

6 June 2022

KENNEDY T. COSTALES

Executive Director III

PHILIPPINE FIBER INDUSTRY DEVELOPMENT AUTHORITY

A: 23 Road 3, Project 6, Quezon City

M: (63) (949) 166 1534

CONTRACT No. 8208

9 – 10 June 2022 / 21 and 34 persons

Dear Dir. Costales,

Thank you for choosing Luxent Hotel as the venue for your upcoming event on 9 – 10 June 2022. Further to our discussion, we are pleased to submit the following information for your confirmation. The details are as follows:

CONFERENCE ARRANGEMENTS

PACKAGE	VENUE	DATE	TIME	Gtd. No. of Persons	MEAL ARRANGEMENT
Plated Full Board Meeting Package	Marigold (Ground Floor)	9 June 2022 (Thursday)	8:00AM – 8:00 PM	21 persons	AM Snack Plated Lunch PM Snack Plated Dinner
Plated Whole Day Meeting Package	Marigold (Ground Floor)	10 June 2022 (Friday)	8:00AM – 5:00 PM	34 persons	AM Snack Plated Lunch PM Snack

DETAILS OF THE EVENT:

Title of the Event : **Conduct of Training on the Operation and Maintenance of Application Software**

Banquet Set – up

Function Set-up : **Classroom Set-up**

Table Topper : **White Damask**

Seat Cover : **White Damask**

Meal Requirements :

FULL BOARD (9 June 2022)

Meal Type	Serving Time	Menu	Venue
AM Snack	10:00AM	Menu on Chef's discretion	Marigold (Ground Floor)
Plated Lunch	12:00NN	Menu on Chef's discretion	Marigold (Ground Floor)
PM Snack	3:00PM	Menu on Chef's discretion	Marigold (Ground Floor)
Plated Dinner	6:00PM	Menu on Chef's discretion	Marigold (Ground Floor)

WHOLE DAY (10 June 2022)

Meal Type	Serving Time	Menu	Venue
AM Snack	10:00AM	Menu on Chef's discretion	Marigold (Ground Floor)

CA

The hotel shall require signed contract, Certificate of Availability of Funds (CAF), Notice of Award (NOA) on or before 7 June 2022, 5:00PM.

1. Payment Scheme:

- | | Amount | Date |
|--|--|-----------------------------|
| | PHP118,700.00 (NON- REFUNDABLE) | 15 days upon receipt of SOA |
2. All deposits and payments paid to the account of Luxent Hotel will be deducted to the total contracted price.
 3. All incidentals duly signed by the authorized signatory shall be settled immediately upon check out/ after the event through cash and/ or credit card only.

AUTHORIZED SIGNATORY

Name	Designation	Specimen Signature

4. For BDO cheque deposit payments, please tick on the dialog box "ON US" (upper right side of deposit slip) to forego bank's standard 3-day clearing process.
5. Please arrange fund transfer to the following accounts in favor of bank details:
 Account Name : **BGISIS DEVELOPMENT CORPORATION / LUXENT HOTEL**
 Bank : **BANCO DE ORO**
 Bank Address : **Timog Rotonda Branch, Quezon City**
 Php Current Account # : **162 013 0023**

C. POSTPONEMENT AND CANCELLATION

- C.1. Should the CLIENT postpone the schedule of the room and banquet reservation to another date or time, the CLIENT must notify the Sales and Marketing Department in writing at least one week prior the event. Postponement will be subject to room availability on the alternative date. Should the CLIENT opt to cancel, par. C.3 shall apply.
- C.2. Should the CLIENT notify the HOTEL of the postponement less than a week to the check-in / event proper and there are no rooms or function rooms available on the alternative date, the CLIENT has the option to proceed with the original schedule or cancel the event. Should the CLIENT opt to cancel, par. C.4 shall apply.
- C.3. Re-scheduling shall only be allowed ONCE. Event not rescheduled within one (1) month from the date of the event shall be considered cancelled and all monies paid shall be deemed forfeited.
- C.4. Luxent Hotel has reserved your guest rooms, organized meals and function rooms. In the event these services and facilities are not to be used, the Hotel will experience significant monetary loss which will be difficult to calculate due to uncertainty and cost of obtaining replacement business. Therefore, it is agreed that for no shows or any cancellations, the following shall apply:

% of the total contracted amount
100% of the contracted amount

Notice prior the event
1 month before the event

D. DAMAGE

- D.1. The CLIENT is obliged to adhere to the General Rules and Regulations Guidelines of the hotel. Any damages incurred to the HOTEL property will be properly assessed and will be charged accordingly to the CLIENT.
- D.2. The ENGAGER shall be required to duly accomplish and submit the following documents at least one (1) week prior to the event which will form part of this contract: (1) Outside Contractors/Suppliers Agreement, and (2) Contractors/Suppliers Information Sheet. Should there be any damage to the property of our hotel during your event/function caused either by your staff/contractors/suppliers/guests, we will charge your company for any repair or replacement costs.

E. FORCE MAJEURE

It is hereby agreed that the hotel shall not be liable for its failure to comply with this agreement or any stipulation thereof, in case of force majeure, labor disputes, fortuitous events or other causes beyond its control. Performance of this agreement is contingent upon the availability of the Hotel to complete the same and is subject to labor disputes or strikes; accidents; government requisitions; restrictions on travel, transportation, food, beverages or supplies; and other causes beyond the Hotel's control that may prevent or interfere with its performance. In no event shall the Hotel be liable for the loss of profit, or for other similar or dissimilar collateral or consequential damages, whether breach of contract, warranty, or otherwise.

