

MIDASHOTELANDCASINO.COM

7702 FOXAS BOULEVARD
PASAY CITY, PHILIPPINES 1300

F: 0917 882 8390

F: 0612 549 5200

E: INFO@MIDASHOTELANDCASINO.COM

FOR FILE

November 19, 2018

HANS LEO C. CACDAC

Administrator

Overseas Workers Welfare Administration – Pasay

Email: owwa_pdos@yahoo.com

Mobile: 0935-4827626

CONTRACT

RE: PDOS TRAINING OF TRAINERS 2018

November 19-20, 2018, November 28-29, 2018 & December 4-5, 2018

Dear Mr. Cacdac,

Warm greetings from Midas Hotel!

Following are the final arrangements for the above mentioned event, for your review and final confirmation.

I. FUNCTION ROOM REQUIREMENTS

DATE	NO. OF PERSONS	TIME	TYPE OF FUNCTION	VENUE	STATUS
November 19-20, 2018	60 pax	8am-5pm	Seminar	Midas Tent 1	Confirmed
November 28-29, 2018	60 pax	8am-5pm	Seminar	Midas Tent 1	Confirmed
December 4-5, 2018	60 pax	8am-5pm	Seminar	Avenue Montaigne	Confirmed

A minimum guaranteed attendance for the event must be finalized upon confirmation. Charges for the events will apply to the guaranteed or actual number of people attending, whichever is higher.

MEAL REQUIREMENTS:

Whole day conference package at P1,200 nett/person
(Plated am snack, Modified Lunch Buffet, Plated pm snack)

SET-UP/INCLUSIONS:

Midas Tent & Avenue Montaigne:

- Classroom Set-up
- Banquet chairs with white seat cover
- Basic PA system (speakers, microphone, DVD player)
- Registration table
- Podium

MIDASHOTELANDCASINO.COM

2762 ROXAS BOULEVARD
PASAY CITY, PHILIPPINES 1300

T +632 902 0100

F +632 059 5700

E INFO@MIDASHOTELANDCASINO.COM

Contract
Overseas Workers Welfare Administration – Pasay
Page 2

- Mint candies
- Pads and pencils
- LCD Screen and projector
- Platform
- Complimentary valet parking pass for 10% of total guaranteed guests
- Wifi
- Flowing coffee

ENGINEERING REQUIREMENTS:

- Complete lights and Air-con
- Basic PA system

III. BILLING ARRANGEMENTS

As a hotel policy, we require the following payment terms:

- Send bill arrangement with signed contract and certificate of availability of funds to be provided prior the actual event.
- Incidental charges are to be settled right after the function through cash or credit card.

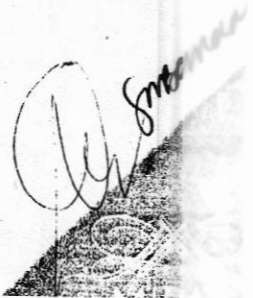
IV. ESTIMATED EXPENSES BASED ON THE MINIMUM GUARANTEE

BANQUET CHARGES:

November 19-20, 2018: Whole day conference package at P1,200 x 60 pax x 2 days	Php 144,000.00nett
November 28-29, 2018: Whole day conference package at P1,200 x 60 pax x 2 days	Php 144,000.00nett
December 4-5, 2018: Whole day conference package at P1,200 x 60 pax x 2 days	Php 144,000.00nett
	=====
TOTAL BANQUET CHARGES:	PHP 432, 000.00NETT

V. OTHER TERMS AND CONDITIONS

1. All food and beverage items shall be purchased exclusively from MIDAS HOTEL (herein after referred to as the HOTEL). The ENGAGER or any of its guests is prohibited from bringing into the HOTEL such food and beverage items. Any item brought into or out of the HOTEL will be subject to the policies established by the HOTEL.
2. The ENGAGER shall deposit an amount equivalent to at least fifty percent (50%) of the total cost of the contracted price three (3) months prior to the function date or upon signing of this document. Any deposit made is non-refundable and may not be used for any function other than the one stated herein. It shall be deductible from the function's total contracted price. Full payment shall be paid at the latest one (1) month prior to the date of the function in the form of cash, credit card or check unless a credit card line has been previously established. Incidental charges must be paid immediately after the event in cash or credit card only.
- 3.



