

## CONTRACT

**FEBRUARY 12, 2016**

**MS. REBECCA J. CALZADO**  
**ADMINISTRATOR**  
**OVERSEAS WORKERS WELFARE ADMINISTRATION**  
F.B. Harrison St., Pasay City  
Contact No: 02 834 0089  
E-mail: owwa.ppdd@gmail.com

Dear Ms. Calzado,

Warm Greetings from Aziza Paradise Hotel!

Thank you very much you're having favorably chosen **Aziza Paradise Hotel** as your residence venue for your upcoming Company getaway slated on **February 17-19, 2016**. You are hereby assured that our guest rooms and function room will comfortably accommodate your guests and will likewise meet your specified venue requirements. Rates given are applicable for this transaction only. We do hereby submit the following arrangement details for your perusal and conformity:

### I. ROOM BLOCKING

| Room Category                               | Bed Configuration      | No. of Persons | Rate/ Night  | No. of Rooms |
|---|------------------------|----------------|--------------|--------------|
| <b>February 16-17, 2016</b>                 |                        |                |              |              |
| Deluxe Room NPV – Triple Sharing            | 1 Queen & 1 Single Bed | 3              | FOC          | 1            |
| <b>February 17-19, 2016</b>                 |                        |                |              |              |
| Superior Twin – Twin Sharing                | 2 Single Bed           | 10             | P 3, 600     | 5            |
| Superior Premier – Single or Twin Occupancy | 1 Queen Bed            | 2              | P 3, 600     | 2            |
| Deluxe Room NPV – Single or Twin Occupancy  | 1 Queen & 1 Single Bed | 2              | P 3, 800     | 2            |
| Deluxe Room NPV – Twin Sharing              | 1 Queen & 1 Single Bed | 4              | P 3, 800     | 2            |
| Deluxe Room NPV – Triple Sharing            | 1 Queen & 1 Single Bed | 27             | P 5,050      | 9            |
|   |                        | 45 Persons     | <b>TOTAL</b> | 20 rooms     |

### II. ROOM ACCOMMODATION TOTAL COST

| <b>ROOM ACCOMMODATIONS</b>                  |                              |           |                      |        |
|---|------------------------------|-----------|----------------------|--------|
| <b>February 16-17, 2016</b>                 |                              |           |                      |        |
| Deluxe Room NPV – Triple Sharing            | 1 Queen & 1 Single Bed       | 3 PERSONS | FOC                  | 1 ROOM |
| <b>February 17-19, 2016</b>                 |                              |           |                      |        |
| Superior Twin – Twin Sharing                | P 3, 600 x 5 rooms x 2nights |           | P 36, 000            |        |
| Superior Premier – Single or Twin Occupancy | P 3, 600 x 2 rooms x 2nights |           | P14, 400             |        |
| Deluxe Room NPV – Single or Twin Occupancy  | P 3, 800 x 2 rooms x 2nights |           | P15, 200             |        |
| Deluxe Room NPV – Twin Sharing              | P 3, 800 x 2 rooms x 2nights |           | P15, 200             |        |
| Deluxe Room NPV – Triple Sharing            | P 5, 050 x 9 rooms x 2nights |           | P90, 900             |        |
|   | <b>TOTAL</b>                 |           | <b>P171, 700. 00</b> |        |

#### Inclusions:

- **Room Accommodation** equipped with Air Conditioning, Cable Television, and Bathroom with Hot & Cold shower (amenities soap, bath gel, bath towel & tissue),

Television, Electronic Door Lock System (key card), Smoke Detector, Sprinkler, and Safety Deposit Box.

