

ROOM & BANQUET RESERVATION CONTRACT

This agreement entered into by and between **SOL Y VIENTO MOUNTAIN HOT SPRINGS RESORT, INC.**, a business entity with principal office address at Km. 55, Makiling Heights, Barangay Pansol, Calamba, Laguna, represented by **MS. SHANEN NOGUS**, Senior Sales Manager, Hereinafter referred to as the "**HOTEL**".

-And-

OVERSEAS WORKERS WELFARE ADMINISTRATION, represented by **MR. HANS LEO J. CACDAC**, OWWA Administrator, with principal address at OWWA Center Bldg., 7th St. cor. Harrison St., Pasay City Hereinafter referred to as the "**CLIENT**"

WITNESSETH:

WHEREAS, the CLIENT booked for a minimum guaranteed number of **Forty (40) persons on August 16-18, 2017**

WHEREAS, the HOTEL has the capability to provide **rooms & meals** on the Abovementioned dates;

HENCE, THEREFORE, both PARTIES hereunto have agreed As follows:

1. ROOM REQUIREMENTS:

ROOM TYPE	CONFIGURATION	NO. OF ROOMS	NO. OF PAX	ROOM RATE
August 16-18, 2017 (Wednesday to Friday)				
SUPERIOR ROOM	Two Single Beds	6	12	PHP81, 880.00NETT
TEAM ROOM (Dorm Type)	Good for Four	6	24	
EXTRA MATTRESS			4	
TOTAL		12 rooms	40 persons	

- Above rates are inclusive of VAT and service charge
- Additional reservation request will be subject to availability only. Should the group rates not be available, rooms will be confirmed at the prevailing rate of the day
- Rates extended shall only be available and applicable for your group per your requirement.
- Check-in time starts at 2:00pm on the day of arrival. Check-out time is 12:00 noon.
- Early Check – In and Late Check – Out is subject to availability.
- 50% of the contracted room rate shall be charged for **check-in** between 7:00 AM and 12:00 noon.
- 50% of the contracted room rate shall be charged for late **check-out** up to 6:00 PM. The full contracted room rate will be charged after 6:00 PM.
- Rooming list is required prior to check – in.
- Changing of participants according to list should be coordinated with the Front Desk/Sales Handler.
- Unused room/s by the group that are stated in the contract neither are refundable nor be converted into other dates of usage.
- The date/s stated in the contract is/are the only date/s that the room/s will be allowed for use.

Inclusions:

- In-room wifi access
- Cabled TVs
- Air Conditioned Rooms
- Complimentary bottled water
- Complimentary Use of Swimming Pool and Outdoor Jacuzzis

- Complimentary use of Gazebo with tables and chairs (First come, first serve basis)
- Complimentary Parking (Subject to availability)

2. DEBRIEFING PACKAGE: PHP144, 120.00NETT; GOOD FOR 40 PERSONS

In excess of 40 persons, Php3, 600.00nettshall be charged per person

Inclusions:

- Use of One (1) Function Room (Maximum of 8 hours)
- One (1) Coffee and Tea for Mid-morning and or Afternoon coffee break per Day
- Use of LCD and Projector Screen
- Use of White Board with Markers & Eraser
- Conference Materials and Mints for all participants
- Basic Sound System with two microphones
- Complimentary Use of Videoke for Socials (Four (4) Hours Use Only)
- Complimentary Use of Team Building Area (Subject for Scheduling)
- One (1) Complimentary Welcome Banner

3. FUNCTION ROOM ARRANGEMENT:

FUNCTION DATE	TIME	FUNCTION ROOM	ACTIVITY	FUNCTION SET-UP
August 16, 2017 (Wednesday)	8:00am-9:00pm	Valencia	Debriefing	Classroom
August 17, 2017 (Thursday)	8:00am-10:00pm	Valencia	Debriefing	Classroom
August 18, 2017 (Friday)	8:00am-5:00pm	Valencia	Debriefing	Classroom

ETA of the group: 8:00am – August 16, 2017

ETD of the group: 5:00pm – August 18, 2017

Profile of the group: Employees

VIP: TBA

Function room assigned according to the guaranteed number of persons and set-up. The Hotel has the option to assign alternative venue should the expected guaranteed number of persons change, subject to availability and prior arrangement from the organizer.

