



BC-2016-07-1449

ST. FRANCIS SQUARE DEVELOPMENT CORPORATION

~ through ~

"ST. FRANCIS HOTELS"

Dona Julia Vargas corner Bank Drive, Ortigas Center, Mandaluyong City
Tel # 632-10-10 loc. 538/654-2002/ Fax 632-10-10 Ext. 509 & 273

FUNCTION ROOM LEASE AGREEMENT

Company:	Philhealth – RISK MANAGEMENT	Event:	Live In Seminar
Address:	Citystate Building Shaw Blvd. Pasig City Metro Manila	Function Date:	August 3-4, 2016
Contact Person:	Mr. Patrick Chua	Day:	Wednesday - Thursday
Designation:		Time:	8:00AM – 5:00PM
Telephone No:	(632) 441-7444 loc 7660	Function Room:	Mt. Everest B
Fax No:		Set-up:	Classroom Set-up
Mobile No:		Guaranteed No. of Pax:	39 Persons
E-mail Address:	chuap@philhealth.gov.ph	Live in:	-
		Live out:	39 Persons
		VAT Exempted:	Yes: _____ No: _____
		Account Executive:	Mikhaila Muyot

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

SEMINAR PACKAGE
 GUARANTEED NO. OF PAX: 39 PERSONS
 DATE: AUGUST 3-4, 2016
TOTAL CONTRACT PRICE: PHP231,000.00

ROOM ACCOMMODATIONS:

- Nine (9) Studio Deluxe Rooms (Twin Sharing)
 Check in Date: August 2, 2016
 Check out Date: August 5, 2016

Inclusions: Complimentary daily buffet breakfast and set dinner, Wi-Fi Internet connection, daily bottled water and coffee set, daily housekeeping service, use of Condotel amenities (swimming pools, gym and jogging path)

BANQUET INCLUSIONS:

- Use of function room for Whole day at Mt. Everest B
- Food and Beverage:
 August 3, 2016: AM Snack, Buffet Lunch, PM Snack
 August 4, 2016: AM Snack, Buffet Lunch, PM Snack
- Free flowing coffee/tea during seminar proper
- Podium
- Flipchart
- Candy mints
- Conference tables and chairs
- LCD projector and screen
- Basic sound system with wireless microphones
- Whiteboard with markers and eraser
- Conference pads and pencils
- Complimentary Wi-Fi access
- Complimentary three (3) parking slot/day
- Rate is inclusive of VAT, service charge and local government tax

TOTAL ESTIMATED EXPENSES

DATE	ROOM & BANQUET	RATE PER PERSON	NO. OF PAX	NO. OF DAYS/ NIGHTS	TOTAL
AUG 2-5	Room Requirement w/ Breakfast & Dinner (Twin Sharing)	2,400.00	18	3 nights	129,600.00
AUG 3-4	Live-out Meals (AM Snack + Buffet Lunch + PM Snack)	1,300.00	39	2 days	101,400.00
TOTAL CONTRACT PRICE: PHP 231,000.00					

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. 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 function date. 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 of this agreement.
4. Government accounts shall provide SFSDC with Certificate of Availability of Funds (CAF) also upon signing of 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. One (1) week before the function date, a guaranteed count shall be relayed by the client to SFSDC. Should there be NO guaranteed count given during the said period, SFSDC shall refer to the original contracted count and prepare only for such number. No refund shall be made if the actual attendees are less than 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 function. The hotel warrants that the food served and beverages supplied are of good quality. However, if the food prepared 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. Further, the hotel is not liable for damages resulting from food and beverage that are not served by the hotel or specified in the contract. The Guest may take out or bring home any excess food and beverages not consumed during the event.
2. There will be a fixed corkage fee of Php10,000.00 for food and beverages provided by an outside caterer or those NOT provided by the SFSDC.

» CANCELLATION OF RESERVATION

1. All cancellations must be relayed in writing to the Sales Account Executives / Sales Managers, subject however, to the approval of SFSDC.
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 the 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 enforced:

- A. Cancellation made after reservation shall automatically be charged 25% of the total contract price.
- B. Cancellation made 72 hours (3 days) before the function date shall automatically be charged 50% of the total contract price.
- C. Cancellation made 48 hours (2 days) before the function date shall automatically be 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 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 is not allowed from 8am to 6pm.
3. The client agrees to commence and conclude the function at the scheduled time. Extension may be made 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. Complimentary parking slots shall be provided for every function. The Guest/s may however request for additional parking slot/s with a corresponding charge of Php200.00 per day.