- Round-trip Airport transfers for in-house guests
- Welcome Drinks
- 2 Days Complimentary Breakfast
- Free use of Swimming Pool
- Free Use of Physical Fitness Gym
- Free WIFI Internet Access
- Inclusive of Tax & Service Charge

### III. FUNCTION AND MEALS PACKAGE

| DATE & TIME       | VENUE  | # OF PAX   | RATE         | TOTAL          |
|-------------------|--------|------------|--------------|----------------|
| February 17, 2016 | VODA 1 | 45 Persons | Php 1,300.00 | Php 58, 500.00 |

- ❖ Plated Breakfast with one round of juice
- ❖ Plated AM Snack with one round of juice
- ❖ Assisted Buffet Lunch with one round of juice
- ❖ Plated PM Snack with one round of juice
- ❖ Assisted Buffet Dinner with one round of juice
- ❖ Thirteen Hours (13) use of venue with sound system, podium, two microphones
- ❖ Flowing Coffee
- ❖ LCD Projector w/ screen
- ❖ Pen & Paper
- ❖ Mints & Candies
- ❖ Standby crew to assist you & your guests
- ❖ Inclusive of vat and service charge

| DATE & TIME       | VENUE  | # OF PAX   | RATE         | TOTAL          |
|-------------------|--------|------------|--------------|----------------|
| February 18, 2016 | VODA 1 | 45 Persons | Php 1,000.00 | Php 45, 000.00 |

#### Inclusions:

- ❖ Plated AM Snack with one round of juice
- ❖ Assisted Buffet Lunch with one round of juice
- ❖ Plated PM Snack with one round of juice
- ❖ Assisted Buffet Dinner with one round of juice
- ❖ Thirteen Hours (13) use of venue with sound system, podium, two microphones
- ❖ LCD Projector w/ screen
- ❖ Flowing Coffee
- ❖ Pen & Paper
- ❖ Mints & Candies
- ❖ Standby crew to assist you & your guests
- ❖ Inclusive of vat and service charge



| DATE & TIME       | VENUE  | # OF PAX   | RATE       | TOTAL         |
|-------------------|--------|------------|------------|---------------|
| February 19, 2016 | VODA 1 | 45 Persons | Php 350.00 | Php 15,750.00 |

**Inclusions:**

- ❖ Plated PM Snack with one round of juice
- ❖ Four Hours (4) use of venue with sound system, podium, two microphones
- ❖ Pen and Paper
- ❖ Flowing Coffee
- ❖ LCD Projector w/ screen
- ❖ Standby crew to assist you & your guests
- ❖ Inclusive of vat and service charge

**IV. BANQUETS TOTAL COST**

| BANQUETS / F & B  |                     |                     |
|-------------------|---------------------|---------------------|
| February 17, 2016 | P 1,300 x 45persons | 58,500.00           |
| February 18, 2016 | P 1,000 x 45persons | 45,000.00           |
| February 19, 2016 | P 350 x 45persons   | 15,750.00           |
| <b>TOTAL</b>      |                     | <b>P 119,250.00</b> |

|                                |                            |
|--------------------------------|----------------------------|
| <b>ROOMS ACCOMMODATION :</b>   | <b>PHP 171,700.00NETT</b>  |
| <b>FUNCTION &amp; MEETING:</b> | <b>PHP 119,250.00 NETT</b> |
| <b>PACKAGE GRAND TOTAL:</b>    | <b>PHP 290,950.00 NETT</b> |

**Possible Additional Charges:**

- Additional hour extension: Php 4,000/per hour ( Per Convention)
- LCD Projector: Php1,500.00 net per day
- LED : Php 5,000.00 net per day
- Energy Charge: Php500.00 / per equipment

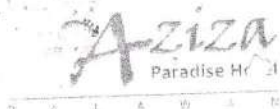
**Corkage:**

- Beverage: 750ml Wine & others.....Php300/bottle
- 750ml Brandy/Whiskey.....Php500/bottle
- 12oz or less bottled beverage...Php500/case
- Food: Lechon.....Php1,500/piece

**Payment Requirements & Cancellation Agreement on Reservations**

**II. Check In / Out Time**

- Check-in time is at 1400H on the day of the arrival
- Check-out time is at 1200H on the day of the departure



A Truly Paradise in the City

Guests who want to occupy their Guest Room before 1400H must reserve the Guest Room a night prior to the arrival date with corresponding additional room rate charge.  
 Guests who check-out beyond the check-out time of 1200H shall be charged an additional room night.