Should you wish to use the function room beyond the stipulated time; **Php2, 500.00nett hourly rental shall be applied.**

4. FOOD & BEVERAGE ARRANGEMENT & SCHEDULE:

MEAL	SERVING TIME	VENUE	MIN. GUARANTEED # OF PERSONS
August 16, 2017 (Wednesday)			
AM Snack	9:30am-10:00am	Valencia	40
Buffet Lunch	12:00nn-1:00pm	Valencia	40
PM Snack	3:30pm-4:00pm	Valencia	40
Buffet Dinner	7:00pm-8:00pm	Valencia	40
August 17, 2017 (Thursday)			
Buffet Breakfast	8:00am-9:00am	Valencia	40
AM Snack	10:00am-10:30am	Valencia	40
Buffet Lunch	12:00nn-1:00pm	Valencia	40
PM Snack	3:30pm-4:00pm	Valencia	40
Buffet Dinner	7:00pm-8:00pm	Valencia	40
August 18, 2017 (Friday)			
Buffet Breakfast	8:00am-9:00am	Valencia	40
AM Snack	10:00am-10:30am	Valencia	40
Buffet Lunch	12:00nn-1:00pm	Valencia	40
PM Snack	3:30pm-4:00pm	Valencia	40

- Lunch and Dinner will be served with Soup, Two (2) Main courses (1 Meat & 1 Fish), Side Dish Vegetable, Dessert & Steamed Rice
- Breakfast – Two (2) Main courses, Scrambled Egg, Fried Rice, Fresh Fruits & Coffee
- PM Snacks- one (1) item each
- One (1) round of drinks per meal
- *Socials (One Bottle of Beer and Pica-Pica per Participant)*
- Dietary Restrictions: N/A
- Chef's Discretion: The Hotel will be the ones providing the menu line-up for the Company since the Hotel requires five (5) working days before the event in order for the client to choose, and is subject to change.

5. OTHER APPLICABLE RATES IN EXCESS OF GUARANTEED NUMBER OF PAX (IF ANY):

MEAL RATES

Plated Lunch/ Dinner	-	Php650.00nett/person/meal
Plated Breakfast	-	Php450.00nett/person/meal
AM/PM Snack	-	Php250.00nett/person/meal

Corkage fee (if engager opts to bring any of the following):

ITEMS	Prices	Quantity
Foods	Php100.00/persons	
Bottled/Can Beer, Juices & Soda	Php50.00/pc.	
1 Liter Beer, Juices & Soda	Php100.00/bottle	
750ml Wine, Spirits & Liquor	Php500.00/bottle	
Lechon Baboy	Php1, 500.00/pc.	
Lechon Baka	Php3, 000.00/pc.	

6. SUMMARY OF CHARGES:

- A. Room Requirements** Php81, 880.00nett good for 40 persons = Php81, 880.00nett
- B. Banquet Requirements** Php144, 120.00nett good for 40 persons = Php144, 120.00nett

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TOTAL AMOUNT PAYABLE :PHP226, 000.00NETT

7. OFFICIAL SIGNATORY:

MR. HANS LEO J. CACDAC, OWWA Administrator, is the only authorized person to sign for all arranged Room and F& B charges. Other charges will be on personal account of the participants.

8. REVISIONS/AMENDMENTS:

- Additional meals required by the CLIENT may be allowed by the HOTEL provided that notification shall be advised at least one hundred twenty (120) hours (5 Days) prior to arrival date.
- Reduction on the guaranteed number of covers on the food and beverage arrangements will be charged based on the Hotel's existing cancellation policy.
- Any changes or additions to this Agreement shall not be binding until such changes or additions have been approved in writing by both parties thru the Hotel's Amendment Form.

9. CANCELLATION POLICY:

- Thirty-(30) day notice prior to arrival date, the CLIENT will be charged Thirty percent (30%) of the total guaranteed package.
- Fifteen-(15) day notice prior to arrival date, the CLIENT will be charged Fifty percent (50%) of the total guaranteed package.
- Seven (7) day notice prior to arrival date, the CLIENT will be charged the FULL AMOUNT of the total guaranteed package.

10. CHANGE OF DATE:

- The **OVERSEAS WORKERS WELFARE ADMINISTRATION** will be allowed to move/change the date of the event provided there is an appropriate advice to the property, at the very least fifteen (15) days prior to the event. Consequently, the group hereby acknowledges that should there be any price increase/movement in the following items/services; (1) room rates; (2) function room space & rental rates; (3) menu price/s of food and beverage; and (4) reprinting of collateral materials; the engager fully recognizes the said price increase/movement (if any) and will therefore adhere to the said change/s.