» SMOKING

1. Smoking is prohibited 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 upon and should be paid no later than 14 days before the reserved date to finally confirm the same.
2. The full deposit which is equivalent to 50% of the total agreed price 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**.
2. Incidental charges due must be settled "in cash or credit card, immediately after the completion of your event.
3. The actual costs will be computed including additional, incidental and charges for damages, 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. NO CHECK will be accepted for full payment on the day of the function.
4. In the event it becomes necessary for SFSDC to consult an attorney or institute any action or proceedings relating to the collection of any sum under this agreement, SFSDC shall be entitled to claim for a reasonable attorney's fees plus litigation costs.

» PAYMENT POLICY (For Corporate and Government Accounts with Send Bill Arrangement)

1. For corporate accounts with credit line application or send bill arrangement, client shall settle the payment within 30 days upon receipt of Statement of Account (SOA).
2. For check payments, the same should be payable to St. Francis Square Development Corporation.
3. For bank payments, the amount should be deposited to the account of St. Francis Square Development Corporation at :
Robinsons Bank
Savings Account No. 109-36-000-6033
Please fax your deposit slip to 02-6321010 local 509 and 273 for confirmation.
4. Charges for the availed of room accommodation shall be settled prior to check out. Other incidental charges may be paid either by CASH or CREDIT CARD. Personal Checks are not accepted.

» FUNCTION VENUE SET-UP POLICY

1. The Client shall provide the Sales Account Executive / Sales Manager a list of all equipment that will be used for the event one (1) week before the function date, 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 SFSDC and upon payment of an additional charge of Php1,000.00 per hour.
4. During the set-up, no air-conditioning units or other appliances shall be used or be connected to any outlet inside the function room as this would require electrical consumption. Only minimal lighting shall be allowed or utilized.
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 account representative and subject to approval of SFSDC.
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. There will be NO cooking of foods inside the function room.
9. SFSDC shall provide technical assistance only upon request and when necessary.
10. Decorations (ie tarpaulin, flag etc.), if any, left in the function room after the event 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 the guest found to be disorderly, obnoxious, or out of control before we remove said guest(s) with tact and diplomacy, from our premises.
13. Use of function room must be limited to social or business purposes. Unruly, noisy, illegal, immoral or unethical behavior or activities are NOT allowed inside or within the building premises.

» ELECTRICAL EQUIPMENT

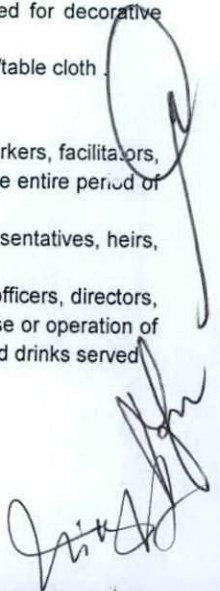
1. If Client wants to bring his/her/its own electrical equipment (ie. Laptop, lcd projector, dvd player etc), an electrical charge of Php 250.00 per equipment per day shall be imposed.

» DÉCORS/ORNAMENTS POLICY

1. All decorations must be discussed with SFSDC Sales Account Executive / Sales Manager and shall still 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 or gum found in the tables, chairs and furniture shall make the client liable in the amount of Php1,000.00/table cloth.

» RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

1. The Client acknowledges and agrees that he/she/it assumes full responsibility for himself/herself, their/its 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.
2. The Client fully accepts and assumes the risk and responsibility to pay any and all losses or damages incurred to the representatives, heirs, next of kin, children, families of all invited guests participating therein.
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 of loss, injury, damages in a law suit 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 those taken out or brought home.



» ACKNOWLEDGEMENT

1. This agreement must be signed and acknowledged by the Client to attest that he/she/ it fully understands and will comply with all the terms and conditions stipulated herein.
2. The Client shall not assign, transfer or confer its rights to anyone, without the written consent of SFSDC.
3. By signing this agreement, the Client agrees to all of the above terms and conditions.

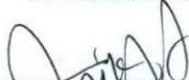
IN WITNESS WHEREOF, the parties have hereunto signed through their representatives, this _____ day of _____, 2016 at the City of Mandaluyong, Philippines.

ST. FRANCIS SQUARE DEVELOPMENT CORPORATION

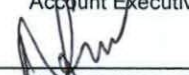
Through

ST. FRANCIS HOTELS


By:



MIKHAILA G. MUYOT
Account Executive



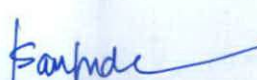
RUBY DE FRANCIA
Senior Sales Account Manager



MARK CASTRO
Director of Sales and Marketing

PHILHEALTH – RISK MANAGEMENT

By:



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