4. An authorized representative of MIDAS HOTEL and the ENGAGER shall fix and establish the full details of the food, beverage, items ordered and other instructions at the latest one (1) month prior to the function date. The HOTEL shall furnish the ENGAGER a written copy of the full details, and shall form part of the contract. Unless the final contract is therein subsequently amended or adjusted in writing, no other terms shall be deemed included in the final contract.
5. The ENGAGER shall be billed in accordance with the minimum number of persons finally contracted notwithstanding under attendance or in case of non-appearance of the ENGAGER. However, should the attendance be more than the minimum number stipulated, the ENGAGER shall be billed per cover at the actual number of persons present.
6. The ENGAGER may request in writing the adjustment in number of guaranteed guests:
7. The ENGAGER may increase the number of covers by giving the HOTEL a written notice at the latest three (3) days prior to the function date.
8. The HOTEL shall not in anyway be held responsible for insufficiency of food and beverage should the actual number of persons exceed ten percent (10%) of the guaranteed attendance.
9. The HOTEL reserves the absolute right to reassign/relocate the event to another function room more suitable to the final arrangements required and/or should the ENGAGER increase or decrease the number of persons and such substitute place shall be deemed by the ENGAGER in full compliance under this agreement and for this purpose the HOTEL is no way liable to the ENGAGER.
10. The ENGAGER hereby expressly allows the HOTEL to withhold anything of value belonging to the ENGAGER upon failure of the latter to settle his/her obligation arising from this contract until the ENGAGER settles the obligation.
11. The ENGAGER hereby agrees to adhere to the Hotel's Operating Guidelines for Function Rooms, hereto attached as Annex "A" of this agreement. The Engager shall ensure that his suppliers/contractors shall abide by the same, and the Hotel shall hold the Engager liable for non-compliance of his suppliers/contractors.
12. Cancellation of the event by the ENGAGER must be notified to the Hotel in writing. An applicable cancellation charge shall be levied on the Engager in accordance with the cancellation policy. The cancellation charges shall be based on the date the written cancellation notice is received and the actual date of the event.

Number of days cancellation is received prior to date of function	Cancellation Fee based on the Percentage of the anticipated revenue
Over 60 days	No cancellation charge
31 days – 60 days	30% of anticipated minimum revenue
16 days – 30 days	50% of anticipated minimum revenue
5 days – 15 days	85% of anticipated minimum revenue
0 days – 4 days	100% of anticipated minimum revenue

13. Postponement of the function to another date or time shall be allowed only if made at the latest sixty one (61) days prior to the date of the function (except for force majeure). The Engager must notify the Hotel in writing of the postponement of the event.
14. Postponement of the function shall be allowed only once, and the new date for the event must fall within the next (2) months counted from the original date of the function. Otherwise, such

MIDASHOTELANDCASINO.COM

3702 ROXAS BOULEVARD
PASAY CITY, PHILIPPINES 1306

T +63 902 0100

F +63 654 5750

E INFO@MIDASHOTELANDCASINO.COM

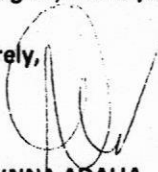
Contract
Overseas Workers Welfare Administration – Pasay
Page 4

- postponement shall be considered a cancellation, and shall be subject to a cancellation charge as applicable.
15. Postponement of the banquet function by the Engager due to force majeure or Acts of God but not limited to earthquake, other natural calamities, fire, strike, riots, coup d'etat, major power shortages or electrical power shutdowns which may be imposed by the Government and occurring during the day of the function, severe water shortage leading to water rationing, shall be allowed by the Hotel provided that the notice of postponement for the above reasons is given at least twenty-four (24) hours prior to the commencement of the event. Otherwise, a penalty equivalent to fifty percent (50%) of the minimum guaranteed food revenue shall be charged to the ENGAGER.
 16. Cancellation of the Banquet function by the HOTEL due to force majeure shall entitle the ENGAGER to a full refund of all payments already given and the engager shall have no other claim or right of action or damages against the HOTEL by reason of the said cancellation.
 17. The HOTEL shall not be liable for failure to comply with any of the terms of this Agreement due to labor dispute, fortuitous event or other causes beyond its control.
 18. In case of suit against the Engager by the Hotel to enforce collection of unpaid account, twenty-five (25%) percent of the unpaid amount shall be added for attorney's fees and expenses of collection, whether actually incurred or not.
 19. The parties hereto expressly submit themselves to the jurisdiction of the proper courts of Pasay City for legal action arising out of this agreement.
 20. The Engager affirms that he has read the terms and conditions of the contract. The ENGAGER may authorize in writing an agent to sign this contract for and his behalf and the ENGAGER shall be bound hereby.

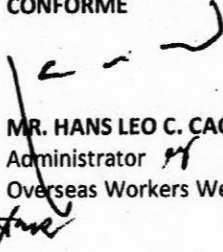
The signature below and on all pages signify agreement of both parties to all details, agreements, terms and conditions.

Once again, thank you for choosing Midas Hotel!


Sincerely,


MS. DINNA ADALIA
Associate Director of Sales
Midas Hotel and Casino

CONFORME


MR. HANS LEO C. CACDAC
Administrator
Overseas Workers Welfare Administration – Pasay

Noted by:


MS REIGINE VALEIE BANAAG
Director of Sales
Midas Hotel and Casino