

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and executed at Pasay City, Philippines this 2nd day of March 2017, by, and between:

The **PHILIPPINE INTERNATIONAL CONVENTION CENTER, INC.** a corporation organized and existing under the laws of the Republic of the Philippines, having its principal office at the PICC Complex located at 1307 Pasay City Metro Manila, represented herein by **RENATO B. PADILLA**, General Manager, hereinafter referred to as the FIRST PARTY,

- and -

The **OVERSEAS WORKERS WELFARE ADMINISTRATION (OWWA)**, with office located at 7th St, corner F.B. Harizon Plaza, Pasay City, represented herein by **HANS LEO J. CACDAC**, Administrator, of legal age, hereinafter referred to as the SECOND PARTY,

WITNESSETH:

WHEREAS, the FIRST PARTY has the full right to make this Agreement and to rent out to the SECOND PARTY a meeting room/s of the Philippine International Convention Center (PICC) and is empowered and authorized to rent out the meeting room/conference halls therein under the terms and conditions hereinafter set forth.

WHEREAS, the SECOND PARTY is desirous of holding its event "**WOMEN'S MONTH CELEBRATION**" at the **Jose Palma Room (Meeting Room 5)** of the PICC to be held on **March 8, 2017**.

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenant and stipulations herein below stated, the parties hereto do contract and agree as follows:

1. This Agreement refers to the above-captioned event which will be held at the Philippine International Convention Center (PICC);
2. The charges for the use of PICC facilities and technical services for the event are estimated to reach a total of Pesos: **TWO HUNDRED FORTY EIGHT THOUSAND PESOS (P 248,000.00)** as itemized in the attached Estimate of Charges which is made an integral part of this Agreement.
3. The SECOND PARTY shall pay a reservation fee equivalent to twenty-five (25%) percent of the above charges within thirty (30) days after making the reservation. In case the reservation fee is not paid within the deadline set, the FIRST PARTY may then release the reservation without notice.
4. In the event of cancellation by the SECOND PARTY of the reservation with or without cause after payment of the reservation fee, the SECOND PARTY shall forfeit in favor of the FIRST PARTY the said reservation fee as cancellation charge.
5. Upon signing of this Agreement by the SECOND PARTY and the return thereof to the FIRST PARTY, the reservation fee shall be credited as partial payment and the schedule of payment shall be as follows:

SEND BILL

Payment shall be made at the PICC in cash, manager's or cashier's check, company check, personal check or bank draft, provided that payment by check shall be deemed accepted only after the FIRST PARTY has confirmed with its depository bank that such check has been cleared for encashment, provided further, that in case of payment by a bank draft, any collection fee imposed on such draft shall be for the account of the SECOND PARTY. Failure of the SECOND PARTY to comply with foregoing terms of payment shall entitle the FIRST PARTY to cancel or terminate this Agreement and disallow the holding of the event above-described.

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 HANS LEO J. CACDAC
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 WITNESS

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 RENATO B. PADILLA
[Handwritten signature]
 WITNESS

6. The SECOND PARTY shall be assessed the following additional charges, to wit:

- a. For use of PICC facilities, equipment and technical services in excess of the period agreed upon or in addition to those originally requisitioned, the SECOND PARTY shall be billed for the said excess/additional period or services, on an hourly basis using PICC tariff rates.
- b. For technical equipment (using PICC electricity) brought inside the premises upon prior permission of the FIRST PARTY, and for TV coverage or videotaping using PICC TV lights and/or power, the appropriate power charge shall be that fixed by the PICC Technical Services Department (TSD).
- c. Completed outgoing telephone calls shall be charged an appropriate flat rate per telephone line, in addition to the installation cost as prescribed by the TSD.
- d. Change in seating arrangements previously agreed upon or any such change as decided upon by the SECOND PARTY resulting to transfer of room venue and after the seating arrangement have been set up, shall be billed in accordance with the rates as prescribed by the Marketing & Events Management Department (MEMD).
- e. The sale of souvenir, promotional and commercial items shall be subject to prior authorization from, and to such commissions and/or charges as may be determined by the FIRST PARTY.

7. The hire periods of the PICC meeting rooms/halls contracted for this event shall be limited to the number of hours for each day of use, as indicated in the attached Estimate of Charges. Such rooms/halls shall immediately be vacated at the end of the hire periods, and the FIRST PARTY shall have the right to dispose of the same for other purposes unless a written approval is first obtained from the FIRST PARTY for an extension of the same.

