

ST. FRANCIS SQUARE DEVELOPMENT CORPORATION

~ through ~

“ST. FRANCIS HOTELS”

Dona Julia Vargas corner Bank Drive, Ortigas Center, Mandaluyong City
 Tel # 632-10-10 loc. 535/654-2002/ Fax 632-10-10 Ext. 509 & 273

BANQUET FUNCTION AGREEMENT

Company:	<u>PHILHEALTH – RISK MANAGEMENT</u>	Event:	<u>Live-out Seminar</u>
Industry:	<u>Government</u>	Function Date:	<u>March 28-29, 2016</u>
Address:	<u>City State Building Shaw Blvd.</u>	Day:	<u>Monday - Tuesday</u>
	<u>Pasig City Metro Manila</u>	Time:	<u>8AM-5PM</u>
Contact Person:	<u>Mr. Patrick Chua</u>	Function Room:	<u>Mt. Zion</u>
Designation:	<u>Admin Services Asst.</u>	Set-up:	<u>TBA</u>
Telephone No:	<u>441-7444 loc 7660</u>	Guaranteed No. of Pax:	<u>22 persons</u>
Fax No:	<u></u>	Live in:	<u>--</u>
Mobile No:	<u></u>	Live out:	<u>22 persons</u>
E-mail Address:	<u>chuap@philhealth.gov.ph</u>	Tax Exempted:	<u>Yes: No: <input checked="" type="checkbox"/></u>
		Account Executive:	<u>Mikhaila Muyot</u>

St. Francis Square Development Corporation (SFSDC for brevity), through “St. Francis Suites & Resort” hereby offers its function room/s for lease at BSA Twin Towers to serve as a venue for the following function:

LIVE OUT PACKAGE
 GUARANTEED NO. OF PAX: 22 PERSONS
 DATE: MARCH 28-29, 2016
TOTAL CONTRACT PRICE: PHP 44,000.00

BANQUET INCLUSIONS:

- Use of function room: Mt. Zion
- Food and Beverage:
 - March 28: AM Snack, Buffet Lunch, PM Snack
 - March 29: AM Snack, Buffet Lunch, PM Snack
 - Free flowing coffee/tea
 - Candy mints
 - Basic Sound System with microphones
 - LCD projector and screen
 - Whiteboard with markers and eraser
 - Conference pads, pencils and flipchart
 - Complimentary Wi-Fi access
 - Complimentary two (2) parking slots
 - Welcome banner



TOTAL ESTIMATED EXPENSES

as of February 20, 2016

BANQUETS	RATE/PERSON	NO OF PERSONS	NO OF DAYS	TOTAL
Live out Package	Php 1,000.00	22	2	Php 44,000.00
TOTAL CONTRACT PRICE: PHP 44,000.00				

The above function shall be covered by the following terms and conditions:

» FUNCTION RESERVATIONS

1. Reservations for the use of function room shall be on a "FIRST COME, FIRST SERVE BASIS" and shall be confirmed only upon signing of this Lease Agreement or in case of CANCELLATION, said amount shall be included in the charges computed.
2. Deposit of Php10,000.00 is required upon making reservations so as to block the intended date of function. The amount deposited shall be deducted from the Total Contract Price.
3. Corporate accounts with "Send Bill" arrangement, should provide SFSDC with the Letter of Authorization (LOA) upon signing this agreement.
4. Government accounts should provide SFSDC with Certificate of Availability of Funds (CAF) upon signing this agreement.
5. Corporate accounts with NO "Send Bill" arrangement is required to pay 50% down payment and the remaining balance shall be settled one (1) week before the function date.
6. All arrangements must be finalized at least one (1) week prior to the function date.

» GUARANTEED NO OF PAX:

1. A guaranteed count will be needed one (1) week in advance of the function. Should there be NO guaranteed count given during the given period, SFSDC will refer to the original contracted numbers and prepare only for such number of guests. No refund shall be made if the actual number of guests fall below that of the minimum number contracted.
2. If the actual guests exceed the guaranteed number, the same package price per person will apply.