### **III. Reservation Procedures**

The Client shall provide the Hotel with the Final Rooming List on or before February 15, 2016.  
 The Rooming List shall include the following details:

- 1.) Complete names of all the guests
- 2.) Room type assigned to each guest
- 3.) Room sharing
- 4.) Complete flight details (the Hotel will not be held responsible should there be guests not picked up from and/or dropped off to the airport whose flight details were not provided by the Client)

The Client acknowledges that submitting no and/or incomplete and/or erroneous rooming list may cause delays and disorganized check-in and check-out of the guests. The Client shall take responsibility to make sure that all details are submitted to the Hotel not less than 48 hours before the guests' arrival to allot enough preparation time to the Hotel.

### **IV. Payment Requirements & Cancellation Agreement on Reservations**

**GENERAL RULE:** The Hotel will automatically cancel all reservations and arrangements made by the Client without prior notice if the Hotel does not receive, on schedule, the signed contract, payment and/or other documents that are required in this contract on or before the following Option Date.

| OPTION DATE       | CANCELLATION AGREEMENT   |  |
|-------------------|--|--|
| February 12, 2016 | Rooms cancelled after this date will be subject to cancellation charge equivalent to 100% of all room charges stated in this contract. | Signed contract.   |
| February 22, 2016 |  | One hundred percent (100%) payment shall be settled through send bill arrangement with a 15 days credit terms upon receipt of the invoice, provided duly signed LOA (Letter of Authority).   |
| February 19, 2016 |  | All incidental charges incurred by the group other extra charges such as mini bar consumption, pressing, laundry, etc. will be on the guest's personal account and must be settled immediately upon check out.<br>It is understood however that the hotels had the right to refuse accommodating the guests for failure to comply the above agreement. |



## **V. Reservations**

Currently we have the above-stated guestrooms reserved for your group. We require your signature on this Contract as your form of acceptance of the terms and conditions stated herein. Deadline for the signed Contract is on **February 12, 2016**. Reservation will be automatically cancelled once the signed contract and required payment are not received by the Hotel on or before this date.

## **V. Cancellations & Postponement**

All arrangements in this Contract are guaranteed. All reductions to the guaranteed number of rooms & persons, postponement and cancellations of this Contract shall be subject to the cancellation charge as stated below:

| DATE                     | CANCELLATION CHARGE              |
|--------------------------|----------------------------------|
| <b>February 12, 2016</b> | <b>100% of the total charges</b> |

In the interim, should another organization request the same space on a definite basis before the option date, the Hotel will give the Client a 24-hour option-to-confirm grace period.

## **VI. Billing Arrangement**

This contract may be settled via the following payment options:

- 1.) Cash
- 2.) Credit Card (Mastercard, Visa, JCB, American Express)
- 3.) Company Cheque

### **A. Fund Transfers**

Please arrange fund transfer or check payment to the following accounts:

|                       |   |   |
|-----------------------|---|---|
| Account Name          | : | AZIZA PARADISE HOTEL                        |
| Name of Bank          | : | METROBANK                                   |
| Address               | : | Rizal Avenue, Puerto Princesa City, Palawan |
| PHP Savings Account # | : | 130-7-130004624                             |
| Swift Code            | : | MBTC PHMM                                   |
| Account Name          | : | AZIZA PARADISE HOTEL                        |
| Name of Bank          | : | BDO PESO ACCOUNT                            |
| Address               | : | Bm Road Brgy. San Manuel Puerto Princesa    |
| City                  | : | Palawan 5300                                |
| PHP Savings Account # | : | 005040287098                                |
| Swift Code            | : | BNORPHMM                                    |

The Client is required to forward a copy of the deposit slip to the Hotel once the bank transfer has been made.

### **B. Incidental Charges**

All incidental charges that includes (and are not limited to) Meals, Massage, Tour Bookings, Van Rentals, Additional room nights, Additional persons, Laundry, Pressing, Mini Bar Consumption, etc will be charged to the **PERSONAL ACCOUNT** of the guest.

### **C. Non-Compliance**

If the required signed contract and deposit or payment is not received on or before the Option Date, reservation for the group will be subject to cancellation without prior notice. Reinstatement of the group reservation shall only be made upon receipt of payment and to the extent that rooms are still available at that time.

The Hotel reserves the right to assign an alternate accommodation should the contracted room/s becomes unavailable because of an unforeseen event related to force majeure or any finding relating to the room/s being made unsafe and hazardous to the guests.