8. Prohibitions, Indemnity and Waiver of Liability. The sale, within the FIRST PARTY's premises, of souvenir items, of whatever nature or kind, inclusive of commercial photography which might be undertaken by SECOND PARTY or SECOND PARTY's authorized representative on the occasion of the event shall be subject to the price approved by, and tariff rates of the FIRST PARTY.

The SECOND PARTY shall conduct its activities under this Agreement in such a way as not to endanger or prejudice any person or property inside the leased premises, regardless of whether such person or property pertains to the FIRST PARTY or the SECOND PARTY or to third parties. In the event any loss, damage or injury results from, or is occasioned by, such activities of the SECOND PARTY, the SECOND PARTY shall keep the FIRST PARTY free and harmless of any claim or liability arising from or in connection with, such loss, damage or injury, and shall indemnify the FIRST PARTY of any costs or expenses incurred by the FIRST PARTY in satisfying such claim or liability.

If the leased premises shall be damaged by the willful or negligent act of the SECOND PARTY, its personnel or representatives, as well as those admitted to view the show, the SECOND PARTY shall pay the FIRST PARTY, upon demand, such sum as may be necessary to restore said premises to then original condition.

Finally, the FIRST PARTY shall not be responsible for any damage or injury to the SECOND PARTY, its personnel or agent or to third parties from any cause whatsoever arising at any time during the term of this Agreement.


 HANS LEO J. CACDAC
 Witness


 RENATO B. PADILLA
 Witness

9. The SECOND PARTY must ensure that persons attending the event shall not exceed the maximum capacity of the following room/s to be used as indicated hereunder:

<u>Room</u>	<u>Maximum Capacity</u>
Jose Palma Room (Meeting Room 5)	200 pax

The FIRST PARTY has the right to refuse admission if the maximum seating capacity is exceeded regardless of whether or not those barred admissions were issued tickets/invitations by the SECOND PARTY.

10. Improperly designed inflammable, exploding and detonating materials including pyrotechnics, as well as animals, plants and substances which can or may cause harm to persons and property, as determined by the FIRST PARTY, shall not be allowed inside the premises. Violation of this provision will subject the SECOND PARTY to a penalty to be determined by the FIRST PARTY.

11. Stands, signboards, props and equipment must be removed from PICC premises within twenty-four (24) hours from closing date of the event. After this period, removal will be undertaken by the FIRST PARTY at the SECOND PARTY's expense without the former assuming any responsibility for damages and risks of any kind.

12. The SECOND PARTY shall indemnify the FIRST PARTY for losses or damages to PICC personnel and property arising from the negligence of persons in its employ or of its representatives and agents.

13. For archive purposes, the FIRST PARTY shall be provided, free of charge, with at least two (2) complete sets of documents, materials, posters, logos and hand-outs including brief/attache cases issued for or in connection with the event.

14. The plans for physical and technical arrangements for each room to be used shall be submitted to the FIRST PARTY for approval at least two (2) weeks before the set-up of the event. Failure to do so authorizes the FIRST PARTY to decide on behalf of the SECOND PARTY the appropriate arrangements.

15. In the case of exhibitions, preliminary drawings of lay-out plans made to scale, booth/stand dimensions and specifications, weight of exhibit items, electrical installations and power requirements, must be submitted to TSD one (1) month before installation date for its approval.

16. For the duration of the event, the FIRST PARTY shall maintain security for building perimeter areas and internal patrols only. The SECOND PARTY shall be responsible for the complete security and protection of its equipment and properties, including those of its personnel, agents and clients and may also provide insurance coverage and security arrangements subject to PICC security rules.

[Signature]
 HANS LEO J. CACDAG
[Signature]
 WITNESS

[Signature]
 RENATO B. PADILLA
[Signature]
 WITNESS



17. Failure by the FIRST PARTY to deliver the meeting room/s on the dates above specified, notwithstanding compliance by the SECOND PARTY of all its obligations under this Agreement, shall obligate the FIRST PARTY to indemnify to SECOND PARTY an amount equivalent to whatever payment made by the SECOND PARTY under this Agreement. Provided, that the failure to deliver by the FIRST PARTY is not due to the fault or negligence of the SECOND PARTY nor was such failure caused by force majeure or any fortuitous event; Provided, further, that in the event that such failures to deliver is due 3cancelled event at the PICC on a date under conditions mutually agreed upon by the parties;

18. For violation by the SECOND PARTY of any of the above terms and conditions, the FIRST PARTY, in addition to the remedies set forth above, shall have the right to unilaterally cancel this Agreement without notice and to exercise the appropriate legal remedies. The venue of all suits which may arise out of this Agreement shall be the courts of the City of Pasay.