» FOOD AND BEVERAGE

1. The hotel shall prepare and supply all foods and beverages to be served in the contracted event. The hotel warrants that the food served and beverages supplied are of good quality. However, if the food is not consumed two (2) hours after the scheduled serving, client shall assume full responsibility for damage/s suffered by the Guests concerned attributed to the delay in its consumption. The hotel is not liable for damages resulting from food and beverage that are not served by the hotel or specified in the contract. It is strictly prohibited to pack and take-out food and beverages not consumed during the function.
2. There will be a fixed corkage fee amounting to Php10,000.00 for food and beverage provided by an outside caterer or for any food and beverage not provided by the hotel. Below are the corkage fees for each function rooms.

» CANCELLATION OF RESERVATION

1. All cancellations must be relayed to the Sales Account Executives / Sales Managers in writing and subject for approval.
2. In case of cancellation due to accident or causes, which are classified as fortuitous events, force majeure, "acts of God", acts of war, civil disturbance, riots, mutiny, social unrest, and other similar incidents, then both parties agree to conduct further negotiations for re-setting or re-scheduling of the function.

In case of cancellation made by the Client for reasons other than those specified above, the following deductions shall be followed:

- A. Cancellation made after reservation shall be automatically charged 25% of the total contract price.
- B. Cancellation made 72 hours (3 days) before the function date shall be automatically charged 50% of the total contract price.
- C. Cancellation made 48 hours (2 days) before the function date shall be automatically charged 100% of the total contract price.

» FUNCTION HOURS

1. Parties/functions are suggested to end at 12MN. In case the function exceeds 12MN, loud activities including the sound system shall be put off by this time. Only the authorized maintenance technician is allowed to operate the sound system.
2. Band set up are not allowed from 8am to 6pm.
3. The client agrees to commence and conclude the function at the scheduled time. Any extension in function hours may be allowed upon formal request by the Client, subject to approval and additional charge of Php3,000.00 per hour.
4. Major changes in the set up shall be charged the amount of Php3,000.00.

» PARKING SLOTS

1. Parking slots are available upon request at a rate of PHP 200.00 per day.

» SMOKING

1. Smoking is not permitted inside the SFSDC function rooms.

» PETS

1. Pets are not allowed inside the premises of SFSDC .

» DEPOSIT POLICY (For Corporate Accounts with No Credit Line Application)

1. SFSDC requires a deposit equivalent to 50% of the total amount agreed and should be received no later than 14 days before the reserved date to confirm your function reservation in its entirety.
2. The full deposit equivalent to 50% of the total amount agreed shall be credited with the final and full payment.
3. If deposit is not received on the required time frame SFSDC reserves the right and the Client agrees to cancel its reservations.



» PAYMENT POLICY (For Corporate Accounts with No Credit Line Application)

1. SFSDC accept deposit payments in the form of manager's check and personal check with proper identification, cash or any major credit cards. All checks must be made payable to **St. Francis Square Development Corporation (BSA Twin Towers)**.
2. Incidental charges are due and must be settled "in cash or credit card payment, immediately after the completion of your event.
3. The actual costs will be calculated including additional, incidental and damages charges, if any, incurred during the event and must be settled and paid in cash or credit card by the Client immediately after the function.
4. Absolutely NO CHECK will be accepted for full payment on the day of the function.
5. In the event it becomes necessary for SFSDC to consult an attorney or institute any action or proceeding relating to the collection of any sum under this agreement, SFSDC shall be entitled to reasonable attorney's fees and litigation costs incurred. -

» FUNCTION VENUE SET-UP POLICY

1. The Client must advise the Sales Account Executive / Sales Manager of list of all equipment that will be used for the event one (1) week before the function date, which shall be subject to the approval of SFSDC .
2. Set-up of the function room is only permitted at least two (2) hours before the actual time of event.
3. Early set-up that would require more than two (2) hours may only be allowed upon approval of BSA Twin Towers and upon payment of an additional charge of Php1, 000.00 per hour.
4. During the set-up, only minimal lighting will be utilized and shall be allowed. Absolutely no air-conditioning units or other appliance will be allowed to be used during the set-up that would require electrical consumption or be connected to any outlet inside the function room.
5. Live bands and mobile sound systems are only allowed from 6pm to 12mn. Use of sound system exceeding 1000 watts must be coordinated with SFSDC account representative and subject for approval.
6. The air-conditioning units must only be switched-on 30 minutes before the start of the reservation period.
7. Delivery and hauling of the supplies, materials, equipment etc can only be transported through the service elevator or as designated by SFSDC .
8. Cooking of food is not allowed in the function room.
9. BSA Twin Towers will provide technical assistance only upon request and when necessary.
10. Decoration (ie tarpaulin, flag etc.), if any, left in the function after the function and not immediately pulled-out will be subject to a fine of Php1,000.00 per day.
11. Damages, breakages and injuries incurred attributable to the Client and/or its guests shall be for the account of the Client.
12. SFSDC reserves the right to inform the Contact Person of any of their guest who may be disorderly, obnoxious, or out of control before we remove said guest(s) with tact and diplomacy, from our premises.
13. All activities and use of function room must only be limited to social or business functions, and in no event shall noisy, unruly, illegal, immoral or unethical behavior or activities be allowed in the function room or the building premises.