### **D. Damage**

Should there be any damage caused by and delegate to any Hotel property during the Client's and Client's guests' stay, the Client or the guest responsible of the damage will be charged with the repair or replacement cost/s of the damaged item/s.

### **E. Confidentiality**

The Client, its directors, officers, employees and all delegates shall not disclose or permit to be disclosed the provisions of this Agreement or the substance thereof, information relating to the Rate or any other information relating to the Hotel which is confidential. The Client shall be responsible for any disclosure by any of the foregoing persons.

### **F. Legal Action**

In case of suit against the Client by the Hotel for the collection of unpaid accounts, attorney's fees, litigation cost, and other expenses shall be charged to the Client.

The courts of the City of Puerto Princesa shall have exclusive jurisdiction over any dispute or claim which may arise between the parties under this contract.

### **G. Amendments**

Any modification, alteration, change, revision or amendment to this Contract shall only be effective if it has been agreed to and signed by both parties in writing.

### **H. No Waiver**

The failure by either party to insist upon the strict performance of agreement and provision of this Contract, or to exercise any right or remedy consequent upon a breach thereof, shall not be construed as a waiver of any such breach or any subsequent breach of such agreement, term or condition.

### **I. Indemnity**

The Client shall waive against and indemnify, defend and hold the Hotel, its shareholders, management, officers and employees ("Indemnified Parties") harmless from and against any and all losses, damages, claims, demands, actions, penalties, suits, costs, fees and liabilities arising out of, caused by or resulting from, in whole or in part, the Event (including any injury or damage to any persons or property on or about the Hotel), or any default of or breach by the Organizer under this Contract.

### **J. Hotel Liability**

The Hotel shall in no event be under any liability for any loss or damage (including direct and indirect or consequential losses, loss of contracts, loss of profits, economic or financial



losses or anticipated savings) howsoever arising which may be suffered by the Client or any of its affiliates and/or associated companies.

The Client acknowledges that the Hotel will not be held liable for any loss or damage or injury to the guest or property of the Client or any of its guests, while in the Hotel premises, or outside of the Hotel for any events coordinated by the Hotel, except when such loss, damage or injury is due to the willful act or gross negligence of the Hotel or any of its employees.

#### **K. Non-Assignment**

The Client shall not assign or transfer any part of this Contract to any party.

Prepared by:

#### **L. Exclusions of Liability**

The Hotel will not be held liable for failure to execute obligations specified herein directly or indirectly occasioned by or through or in consequence of war, change of statutes of the Philippine Government, strikes, riots, and other civil disturbances, typhoons, floods, natural calamities and other acts of God, fire or such other conditions and events beyond the control of the Hotel.

The Hotel reserves the right to substitute similar or comparable accommodations for the room/s in case of fortuitous events/causes beyond its control, and substitution shall be accepted by the Patron as full compliance/performance under this Agreement.

#### **M. No Smoking Policy**

No Smoking Policy is strictly observed in the Hotel in accordance to the No Smoking Policy of Puerto Princesa City, Ordinance 57-93 and Republic Act No. 9211. Smoking is allowed only in designated areas of the Hotel.

#### **Payment Requirements & Cancellation Agreement on Reservations**

##### **GENERAL RULE:**

The Hotel reserves the right to release all reservations and arrangements made by the Client without prior notice if the Hotel does not receive on schedule the deposit and other documents as required below:

| OPTION DATE       | CANCELLATION AGREEMENT                       |   |
|-------------------|--|---|
| February 12, 2016 | Cancellation 7 days before the date of event | 100% of the total number of guaranteed persons & packages |

#### **CONTRACT PROVISIONS:**

- The Client agrees to pay all the charges stated in this Contract. The Client agrees to settle all cancellation charges in case of cancellation or postponement of the Event and/or reduction of guaranteed number of persons and services as agreed in this Contract.

- The Client agrees to pay the guaranteed number of guests for the event as stated in this Contract or the actual number of guests, whichever is higher.

