

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 1869, as amended, with office address at the PAGCOR Executive Office, Fifth (5th) Floor, New World Manila Bay Hotel, M.H Del Pilar cor. Pedro Gil Sts. Malate, Manila, represented in this act by its General Manager, **Mr. RICARDO L. UY**, duly delegated by the Board of Directors, hereinafter referred to as "**PAGCOR**";

- and -

MEGA SOUNDS EVENTS & PROMOTIONS, a sole proprietorship registered with the Department of Trade and Industry (DTI) and principal office address at San Jose Village, Guadalupe, Cebu City, represented by its Proprietor, **EVANGELINE M. TABORADA**, hereinafter referred to as the "**CONTRACTOR**";

Both **PAGCOR** and the **CONTRACTOR** may be referred to as the "**PARTY**" or the "**PARTIES**" collectively.

WITNESSETH: THAT -

WHEREAS, **PAGCOR** has a requirement for a **Procurement of Entertainers for Regular Nightly Entertainment (LIVE WYRE BAND FOR PARKMALL)** under ITB No. SS19-05-020CEB ("Services");

WHEREAS, considering that all the requisites were met, **PAGCOR**, resolved to negotiate the contract with the **CONTRACTOR** pursuant to Section 53.6 of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184;

WHEREAS, the **CONTRACTOR** has submitted the Single Calculated Responsive Quotation (SCRQ) for the Services;

WHEREAS, **PAGCOR** has accepted the proposal of the **CONTRACTOR**, 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 **CONTRACTOR** hereby enter into a Contract under the following terms, conditions and stipulations:

ARTICLE I
DESCRIPTION OF WORK

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

Description
Project: Procurement of Entertainers for Regular Nightly Entertainment (LIVE WYRE BAND) under ITB No. SS19-05-020CEB
TECHNICAL SPECIFICATIONS/SCOPE OF WORK AND GENERAL CONDITIONS OF THE PROJECT
Artist: LIVE WYRE BAND
Total Number of Performance: Thirty-Three (33)gigs for the whole year
Performance Duration: Three (3) sets of 45 minutes performance per scheduled date
Performance Venue/s: Casino Filipino- Parkmall Satellite
Brief Description: <ul style="list-style-type: none">- Five (5) piece group that is fuelled principle and standards. The band assures a high quality showcase of musical talent. Not the typical show band, no fancy choreography, skimpy shorts and naïve disposition, but a group with class and elegance- Consist of Five (5) Members<ul style="list-style-type: none">• Richard Lim (Keyboardist)• Karessa Camille Toring (Main Vocals)• Nelson Ramirez (Bass Guitarist)• Aljun Gayo (Drummer)• Wilson Gatillo (Guitarist)
TERMS AND CONDITIONS
1. The Services to be provided by the Contractor should not exceed the budget given by the PAGCOR.
2. The Contractor should provide the required services/ performances upon advice of PAGCOR in Casino Filipino- Parkmall Satellite. Must strictly follow the required Theme.
3. PAGCOR has the right to "Deny/Reject" the performances/services if it is different from what PAGCOR has approved.
4. PAGCOR shall finalize the schedule and confirm performances/services required one (1) week before the event.

5. PAGCOR may cancel services/performances three (3) days before the event.
6. The artists/entertainers, venue assignments and date of performances shall not be replaced by the Contractor without express Written Consent from the PAGCOR. However, PAGCOR may change/replace venue assignment and date as deem necessary.
7. If, for any cause, any or all of the artist/s/entertainer/s/ performer/s shall become indisposed on the day of the show, the Contractor shall promptly retain the services of 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.
8. The Contractor shall inform the PAGCOR beforehand of any cancellation or non-performance.
9. The Contractor shall submit a Conforme Letter signed by the artist/s or artist's manager/booking agent stipulating therein the production budget and net amount of talent fee prior to processing of payment.
10. Processing of payment shall be made after the issuance of the Certificate of Acceptance by PAGCOR complete with required attachments and statement of account.
11. The Contractor must be able to provide compatible and high quality accompaniment readily available in every performance.

Additional Conditions

1. Must strictly follow the required theme
2. Call time of artists/performers at least two (2) hours before time of performance
3. Performers must be fit, presentable, and performance appropriate
4. No Repeat choreography or performance
5. Costumes should be clean and appropriate without snags or tear
6. If represented by a booking agent/manager, the artist/performer must execute a Special Power of Attorney (SPA) signifying that s/he properly authorizes the booking agent/manager to represent him/her for purposes of complying with PAGCOR's requirements.
7. Contract shall be effective upon the receipt of the Notice To Proceed
8. The following shall be provided by the Contractor during the show:
 - Musical and Production Requirements- Musical arrangement, Musical materials (CD, Ipods and other musical material Required
 - Food and Beverage

The **CONTRACTOR** undertakes to deliver the Services in strict conformity with the agreed specifications. **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(s)/entertainer(s)/performer(s) and employees of the **CONTRACTOR**. The **CONTRACTOR** 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(s)/entertainer(s)/performer(s) or employee of the **CONTRACTOR** during the time and consequent to the performance of the Services under this Contract, shall likewise be the **CONTRACTOR's** sole responsibility.

