



ACCOMMODATION AND BANQUET CONTRACT
 Department of Trade Industries – Small Business Corporation
 Makati, Philippines

[Signature]
RICARDO M. PEREZ
 CEO IV, DTI – SB Corporation

This Memorandum of Agreement made and entered into this 23rd of November 2018 by and between:

THE ORCHID GARDENS a corporation duly-registered and existing under the laws of the Philippines with office address at Lazatin Blvd., San Juan, City of San Fernando, Pampanga represented herein by its **General Manager , GIL C. VELASCO JR.** and hereinafter referred to as **T.O.G.**;

-and-

DEPARTMENT OF TRADE AND INDUSTRY – SMALL BUSINESS CORPORATION with address in the City of Makati, Philippines represented herein by **RICARDO M. PEREZ, CEO IV**, and hereinafter referred to as the **CLIENT**;

[Signature]
KEZIAH GRACE DE JESUS
 Sales Account Executive

WITNESSETH, that:

WHEREAS, the **CLIENT** requires **ACCOMMODATION AND BANQUET PACKAGE** on **12-13 December 2018** in the City of San Fernando, Pampanga;

WHEREAS, **T.O.G.** is capable and willing to provide **ACCOMMODATION AND BANQUET PACKAGE** for Client in the City of San Fernando, Pampanga;

NOW, THEREFORE, for and in consideration of the foregoing premises and subject to the terms and conditions set forth herein, the parties have agreed as follows:

A. ACCOMMODATION PACKAGE (MYSTIQUE LANE)

[Signature]
ALBERT MARCEO
 Sales and Marketing Manager

ROOM TYPE	CHECK IN	CHECK OUT	DAYS	PAX	ROOMS	SHARING
Deluxe	12-Dec	13-Dec	2	66	22	3 Pax/room
Superior Plus	11-Dec	13-Dec	3	1	1	1 Pax/room
Deluxe	11-Dec	13-Dec	3	3	1	3 Pax/room
Deluxe	11-Dec	13-Dec	3	2	1	2 Pax/room
TOTAL:				72	25	

Inclusions:

- Complimentary Breakfast
- Wi-fi access
- Complimentary bottled water
- Room amenities
- Free access to the lap pool and to the resort
- Complimentary parking

[Signature]
GIL C. VELASCO JR.
 General Manager



Check in/Out Time

- Check-in time is 2:00 PM on the day of arrival; Check-out time is 12:00 noon

Early check in is subject to availability

B. VENUE PACKAGE

Inclusions:

- Use of the Function Room (IMANG NENE)
- Free Coffee
- Use of LCD Projector and White Screen
- Sound System and Microphones
- Chairs and Tables

C. MEAL PACKAGE

DATE	MEAL TYPE	TIME	VENUE	NO. OF PAX
12-Dec	AM SNACKS	9:30 AM	IMANG NENE	65
12-Dec	LUNCH	12:00 NN	IMANG NENE	65
12-Dec	PM SNACKS	3:00 PM	IMANG NENE	65
12-Dec	DINNER	7:00 PM	IMANG NENE	65
13-Dec	AM SNACKS	9:30 AM	IMANG NENE	65
13-Dec	LUNCH	12:00 NN	IMANG NENE	65
13-Dec	PM SNACKS	3:00 PM	IMANG NENE	65

A. In excess of Minimum Guaranteed Number of Attendance

Number of pax guaranteed may be increased up to 10% with the same cost per pax per meal.

B. Corkage Fee

ITEM	CORKAGE FEE
Lechon	P2,000.00/piece
Beer	P500.00/case
Hard Liquor	P750.00/750ml bottle
Dessert Station	P1,500.00/set-up
Food Cart	P1,000.00/cart

C. Safety Concerns

OUTSIDE FOOD – Bringing in into THE ORCHID GARDENS any food not provided or prepared by the Hotel is strictly prohibited.

Due to food security and safety concerns, left-over food cannot be wrapped and/or taken out unless a food waiver form is signed.

The Client is responsible for any meal arrangement of its staff, suppliers, exhibitors and contractors. However, no outside catering or outside food, except those coming from well-known fast-foods, will be allowed to be served to the staff, suppliers, exhibitors or contractors at THE

RICARDO M. PEREZ
 CEO IV, DTI – SB Corporation

KEZIAH GRACE DE JESUS
 Sales Account Executive

ALBERT ARCEO
 Sales and Marketing Manager

GIL C. VELASCO, JR.
 General Manager



ORCHID GARDENS unless a special arrangement has been made, subject to corresponding corkage fees and signed food waiver. Crew Meals from THE ORCHID GARDENS are available upon prior arrangement, subject to a minimal charge.