- c. *The Hotel shall not be the one to explain to the guests who exceed the guaranteed number of persons of this Contract that there are no reservations made for them. The Client shall take the responsibility to announce that to the Client's guests.*
- d. The Client shall pay an amount of PHP4,000 for every 1 hour extension beyond the contracted time. An excess of less than 1 hour will still incur the Client a charge equivalent to 1 hour extension.
- e. Additional fees will apply for extension that exceeds the contracted time.
- f. All food and beverage items shall be purchased exclusively from the Hotel. It is agreed that the Client is not permitted to include in the menu any food and beverage item. However, the Hotel will charge corkage fee if the Client brings in any food and / or beverage. The Client agrees that the Hotel will not be held liable for any illness caused by consumption of food brought in by the Client.
- g. All Food & Beverage for corkage shall be approved by the Hotel's Food & Beverage Supervisor or Officer-in-Charge for serving. The Hotel reserves the right not to allow serving of items that do not pass the Hotel's and/or Hotel's Food & Beverage Supervisor's standards.
- h. Any modification, alteration, change, revision or amendment to this Contract shall only be effective if it has been agreed to and signed by both parties in writing.
- i. The Client agrees that the Hotel will not be held liable in case of illness caused by consumption of food and beverage brought out from the function area.
- j. The Client's project coordinator and/or organizer shall coordinate with the Hotel seven days prior to the event to lay out all necessary arrangements for audio-visuals.
- k. The Client is responsible to turn-over to the Hotel the programme, sequence and audio-visual presentations' line-up 5 days before the Event for the purpose of coordination and organization of the Hotel's operations team for Event.
- l. The Hotel reserves the right to change the menu in the event of non-availability of raw materials and other justified reasons with corresponding notice to the Client. The Hotel must inform the Client of any menu replacement and must only proceed with the changing of the menu upon approval of the Client.
- m. In case of suit against the Client by the Hotel for the collection of unpaid accounts, attorney's fees, litigation cost, and other expenses shall be charged to the Client.
- n. The courts of the City of Puerto Princesa shall have exclusive jurisdiction over any dispute or claim which may arise between the parties under this Contract.
- o. The Hotel shall not be liable for any illness resulting from consumption of food and beverage from the Client's hired outside catering contractor and/or from food taken out from the events catering area.
- p. No flammable or explosive materials shall be allowed for display or use in any part of the function area.



- q. Any/all city or national permits/licenses before holding of the Event covered by this Contract shall be the full responsibility of the Client.
- r. The Client, its directors, officers, employees and all delegates shall not disclose or permit to be disclosed the provisions of this Contract or the substance thereof, information relating to the rate and Contract or any information relating to the Hotel which is confidential. The Client shall be responsible for any disclosure by any of the foregoing persons.
- s. The failure of either party to insist upon the strict performance of any agreement, term or condition of this Contract, or to exercise any right or remedy consequent upon breach thereof, shall not be construed as a waiver of any such breach or any subsequent breach of such agreement, term or condition.
- t. The Client shall waive against and indemnify, defend and hold the Hotel, its shareholders, management, officers and employees ("Indemnified Parties") harmless from and against any and all losses, damages, claims, demands, actions, penalties, suits, costs, fees and liabilities arising out of, caused by or resulting from, in whole or in part, the Event (including any injury or damage to any persons or property on or about the Hotel), or any default of or breach by the Client under this Contract.
- u. A written agreement between Client on terms and conditions that have been approved by the Hotel must be signed prior the commencing of any work to be carried out within the Hotel premises. The Hotel reserves the right to refuse entry to any contractors/workmen/decorators engaged by the Client, should the Hotel not receive a duly executed copy of such Hotel approved agreement from the Client at least 6 days prior to commencement of the works to be carried out. The Client shall be liable for any damage to Hotel or Hotel guest property directly or indirectly caused by the Client and/or its contractors/workmen/decorators and for any and all losses, damages, costs and expenses arising therefrom.
- v. The Client is responsible to ensure that all set-ups, displays, props and decorations to be installed in the function area shall be in compliance with safety and fire regulations prescribed by local laws and regulations and by Hotel's fire and safety standards. The Hotel shall not be responsible for any consequences arising from the Client's breach of such laws, regulation and/or standards.
- w. The Client is responsible to ensure that all contractors/workmen/decorators engaged by the Client shall adhere to all Hotel Policies, Rules & Regulations, including but not limited to those governing Hotel fire safety issues. The Client shall be responsible that the layout, set-ups and decorations do not obstruct the fire escape of the function hall.
- x. The Hotel shall in no event be under any liability for any loss or damage (including direct and indirect or consequential losses, loss of contracts, loss of profits, economic or financial losses or anticipated saving) howsoever arising which may be suffered by the Client, its mother company and/or any of their associated companies.
- y. The Hotel will not be responsible for any damage or loss of merchandise left in the function hall left prior, during or after the Client's Event.
- z. The Client shall at its own cost and expense arrange its own security to ensure the safety of any valuables kept or used at the Hotel premises before, during and after the Event, or so as required. The safekeeping of any items on display/exhibition shall, at all