The **CONTRACTOR** further binds itself 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 effectivity date provided in the Notice to Proceed issued by **PAGCOR**.

The **CONTRACTOR** shall be provided with a schedule for the performances of the artists in accordance with the technical specification provided under Article 1 – Description of Work.

The schedule for the performance shall be :

Total Number of Performance: Thirty-Three (33) gigs for the whole year
Performance Duration: Three (3) sets of 45 minutes performance per scheduled date
<i>Call time of artists/performers at least two (2) hours before time of performance</i>
Name of Artist/s or Group: LIVE WYRE BAND
Brief Description: Band

Within this period, **PAGCOR** may terminate this Contract with or without cause, without incurring any liability whatsoever and without need of judicial intervention, by providing written notice to the **CONTRACTOR**, fifteen (15) days prior to the intended date.

ARTICLE IV
DAMAGES FOR DELAY

The **CONTRACTOR** shall complete/deliver the Services within the time prescribed in this Contract. Should the **CONTRACTOR** incur delay in its

performance, the **CONTRACTOR** 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 **CONTRACTOR** still fails to deliver the item 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 Ninety-Four Thousand Three Hundred Thirty-Three and 04/100 Pesos (Php 194,333.04) 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 **CONTRACTOR** 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 **CONTRACTOR**.

ARTICLE VI **SCHEDULE OF PAYMENT**

Payment of the Contract Price of **One Hundred Ninety-Four Thousand Three Hundred Thirty-Three and 04/100 Pesos (Php 194,333.04) VAT Exclusive, Zero-Rated Transaction**, shall be made after the delivery and acceptance of the services according to the schedule stated in this Contract.

For purposes of this Contract, payment shall be made upon the completion of the show based on the schedule in Article V of this Contract and the issuance of the Certificate of Acceptance by the Entertainment Department of **PAGCOR**.

ARTICLE VII
WARRANTIES AND RESPONSIBILITIES

The **CONTRACTOR** hereby warrants that:

1. There are no pending actions, suits or proceedings pending or, to the best of its knowledge, threatened actions, 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 **CONTRACTOR** 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 **CONTRACTOR** 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 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 **CONTRACTOR**, its employees or any other person.

The **CONTRACTOR** 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.

END-USER  CHAIRMAN 

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 **CONTRACTOR** shall indemnify and shall hold **PAGCOR**, its directors, employees, guests, agents and 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 **CONTRACTOR**'s services.



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

The **CONTRACTOR** 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 **CONTRACTOR** arising out of or as a result of this Contract shall be confidential in nature. The **CONTRACTOR** 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 **CONTRACTOR**'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**.

END-USER  CHAIRMAN 

ARTICLE XII **MISCELLANEOUS PROVISIONS**

In the event that facts...

IN WITNESS WHEREOF, the parties hereto have signed these presents on this ____ day of _____, 2019 at the City of Cebu, Philippines.

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

Represented by:



RICARDO L. UY
General Manager
TIN No. 102-028-683-000

**MEGA SOUNDS EVENTS &
PROMOTIONS**
TIN: 213-536-277-000

Represented by:



EVANGELINE M. TABORADA
Proprietor
TIN No. 213-536-277-000

Signed in the presence of:


Peter H. Bataluna

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Cebu, on this 24 JUL 2019
day of _____, 2019, personally appeared:

NAME

GOVERNMENT ID NO.

RICARDO L. UY
General Manager

PAG-IBIG LOYALTY CARD
NO. 1040-0250-5198

EVANGELINE M. TABORADA

known to me to be the same persons who executed the foregoing Service Contract consisting of ten (10) pages including this page, and who acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the entity they represent, they being duly authorized for this purpose.

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

Doc. No.: 222
Page No.: 45
Book No.: VII
Series of 2019


ATTY. EDUARD Y. SANDOVAL
NOTARY PUBLIC (CEB) until Dec. 31, 2019
Notarial Commission No. 13-14
Roll of Attorneys No. 57625
ISIP Lifetime No. 148, 4/26/2010
PIT No. 176573, 1/3/18
ISCLE Compliance No. V-0010677

END-USER

CHAIRMAN