19. The collection of any amount arising from the fees, charges and services stipulated in this Agreement shall be deemed to have become due and demandable from the date of signing hereof and the SECOND PARTY shall be liable for interest thereon at the prevailing legal rate of interest per month and for collection/attorney's fees equivalent to twenty-five percent (25%) of the total contract price, inclusive of interest until full payment.

IN WITNESS WHEREOF, the Parties hereunto affixed their signatures on the date and at the place first mentioned above.

PHILIPPINE INTERNATIONAL
CONVENTION CENTER, INC.
(First Party)

OVERSEAS WORKERS WELFARE
ADMINISTRATION (OWWA)
(Second Party)

By:

RENATO B. PADILLA

By:

HANS LEO J. CACDAC

SIGNED IN THE PRESENCE OF:

WITNESS
WITNESS

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF PASAY : S.S
x----->

BEFORE ME, a Notary Public for and in the city of Pasay, Philippines, personally appeared:

RENATO B. PADILLA, in his capacity as General Manager of the PICCI, with TIN 129-425-833; and

HANS LEO J. CACDAC – Administrator- OVERSEAS WORKERS WELFARE ADMINISTRATION (OWWA), 7th St, corner F.B. Harizon Plaza, Pasay City, with PASSPORT/GSIS/TIN/SSS/DRIVER'S LICENSE NO. _____ issued at _____ on _____;

both known to me and to me known to be the very same persons who executed the foregoing Agreement and they both acknowledged to me that the same is their own free acts and voluntary deeds and that of the instrumentalities they both represent.

This instrument consists of five (5) pages including the page wherein the Acknowledgment is written, signed on each and every page thereof by the parties and their two instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on this MAR 08 2017 day of _____, 2017 at CITY OF MANILA, Philippines.

ATTY. JOSELYN B. VALEROS
Notary Public
NOTARIAL SEAL NO. 200754515
PTR No. 5921061 Issued on Dec. 27, 2016 Until Dec. 31, 2017
RP No. 723863 Issued on Aug. 21, 2007
Commission No. 2016-095 issued on April 06, 2016 Until Dec. 31, 2017
ICLE No. 4072298 Issued on June 14, 2016 Valid until April 14, 2019.
Office: 1st, Imperial Bayfront Tower, 1642 A. Mabini, Manila

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Series of 2017

VGB/USD.

Records Management Division (RMD)
CERTIFIED TRUE COPY
By: _____
Date: 3/9/17 Time: 3:57pm
Copy Control No: 05
OWWA

[Handwritten Signature]
HANS LEO J. CACDAC
[Handwritten Signature]
WITNESS

[Handwritten Signature]
RENATO B. PADILLA
[Handwritten Signature]
WITNESS

REF. NO. 3.27.2017

WOMEN'S MONTH CELEBRATION
March 8, 2017

ESTIMATE OF CHARGES*
(As of February 20, 2017)

I. EVENT AREA/S

Package (Php 1,160.00 net/pax x 200 pax)

P 232,000.00**

****Package includes the following:***

- Use of **Jose Palma Room** (Meeting Room 5)
- *Set-up without aircon*
March 8, 2017 / 1am – 9am
- *Actual with aircon*
March 8, 2017 / 9am – 1pm
- Round Table Set-up for 200 pax
- Via Mare's AM Snacks & Buffet Lunch for 200 pax minimum guarantee @ Php1,160.00 net/pax
- Inclusive of V.A.T. and applicable service charge for Via Mare
- Built-in-Stage
- Motorized Screen
- Basic lights and sound system
- Wired Microphones
- Podium
- Sign stands
- Engineering services
- Janitorial services
- 12% V.A.T. in room rental charge

II. ADD: Contingency for additional requirements***

(Allotted for possible extension of hire period, power charges for any technical equipment to be brought inside PICC, charges for any additional requirement that may be incurred, etc.)

P 16,000.00***

TOTAL ESTIMATE OF CHARGES

P 248,000.00**

* Based on actual charges.

** This amount may vary in case there are changes in the rooms and/or equipment to be used.

*** Refundable to the extent not utilized.