» ELECTRICAL EQUIPMENT

1. If Client wants to bring his/her own electrical equipment (ie. Laptop, lcd projector, dvd player etc), an electrical charge of Php 250.00 per equipment per day shall apply.

» DÉCORS/ORNAMENTS POLICY

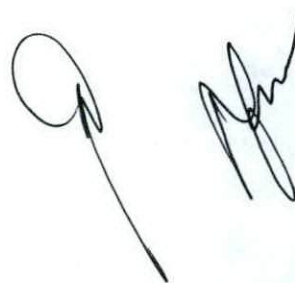
1. All decorations must be discussed with SFSDC Sales Account Executive / Sales Manager and shall be subject to approval.
2. No staples, thumbtacks, scotch tape, packaging tapes allowed on walls, floors and ceiling. Only masking tape is allowed for decorative adhesion but on glass surfaces only.
3. Any candle wax, ink, gum on table will result in Php1,000.00/table cloth chargeable to the account of the Client.

» RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

1. The Client acknowledges and agrees that he/she/it assumes full responsibility for himself/herself, any representatives, workers, facilitators, heirs and next of kin, relatives, friends and all invited guests, as to the safe use and operation of the function room during the entire period of the event being hosted.
2. The Client fully accepts and assumes all risk and responsibility and to pay for any and all losses or damages incurred as a result of its hosting the event caused by and against the representatives, heirs, next of kin, children, families and all invited guests participating in the event.
3. The Client, hereby agrees to waive, release, defend, indemnify and hold harmless SFSDC, its agents, servants, employees, officers, directors, and members, for any claim for loss, injury, damages and law suits of whatever nature, arising out or in connection with, the use or operation of the function room and equipments, attendance to and participation in the event / activities therein, consumption of the food and drinks served, including that taken out from the event.

» ACKNOWLEDGEMENT

1. This agreement must be signed in acknowledgement by the Client. The Client understands and must comply with all of the above information and agreements stipulated herein.
2. Thank you for considering SFSDC for your function. We appreciate your full cooperation in understanding and complying with the terms, rules, policies and conditions of this agreement and we look forward to your event to be not only successful but a great experience to remember.
3. The Client shall not assign or transfer its right in this agreement. No right, title or interest thereto shall be conferred on or vested in anyone other than the Client without written consent of SFSDC.
4. By signing this agreement, Client agrees to all of the above terms and conditions and that of the terms and conditions of the lease.



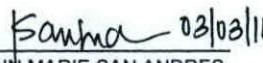
IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed by their representatives, this _____ day of _____, 2016 at the City of Mandaluyong, Philippines.

ST. FRANCIS SQUARE DEVELOPMENT CORPORATION
through
ST. FRANCIS SUITES & RESORT

PHILHEALTH – RISK MANAGEMENT

By: 


MIKHAILA G. MUYOT
Account Executive

By:  02/02/16

MS. ANN MARIE SAN ANDRES
Sr. Manager, PMT-Risk Mgt.

Noted by:  2/22/2016

MS. RUBY DE FRANCIA
Senior Sales Manager – Banquet

Approved by:  2/22

MR. MARK CASTRO
Director of Sales & Marketing

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public in and for the City of Mandaluyong this _____ personally appeared the following, and has satisfactorily proven to me their identity through:

NAME
MS. MIKHAILA MUYOT
MR. MARK CASTRO

GOVERNMENT ISSUED ID
TIN # 257-956-279-000
LICENSE NO. N01-96-193962

That they are the same persons who executed and voluntarily signed the foregoing Lease Contract Extension which they acknowledged before me as their free and voluntary act and deed.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2015.