11. PAYMENT/S:

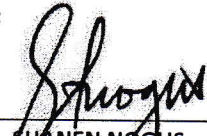
- THE CLIENT SHALL PAY THE TOTAL AMOUNT OF THE LIVE-IN PACKAGE AMOUNTING TO PHP226,000.00 NETT ALONG WITH INCIDENTALS AND OTHER AUTHORIZED CHARGES MADE; THE INDIVIDUAL OR GROUP OR BOTH ACKNOWLEDGED BY THE OFFICIAL SIGNATORY THRU SEND BILL ARRANGEMENT, FIFTEEN (15) DAYS AFTER THE EVENT (SEPTEMBER 02, 2017) THRU CHECK/CASH/CREDIT CARD ARRANGEMENT. A CORRESPONDING SURCHARGE OF 5% WILL BE APPLIED TO THE TOTAL BILL OR BALANCE FOR NON-COMPLIANCE TO THE SCHEDULED DATE OF PAYMENT ON A DAILY BASIS UNTIL PAYMENT HAS BEEN MADE.
 - If the required deposit or payment is not received on the date indicated above, regrettably the reservation for the group may be subject to cancellation without prior notice. Reinstatement of the reservation can only be made upon receipt of payment, provided that the rooms & venue are still available.
 - Payments may be made thru any **CHINA BANK SAVINGS** branch with the following details:
Account name: SOL Y VIENTO MOUNTAIN HOT SPRING RESORT, INC.
Account number: 00-77-90076-4
Calamba branch
 - Payments may be also made thru any **BDO** branch with the following details:
Account name: SOL Y VIENTO MOUNTAIN HOT SPRING RESORT, INC.
Account number: 001290495732
Calamba branch
 - Payments made by the **CLIENT** to the **HOTEL** are non-refundable.
 - The **CLIENT** may withhold expanded withholding tax (EWT) of 2% of the bill exclusive or net of VAT pursuant to BIR Revenue Memorandum Cir. No. 72-2004 IF the **CLIENT** falls under the category of tax payers obliged to withhold from its supplier. However, a photocopy of the letter from BIR considering that the **CLIENT** belongs to the top 10,000 corporations of the Philippines must be submitted to support this arrangement.
 - A "Certificate of Creditable Tax" for taxes withheld shall be submitted by the **CLIENT** to the **HOTEL** prior to group's check-out. Otherwise, the **HOTEL** will require full payment of the total amount payable by the **CLIENT**.
12. ONLY ten (10%) percent allowance based from the minimum guaranteed number of person will be prepared by the hotel in case of sudden increase in the number of participants beyond the guaranteed number of person. Beyond the ten (10%) percent allowance, the HOTEL will still accommodate the reasonable increase in the number of persons based on the agreed meal rates per person, however, food items to be served will strictly be on chef's discretion.
13. Should there be any damages to the Hotel property during your event caused by you and your guests, the HOTEL shall hold the engager liable for any/all damages incurred within the public/pool area and inside the premises due to negligence. Further, the engager shall be held accountable and responsible for any repair cost/s.

14. Please advise all your guests/participants not to leave valuables, such as cell phones, laptops, electronic gadgets, etc., unattended, especially inside or outside the function room/s. You and your guests/participants shall be solely responsible for the safe keep of all your personal belongings, event materials and other items. The HOTEL shall, in no instance, be held liable for any loss of such items, in any of the Hotel's public areas or inside the rooms and function room.
15. The Hotel shall strictly not allow any leftover food items to be taken out or brought inside the room for health, sanitation, and safety purposes.
16. The Hotel shall also not allow the bringing-in of either food and/or drinks in the premises during functions for health, sanitation and safety purposes.
17. The Hotel strictly prohibits sticking and/or hammering any materials on the walls, ceilings, floor, and doors, inside the venue. In case of damages to the Hotel property, the engager/client or any of its guests will be charged accordingly for the total amount of the repair/replacement of damaged Hotel property/ies.
18. The HOTEL reserves the right to issue further terms and conditions related to the use of the facilities from time to time for the safety, protection and preservation of the interest of the HOTEL. Such terms and conditions when so issued shall have the same force and effect as original part of this Agreement.
19. Any disturbance or discontinuance of this agreement due to causes beyond the control of the HOTEL shall confer no right, nor cause of action against the HOTEL, nor shall the terms and conditions of such agreement be deemed effective and/or continued thereby.
20. **Force Majeure** - Both parties shall not be liable for failure to comply with this agreement due to acts of nature or *force majeure* including, but not limited to: labor disputes, natural disasters or other causes beyond the control of both parties.
21. The Hotel has the right to cancel/release the booking of the aforementioned group should the signed contract was not return on **August 11, 2017 – 10:00am.**

IN WITNESS WHEREOFF, the parties hereto sign this document at Pasay City, Philippines on this **10th day of August, 2017**

SOL Y VIENTO – PANSOL

By:



MS. SHANEN NOGUS
Senior Sales Manager

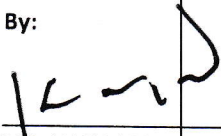
By:

(Original Copy Signed)

MS. THERESA V. PELAYO
Director of Sales and Marketing

CONFORME:

By:



MR. HANS LEO J. CACDAC
OWWA Administrator
OVERSEAS WORKERS WELFARE ADMINISTRATION