Plated Lunch	12:00NN	Menu on Chef's discretion	Marigold (Ground Floor)
PM Snack	3:00PM	Menu on Chef's discretion	Marigold (Ground Floor)

We would like to ensure that your guests will have enjoyable meal and meeting experience. In line with this, we would like to request that you please advise us of any special meal instruction/dietary restrictions that your participants may need (i.e. vegetarian, no pork and allergies).

Inclusions and amenities:

- Use of function room for stated hours
- LCD Projector and White Screen
- Whiteboard with Markers, flipcharts
- Mints and Candies
- Basic Sound System
- Stage, Rostrum/ Podium
- Registration Table
- Pads and pencils
- Coffee and Tea
- Complimentary Car Pass for 10% of total guaranteed number of participants
- Complimentary Wi-Fi Access

MEETINGS ARRANGEMENTS & MINIMUM GUARANTEE

1. The HOTEL will require the total number of persons to avail of the meals at least seven (7) days prior to service time. All meals should be guaranteed by the engager based on the minimum requirement for each function room. Guaranteed number of attendees indicated in this contract is not subject for reduction.
2. The HOTEL prepares an allowance of ten percent (10%) of the minimum guarantee (same rate). In excess, the HOTEL shall impose a 10% surcharge on the increase in the minimum guarantee for an advice given on the same day of the event.
3. The HOTEL reserves the right to provide meals with Menus at Chef's discretion in the event that:
 - 3.1 The guaranteed number of persons increased by more than 10%.
 - 3.2 The confirmation for the event was given three (3) days prior the schedule of function
4. The HOTEL reserves the right to make the appropriate changes of function room venues should there be amendments and / or availability in more suitable venues. New banquet meeting and meal arrangement schedules not covered in this agreement will be subject to availability when reservation is made.
5. The HOTEL reserves the right to change the function room assignment to a space more suitable as needed with prior notice.
6. All food and beverage arrangement must be supplied exclusively by the HOTEL. The CLIENT cannot bring other food and beverage items into the hotel. In the event that the HOTEL allows the CLIENT to bring food and drinks items, the CLIENT shall be held liable for the condition, quality and sufficiency of the items and corresponding handling and corkage fees apply on all items. This contract shall serve as waiver releasing the HOTEL from any liabilities or accountabilities for all food and beverage items brought in the hotel premises.
7. Prevailing Corkage fees shall apply for approved special cases. We highly recommend that special equipment that will be used in the function must be coordinated with the Hotel's engineering department.
8. The use of function rooms beyond the agreed schedule will be subject to extension charges determined by the HOTEL.

TERMS AND CONDITIONS:

A. BILLING ARRANGEMENTS

DATE	ROOMS/BANQUETS	ESTIMATED EXPENSES	TOTAL
9 June 2022	Plated Full Board Meeting Package	Php1,800.00 nett x 21 persons x1 day	Php37,800.00
10 June 2022	Plated Whole Day Meeting Package	Php1,400.00 nett x 34 persons x 1 day	Php47,600.00
9 – 10 June 2022	9 Deluxe Queen Rooms (2 Queen Beds)	Php3,500 x 9 rooms x 1 night	Php33,300.00
GRAND TOTAL: :			PHP118,700.00

*Excess rate per hour per function room: Php3,000 nett per hour

B. Payment Terms

All organized meals and meeting packages, including authorized expenses incurred during the event, will be charged to **PHILIPPINE FIBER INDUSTRY DEVELOPMENT AUTHORITY.**

F. DATA PRIVACY & PROTECTION

By submitting the above Personal Data, you verify that you have explicitly given your consent to process your Personal Data in accordance with LUXENT HOTEL's Privacy Policy to deliver superior quality of service. For full description on how we process and keep safe your personal data please see our Privacy Policy at: <https://luxenthotel.com/privacy-policy>.

G. OTHER CONDITIONS

Both parties agree that this contract, including the indicated attachment/s, constitutes ALL arrangements agreed upon and that there are NO other terms or conditions, verbal or otherwise that exist. Only the services contained in this contract shall be provided by our Operations Group during the event.

We trust that you find everything in order. Kindly indicate your conformity below and send to us the duly signed contract on or before 25 March 2022. Non receipt of a signed copy of this contract by the said date would mean automatic cancellation of your reservation.

THE PARTIES, through their duly authorized representatives, have hereto affixed their signature in Quezon City this

_____ (date)

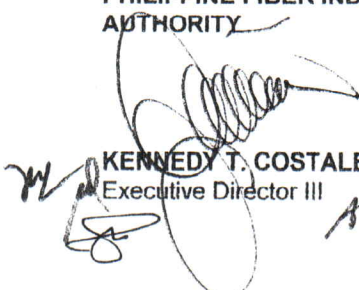
Conforme:
LUXENT HOTEL


MARIELLE M. CABALTERA
Sales Manager

Noted By:

SHARON DEANNE GUERRERO
Sales and Marketing Manager

Conforme:
PHILIPPINE FIBER INDUSTRY DEVELOPMENT
AUTHORITY



KENNEDY T. COSTALES
Executive Director III

ACKNOWLEDGMENT

BEFORE ME, Notary Public for Quezon City, this **JUN 10 2022**
the following personally appeared:

known to me known to be the same persons who executed
the foregoing instrument and they acknowledge to me that
the same is their free and voluntary act and deed.

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Book No. 289
Series of 2022


ATTY. JASON G. DE BELEN
Roll No. 6259
Adm. No. NP-019 Notary Public
My Commission expires on June 30, 2022
No. 7M Scl. Borromeo St. cor. Panay Ave. QC
IBP No. 195473; QC 1-4-2022
PTR No. 2444041; QC 1-4-2022
MCLE VI-0022012; 4-14-22