I. EVENT CENTER AND OTHER TECHNICAL REQUIREMENTS:

EVENT CENTER ASSIGNMENT

Function Halls are assigned according to the expected attendance and set up. The Orchid Gardens reserves the right to assign alternative meeting space suitable for the event's requirements should the expected attendance change, subject to availability and prior agreement from Client.

The maximum capacity of IMANG NENE is 80 pax in banquet set up. In the interest of safety and in compliance with local regulations, we respectfully regret our inability to permit entry in excess of this number.

EXTENSION OF USE OF FUNCTION ROOM

An hourly, or part thereof, surcharges shall be applied should the event extend over the contracted time of use of function room. Any extension of usage of function hall shall also be subject to availability should there be any function(s) right after your event. Please see below for the corresponding hourly rates per function hall:

Function Hall	Rate per hour
The Forum Event Center	P5,600.00
The Orchidarium Event Center	P5,600.00
Imang Nene	P5,000.00

INGRESS & EGRESS

Early access for pre set-up and/or rehearsal is subject to availability of the function hall. If overnight set up of the function hall is required, a charge will be levied. Upon the prior written approval of the Client, The Orchid Gardens may make appropriate changes in function venues should there be amendments to the above or availability of more suitable venues.

DECORATION

Decorations must be pre-approved by The Orchid Gardens. The client is responsible for taking down all approved decorations before leaving. Confetti and glitter is discouraged. If confetti and/or glitter is used an additional P1,500.00 clean-up fee will be charged. Posting on the walls using masking tape is also discouraged.

GOVERNMENT LAW AND DISPUTES

This Agreement shall be governed by, and shall be construed, interpreted and applied in accordance with the laws of the Republic of the Philippines. Any disputes, controversies, or claims arising out of or in connection with this contract, including any questions regarding its existence, validity or termination shall be finally resolved by arbitration under the Rules of the Republic of the Philippines in the City of San Fernando, Pampanga that is currently in effect.

DAMAGE

The client assumes responsibility for any damage that may occur on the premises: this includes any breakage of glasses and/or dishes, damages of walls, furniture, flooring etc that is beyond wear and tear that does not cover by The Orchid Gardens' suppliers. The client agrees to indemnify and hold harmless THE

RICARDO M. BEREZ
CEO IV, DTI – SB Corporation

KEZIAH GRACE DE JESUS
Sales Account Executive

ALBERT ARCEO
Sales and Marketing Manager

GIL G. VELASCO, JR.
General Manager



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ORCHID GARDENS, its management and staff for any costs incurred, including attorney's fees, arising as a result of any injury to person or damage of property, or any other claim whatsoever resulting from the client's use of the premises.

II. SECURITY

THE ORCHID GARDENS priority is the safety & security of our guests and associates. THE ORCHID GARDENS, however, cannot ensure the security of items left unattended in the event centers.

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. Armed guards/security is strictly prohibited.

FIRE AND SAFETY REGULATIONS

IN ORDER TO ENSURE THE SAFETY OF OUR GUESTS, THE ORCHID GARDENS requires the Client and any or all of its contractors, workmen, decorators, suppliers, exhibitors, etc. engaged or hired by the Client to adhere to all THE ORCHID GARDENS policies, rules and regulations, including but not limited to those governing THE ORCHID GARDENS fire and safety issues. The Client shall be responsible for ensuring that all fire exists inside the function halls are not obstructed by seating arrangements, stage, equipment and other set up for the Event. No inflammable materials may be brought onto Hotel premises without the prior written permission from THE ORCHID GARDENS. (For Venue Rental Clients Only)

III. TOTAL AMOUNT PAYABLE

Venue and Meals Package	Php 163, 600.00
Accommodation Requirements	Php 36, 400.00
TOTAL PACKAGE	<u>Php 200, 000.00</u>

Venue and Meals Package
Accommodation Requirements
Rate is **inclusive** of VAT and **inclusive** of Service Charge
Special Rate subject for this date and booking only

IV. TERMS AND CONDITIONS

CONFIRMATION & CUT OFF DATE

THE ORCHID GARDENS shall NOT allow a decrease of minimum guaranteed number of persons otherwise; billing will be based on the original guaranteed number of persons.

The individuals signing below represent that each is authorized to bind his/her party to this contract agreement. In the event a fully signed copy of this agreement is not received by the above date, all event centers and guestrooms referred herein will be released automatically without further notice, and neither party will have any obligations under this agreement.

BILLING ARRANGEMENT

For Send Bill Arrangement, a Certificate of Availability of Funds and Letter of Authorization should be submitted by CLIENT prior to the event. Payment should be made at least thirty (30) working days after submission of Statement of Account (SOA).

