipino Olongapo – 581 Rizal Avenue, East Tapinac, Olongapo City, Zambales</li> <li>• Casino Filipino Manila Bay – Rizal Park Hotel, South Drive Road, T.M. Kalaw Extension, Ermita, Manila</li> <li>• Casino Filipino Tagaytay – E. Aguinaldo Highway, Tagaytay City</li> <li>• Madison Satellite – 2<sup>nd</sup> Floor, Madison Square Pioneer cor. Sheridan Sts., Mandaluyong City</li> <li>• Citystate Satellite – Citystate Tower Hotel, 1315 A. Mabini St., Ermita, Manila</li> <li>• Ronquillo Satellite – 561 Ronquillo St., Sta. Cruz, Manila</li> <li>• Manila Grand Opera Satellite – 925 Rizal Avenue Corner Doroteo Jose St, Sta. Cruz, Manila</li> <li>• Binondo Satellite – Chinatown Lai Lai Hotel 801 Ongpin Street corner Padilla Street, Sta. Cruz, Manila</li> <li>• Malabon Satellite – Malabon Grand Hotel and Casino, 110 MacArthur Highway, Potrero, Malabon City</li> <li>• Biñan Satellite – El Rancho Hotel &amp; Casino Biñan Business Park, National Road, Carlelay, Biñan City, Laguna</li> <li>• Carmona Satellite – San Lazaro Leisure Business Park, Carmona, Cavite</li> <li>• Network Satellite – Jipang Bldg. Network Hotel and Casino, Roxas Boulevard, Corner Perla St. Manila</li> </ul>	
Other venues as deemed necessary by PAGCOR from time to time.	
<b>OTHER CONDITIONS:</b>	
The following shall be provided by the <b>TALENT MANAGER</b> during the show and the talent fees include:	
a. Musical and Production Requirements	

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*[Handwritten Signature]*

- 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 venues as may be required by PAGCOR;
- c. ARTIST/S shall commence performance upon the receipt of the Notice to Proceed (NTP);
- d. Payment shall be based on the actual number of performance/s performed based on the request/demand of the branch/SOG's; and
- e. Venue with basic technical equipment.

**ADDITIONAL CONDITIONS:**

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

1. The ARTIST/S, 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 ARTIST/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.

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 rescheduling or re-scheduling of the subject project.

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

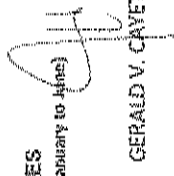
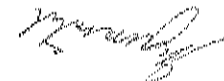
2. If the ARTIST/S is represented by a TALENT MANAGER, a Special Power of Attorney (SPA) shall be executed by the ARTIST/S that she/he properly authorizes the TALENT MANAGER to represent him/her for purposes of complying with PAGCOR's requirements.

The SPA shall be submitted upon issuance of Notice of Award (NOA).

The 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 its employees. 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



GERALD V. CRIVETANO

performance of the Services under this Contract shall likewise be the TALENT MANAGER's responsibility.

The TALENT MANAGER further binds himself 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:

<b>PERFORMANCE DURATION:</b>
1. Three (3) sets of forty-five (45) minutes or Two (2) sets of One (1) Hour per scheduled date.
2. Call time of artist/s at least two (2) hours before time of performance.
<b>ARTIST/S:</b>
1. Name of Artist/s or Group: <u>MOONJAZZ</u>
Brief Description: Full Band (Based on Artist Profile)
Members: Seven (7) Members
Total No. of Performances: Fifty (50) Performances which shall commence from receipt of the Notice to Proceed until June 30, 2020.
2. Name of Artist/s or Group: <u>OVERFLOW</u>
Brief Description: Full Band (Based on Artist Profile)
Members: Five (5) Members
Total No. of Performances: Eighteen (18) Performances which shall commence from receipt of the Notice to Proceed until June 30, 2020.
<b>VENUES OF PERFORMANCES:</b>
• Casino Filipino Angeles – Mc Arthur Highway, Balibago, Angeles City, Pampanga
• Mimosa Satellite – Mimosa Drive, Mimosa Leisure Estate Clark Field, Pampanga
• Casino Filipino Olongapo – 581 Rizal Avenue, East Tapinac, Olongapo City, Zambales
• Casino Filipino Manila Bay – Rizal Park Hotel, South Drive Road, T.M. Kalaw Extension, Ermita, Manila
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• Binondo Satellite – Chinatown Lai Lai Hotel 801 Ongpin Street corner Padilla Street, Sta. Cruz, Manila
• Malabon Satellite – Malabon Grand Hotel and Casino, 110 MacArthur Highway, Potrero, Malabon City
• Biñan Satellite – El Rancho Hotel & Casino Biñan Business Park, National Road, Canlaya,

*[Handwritten Signature]*

*[Handwritten Signature]*

Biñan City, Laguna

- Carmona Satellite – San Lazaro Leisure Business Park, Carmona, Cavite
- Network Satellite – Jipang Bldg. Network Hotel and Casino, Roxas Boulevard, Corner Perla St. 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 complete/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 Seventy-Two Thousand Four Hundred Thirteen Pesos & 84/100 (Php1,172,413.84), VAT Exclusive, Zero-Rated Transaction, with breakdown as follows:

Performer/s	Total No. of Performances	Talent Fee of Artists, Musical and/or Production Requirement and F & B	
		Cost Per Performance (VAT Exclusive, Zero-Rated Transaction)	Total Cost (VAT Exclusive, Zero-Rated Transaction)
MOONJAZZ	Fifty (50)	Php17,241.38	Php862,069.00
OVERFLOW	Eighteen (18)	Php17,241.38	Php310,344.84

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 Seventy-Two Thousand Four Hundred Thirteen Pesos & 84/100 (PhP1,172,413.84), VAT Exclusive, Zero-Rated Transaction. The cost for each performance per artist shall be as follows:

Performer/s	Cost Per Performance (VAT Exclusive, Zero-Rated Transaction)	Total Cost (VAT Exclusive, Zero-Rated Transaction)
MOONJAZZ	Seventeen Thousand Two Hundred Forty-One Pesos and 38/100 (PhP17,241.38)	Eight Hundred Sixty-Two Thousand Sixty-Nine Pesos (PhP862,069.00)
OVERFLOW	Seventeen Thousand Two Hundred Forty-One Pesos and 38/100 (PhP17,241.38)	Three Hundred Ten Thousand Three Hundred Forty-Four Pesos and 84/100 (PhP310,344.84)

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 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 performance multiplied by the number of completed 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 VII 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 there from, 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** 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 **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 renegotiate 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.

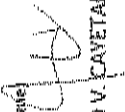
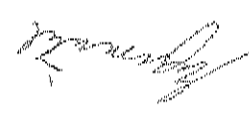
If any provision hereof is prohibited or made unenforceable under any applicable law or by a competent court or authority, the same shall not affect any other provision of this Contract, which are otherwise valid and enforceable.

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 \_\_\_\_\_, 2020 at the City of Manila, Philippines.

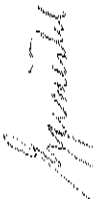
PHILIPPINE AMUSEMENT AND  
GAMING CORPORATION  
TIN: 033-000-887-972

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

Represented by:

  
ANDREA D. DOMINGO  
Chairman and Chief Executive Officer  
TIN: 119-684-814-000


Represented by:

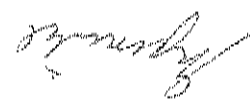
  
EVELINA R. PIMENTEL  
Proprietor/Owner  
TIN: 202-127-195-000

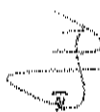
Signed in the presence of:

  
PAMELA ALPUZAL  
Social Procurement Officer

  
RONALD A. JERGID

PAID BY BANK OF MARIANA  
CASH ON HAND  
00116 11 01 0000  






**ACKNOWLEDGMENT**

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

BEFORE ME, a Notary Public for and in the City of MANILA, on this \_\_\_\_\_  
day of FEB 11 2020 2020, personally appeared:

NAME

GOVERNMENT ID NO.

**ANDREA D. DOMINGO**

**PASSPORT NO. P7681573A**

Date of Issuance: June 26, 2018

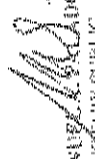
Valid until: June 25, 2028

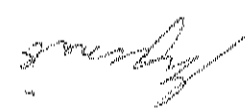
Place of Issuance: DFA Manila


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.: 438  
Page No.: 89  
Book No.: 1  
Series of 2020

  
EVELINA R. PIMENTEL, JR.  
NOTARY PUBLIC  
FOR AND IN THE CITY OF MANILA  
6<sup>th</sup> FLOOR NEW WORLD MANILA BAY HOTEL & CASINO  
1214 PSE PILAR ST. MALATE, MANILA  
COMM. NO. 8896-04 SUNTEL DEC. 31, 2020  
ROLL NO. 71808769 MANILA CHAPTER  
MCELE COMPLIANCE NO. Y1401648901NTR-4-14-2021  
PTR NO. 9887679VALAD 123456789





ACKNOWLEDGMENT

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


BEFORE ME, a Notary Public for and in the City of MANILA, on this 20 JAN 2020  
day of \_\_\_\_\_, 2020, personally appeared:

NAME GOVERNMENT ID NO.  
EVELINA R. PIMENTEL SENIOR ID 24364-L  
Issue Date: JUNE 18, 2019  
Place of Issue: NAVOTAS CITY

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.: 1116  
Page No.: 11  
Book No.: CM1  
Series of 2020

  
ATTY. DOCKLE PANER  
NOTARY PUBLIC COMMISSION No. 2020-033  
Issued on 03/07/2020 until 12/31/2022 MANILA  
UNIT 237 TMR 2 STREET AVE., MALATE, MANILA  
Roll No. 44009 \*IBP Scheme No. 2022/SS-13-00  
PTR No. 9120231/01-00-2020 MANILA / TIN 104053344  
MCLE COMPLIANCE No. VI-0518321/04-14-2022