times prior to, during and after the event, be the responsibility of the Client. Should armed security guards be required, the Client shall obtain all appropriate licenses and permits from the local authorities at its own cost and the Hotel must be given no less than 6 days written notice of such arrangement prior to the date of the Event in order to provide any necessary coordination and/or assistance.

The offer set out in this Contract will be open for acceptance by the Client on **February 12, 2016** after which the offer shall be withdrawn and the Hotel shall be entitled to cancel all arrangements made by the Hotel to date for the Event (if any) without further notice to the Client.

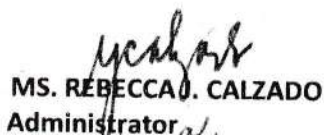
We hope that we have made everything in order. Kindly sign on the space provided below and all the pages of this contract in conformity of the arrangements and conditions.

Accepted for and on behalf of:  
**AZIZA PARADISE HOTEL**



**JEMAE PATO**  
Account Sales Executive

Accepted for and on behalf of:  
**OVERSEAS WORKERS WELFARE  
ADMINISTRATION**



**MS. REBECCA O. CALZADO**  
Administrator



**MICHAEL SANTIAGO**  
Sales Manager – Manila Sales Office





## NOTICE OF AWARD

10 February 2016

**Mr. MICHAEL SANTIAGO**  
Sales Manager – Manila Sales Office  
**AZIZA PARADISE HOTEL PALAWAN**  
Manila Sales Office/3528 Unit 5  
V. Mapa Extension Brgy. 602  
Sta. Mesa Manila

Dear Mr. Santiago:

Please be informed that your bid proposal dated 03 February 2016 for the **Proposal for Venue for Year-End Performance Assessment (YEPA) 2015 and 2016 Budget Execution** with the Total Contract Price of **Two Hundred Ninety Thousand Nine Hundred Fifty Pesos (Php290,950.00)** only, has been accepted.

Kindly acknowledge receipt and acceptance of this notice by signing the space provided below and submit a copy to the **Overseas Workers Welfare Administration**.

Thank you.

Very truly yours,

  
**REBECCA J. CALZADO**  
Administrator

Conforme:

  
**Mr. MICHAEL SANTIAGO**  
Sales Manager – Manila Sales Office/ Aziza Paradise Hotel Palawan  
Date: FEB 16 2016



**NOTICE TO PROCEED**

Date: FEB 16 2016

**Mr. MICHAEL SANTIAGO**  
Sales Manager – Manila Sales Office  
**AZIZA PARADISE HOTEL PALAWAN**  
Manila Sales Office/3528 Unit 5  
V. Mapa Extension Brgy. 602  
Sta. Mesa Manila

Dear Mr. Santiago:

The attached contract having been approved, notice is hereby given to **AZIZA PARADISE HOTEL PALAWAN** that service may commence for the **Venue for Year-End Performance Assessment (YEPA) 2015 and 2016 Budget Execution** effective **17 February 2016**.

Please acknowledge receipt and acceptance of this notice by signing the space provided below and submit a copy to the **Overseas Workers Welfare Administration**.

Thank you.

Very truly yours,

**REBECCA J. CALZADO**  
Administrator

I acknowledge receipt of this Notice on February 16, 2016.

**Mr. MICHAEL SANTIAGO**  
Sales Manager – Manila Sales Office/ Aziza Paradise Hotel Palawan