All prices quoted in this agreement are stated in Philippines Peso Currency. Should the Client fail to settle accounts within the agreed terms, THE ORCHID GARDENS shall have the right to demand immediate payment on all outstanding accounts. Interest of two per cent (2%) per month will be charged on all overdue accounts. Payment shall be made thru cash, credit card or company checks payable to:

RICARDO M. PEREZ
CEO IV, DTI – SB Corporation

KEZIAH GRACE DE JESUS
Sales Account Executive

ALBERT ARCEO
Sales and Marketing Manager

GIL C. VELASCO JR.
General Manager



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Account Name: **THE ORCHIDSGARDEN, INC**
Bank: *Bank of the Philippine Islands (BPI)*
Account Number: **000703426492**

All changes in the package rates, including but not limited to incidental and/or miscellaneous charges shall first be approved by the Client in writing. Any additional packages and/or services not covered by this agreement shall not be charged to the account of the Client, unless the prior written approval of the authorized representative of the Client is obtained and an invoice is duly issued by the Hotel.

NON COMPLIANCE

THE ORCHID GARDENS reserves the right to release all reservations and arrangement made by the Client for the event without prior notice if THE ORCHID GARDENS does not receive the full deposit and all such other documents from the Client by the deadline date stipulated in this agreement. Reinstatement of reservations and arrangements may only be made upon receipt of payment and are subject to availability of guest rooms and/or function halls. Any increases in prices or incurred Hotel costs are for the account of the Client.

CANCELLATION

Provided that there is no gross negligence, wilful breach or bad faith on the part of the Hotel cancellations or postponements made after the confirmation of the booking will merit a surcharges equivalent to the rates listed below:

Date of Cancellation	Cancellation Charge
From confirmation date to: 15 days prior to event date	50% of guaranteed revenue
10 days prior to the event date	75% of guaranteed revenue
3 days prior to the event date	100% of guaranteed revenue

- ✓ Likewise, an automatic cancellation fee will be charged for each no-show on the date of arrival.
- ✓ Down payment is non-refundable and non-consumable.

CONFIDENTIALITY

All information contained in this agreement is private and confidential and may not be disclosed to third parties for whatever reasons or purpose.

In order for this contract to be effective and the booking related to this contract, either by attachment or listed herein, to be considered confirmed the signed acknowledgment copy of the contract must be received by THE ORCHID GARDENS prior to any reservation/booking.

FORCE MAJEURE

Provided that there is no gross negligence, wilful breach or bad faith, the Parties shall not be held liable or responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, terrorist activity or threat, closure or congestion of airports, order or restriction by any governmental authority, or any other circumstances of like character.

BRINGING IN OF GUEST'S ITEMS

Client should submit a list of all items to be brought into the property (equipment, food and drinks, etc...) for the approval of THE ORCHID GARDENS management. THE ORCHID GARDENS reserves the right to approve or disapprove items to be brought into.

RICARDO M. PEREZ
CEO IV, DTI – SB Corporation

KEZIAH GRACE DE JESUS
Sales Account Executive

ALBERT ARCEO
Sales and Marketing Manager

GIL S. VELASCO, JR.
General Manager



TERMINATION

The Parties shall have the right to terminate or rescind this Agreement for any breach of contract or violation of any terms thereof. All rates are strictly confidential; divulging of rates to other companies shall mean automatic termination of this agreement.

LIABILITY

Provided that there is no gross negligence, wilful breach or bad faith on the part of THE ORCHID GARDENS, the liability of THE ORCHID GARDENS arising out of any act carried out pursuant to this agreement whether in contract, tort or otherwise, shall not in any case exceed the original fee to the Client for the services pursuant to this agreement. Subject to the foregoing, THE ORCHID GARDENS 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, its ultimate parent company and/or any of their subsidiaries, affiliates and/or associated companies (if any)

CHANGES, ADDITIONS, STIPULATIONS OR LINING OUT

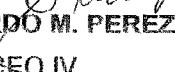
Any changes, additions, stipulations, or deletions, including corrective lining out by either THE ORCHID GARDENS or Client, will not be considered agreed to or binding on the other unless such modifications have been initiated or otherwise approved in writing by the other.

IN WITNESS WHEREOF, the parties through their duly authorized representatives, have hereunto entered into this Agreement and affixed their signatures at the place and on the date first above written.

THE ORCHID GARDENS, INC


GIL C. VELASCO, JR.
General Manager

DEPARTMENT OF TRADE AND INDUSTRY –
SMALL BUSINESS CORPORATION


RICARDO M. PEREZ
CEO IV

Signed in the presence of:


KEZIAH GRACE L. DE JESUS
Sales Account Executive


ALBERT TOLENTINO ARCEO
Sales and Marketing Manager