

## 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 -

**MC ARTHUR R. DOMINGO**, Filipino, of legal age, and a resident of Capital Park Homes II White Dove Ext., Banana Hills, Caloocan City hereinafter referred to as "**ARTIST**".

Collectively referred to as the "**PARTIES**"

The parties warrant that they are duly organized, registered, validly existing and in good standing under the laws of the Republic of the Philippines, and that the parties and their representatives are capable and have the requisite power, authority, permits, clearances and licenses, to enter into this Service Contract and to perform the Services and all of their obligations under this Service Contract.

### WITNESSETH: THAT -

**WHEREAS**, **PAGCOR** requires the Procurement of Services of a Dance Coach under ITB No. SS20-00-027COR ("Services");

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

**ARTICLE I**  
**DESCRIPTION OF WORK**

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

Procurement of Services of a Dance Coach
<b>Services:</b> Dance Coach for Entertainment Events
<b>Duration:</b> Six (6) Months
<b>Frequency:</b> Minimum of two (2) times per week (workshop and rehearsal)
<b>Scope of Work:</b>
- Choreograph routine dance steps for the dancers/usherettes and other <b>PAGCOR</b> Artists;
- Observe performances and provide suggestions for improvements of the artists;
- Monitor progress of the performances;
- Regularly teach performers new dance routines to be performed in their gigs; and
- Conducts regular workshop and trainings
<b>Deliverables:</b>
- Develop unique artistic routines to be performed by <b>PAGCOR</b> Artists / In-house performers;
- Updates on current dance trends and techniques;
- Trains <b>PAGCOR</b> Artists / In-house Artists in different forms of dance (modern, hip-hop and latest dance trends);
- Evaluates performance of <b>PAGCOR</b> Artists / In-house Artists and improves on choreography / artistic dance routines, if the need arises.

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

The **ARTIST** 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 be for a period of six (6) months commencing on the date of receipt by the **ARTIST** of the Notice to Proceed.

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**.

### **ARTICLE IV** **DAMAGES FOR DELAY**

The **ARTIST** shall complete/deliver the Services within the time prescribed in this Contract. Should the **ARTIST** incur delay in its performance, the **ARTIST** 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 **ARTIST** 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 HUNDRED TWENTY-THREE THOUSAND PESOS (PhP123,000.00)**, VAT Exclusive, Zero Rated Transaction, for a period of six (6) months.

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 **ARTIST**.

**ARTICLE VI**  
**SCHEDULE OF PAYMENT**

Payment of the Contract Price in the total amount of One Hundred Twenty-Three Thousand Pesos (PhP123,000.00), VAT Exclusive, Zero Rated Transaction, for a period of six (6) months, or Twenty Thousand Five Hundred Pesos (PhP20,500.00) per month.

Monthly payment of the Services rendered shall be made by **PAGCOR**, upon the **ARTIST**'s completion of the monthly tasks and issuance of the Monthly Certificate of Acceptance by the Entertainment Department.

**ARTICLE VII**  
**WARRANTIES AND RESPONSIBILITIES**

The **ARTIST** 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** 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** 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**, its employees or any other person.

The **ARTIST** 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** 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**'s services.

The **ARTIST** shall be liable to **PAGCOR**, for any damage to property or injury or death of persons occasioned by the Services rendered by the **ARTIST** under this Contract, or by reason of the gross neglect or willful misconduct of the **ARTIST**, or any of its agents or employees.

The **ARTIST** 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** arising out of or as a result of this Contract shall be confidential in nature. The **ARTIST** 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** 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 \_\_\_\_\_, 2020 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

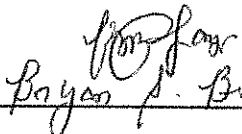
TIN No. 118-684-814

  
**MC ARTHUR R. DOMINGO**

Artist

TIN No. 705-449-656

Signed in the presence of:

  
Bayan S. Bigatol

  
AARON JERICHO S. MUNGCAL

DEPARTMENT OF  
17 FEB 11 11 00 AM

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SERVICE CONTRACT – PAGCOR and MC ARTHUR R. DOMINGO  
Procurement of Services of a Dance Coach under ITB No. SS20-00-027COR



  
GERALD V. CAYETANO

**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 FEB 10 2020 day of \_\_\_\_\_, 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 to be the same person who executed the foregoing Service Contract consisting of eight (8) 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. 434  
Page No. 88  
Book No. 1  
Series of 2020.

*EMMANUELA PALAÑO, JR.*  
NOTARY PUBLIC  
FOR AND IN THE CITY OF MANILA  
6<sup>TH</sup> FLR NEW WORLD MANILA BAY HOTEL & CASINO  
M.H. DEL PILAR ST. MALATE, MANILA  
COMM. NO. 2019-145/UNTIL DEC. 31, 2020  
ROLL NO. 71209/IBP MANILA CHAPTER  
MCLE COMPLIANCE NO. VI-0016494/UNTIL 4-14-2022  
PTR NO. 9087692/VALID 12/31/2020

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 23 day of 2020, 2020, personally appeared:

NAME

GOVERNMENT ID NO.

Arthur R. Domingo  
MC ARTHUR R. DOMINGO

N04-09-014941  
Issue Date: 10-01-2018  
Place of Issue: MANILA  
Validity Period: 10-01-2022

known to me to be the same person who executed the foregoing Service Contract consisting of eight (8) 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. 17  
Page No. \_\_\_\_\_  
Book No. CXII  
Series of 2020.

Joel E. Paner  
ATTY. JOEL E. PANER  
NOTARY PUBLIC COMMISSION No. 2020-013  
Issued on 01/20/2020 (Until 12/31/2021) MANILA  
UNIT 237 TMR'2 TAFT AVE., MALATE, MANILA  
Roll No. 44009 \*IBP Lifetime No. 2022/15-12-00  
PTR No. 9120231/01-02-2020 MANILA / TIN 104063344  
MCLE COMPLIANCE No. VI-0013321/04-14-2022

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Gerald V. Cayetano  
GERALD V. CAYETANO