

Ref No: J86G

17 October 2019

Ms. Gilda Salvacion A. Diaz Vice President Philhealth Regional Office – NCR Citystate Center Building Shaw Boulevard Pasig City Philippines

Telephone: 63 2 637 7603 Facsimile: 63 2 637 7603

Via Email: planning.ncrnorth@philhealth.gov.ph

Dear Ms Diaz,

RE: Philhealth LGU Executive Forum and Recognition Friday 18 October, 2019 to Friday 18 October, 2019

Thank you for giving us the opportunity to offer our facilities and services. It is indeed a pleasure to know that you are considering AG New World Manila Bay Hotel ("the HOTEL") as the venue for your forthcoming event.

Based on your initial requirements, we are pleased to propose the following:

I. CATERING REQUIREMENTS

Based on the requirements outlined by Philhealth the HOTEL has tentatively reserved the function space set forth on the Event Agenda Chart below:

Date	Start Time	End Time	Function	Room	Setup	Agr
18 Oct 19	2:00 PM	10:00 PM	Meeting	The Ballroom I	Rounds	75
18 Oct 19	3:00 PM	3:30 PM	Break	The Ballroom I	Existing	75
18 Oct 19	6:00 PM	7:00 PM	Dinner	The Ballroom I	Existing	75
18 Oct 19	9:00 PM	9:30 PM	Break	The Ballroom I	Existing	75

The hotel reserves the right to change the venue appropriate to the size of the group should the number of persons increase / decrease from its minimum guarantee.

MAXIMUM CAPACITY and SET-UP

- The maximum capacity of the above-mentioned function room is 180 persons in persons at round tables.
- The function room is confirmed until 10:00 PM only.
- Standard set-up time is two hours before the event. For early set-up, a minimum non-consumable room rental fee for a maximum of four hours shall be applied, subject to availability.

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OPTION DATE

We shall hold the function room for your booking until <u>Saturday 28 September, 2019</u> (unless extended by mutual agreement in writing) and implies no formal commitment by the Hotel to hold the space during this time or provide services.

II. FOOD AND BEVERAGE RATES

Below are our Food and Beverage Rates:

Half Day Meeting Package PHP 1,500.00 per person (PM snacks, Buffet Dinner at the Function Room)

Half Day Meeting Package at PHP 1,500 x 75 persons = PHP 112,500.00

**Please take note that all rates include local government tax, VAT, and 10% service charge (except where indicated). Rates may change without prior notice.

Meeting Package Inclusions:

- Flowing coffee and tea
- Afternoon coffee break
- Buffet Dinner at the function room with free-flow iced tea
- Basic audio system with two (2) microphones
- Projector screen
- Conference pads and pencils
- Mints
- Flipchart with marker (upon request)

Please take note that snacks and coffee/tea are on buffet set-up. A supplement of PHP 100.00 net per person will apply for plated service.

We shall forward our menus and beverage list for your perusal. Menu selections should be given not later than seven (7) days prior the event. Otherwise, the chef's recommendations will prevail.

III. AUDIO VISUAL EQUIPMENT

Microphones, public address system, flipchart, conference papers and pencils, projector screen and extension cords for laptops may be provided by the HOTEL on a complimentary basis. However, you may incur incidental charges for the use of the equipment indicated below. Rates include VAT and local government tax, may change without prior notice, and are subject to availability:

 Multi-media projector or LCD screen, good for a maximum of eight hours' use: 5,000 ANSI lumens projector for PHP 15,000.00

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- Additional microphones at PHP 2,000.00 each, in excess of two complimentary microphones
- VGA switcher at PHP 6,000.00
- 2 moving heads & 8 PAR lights at PHP 10,000.00
- An electrical fee of PHP 5,000.00 shall be charged should you bring in a band, mobile system or performer. The hotel also encourages clients to bring a generator set.

IV. PARKING

The hotel offers a number of courtesy car passes corresponding to 10% of your minimum number of attendees. For your other guests, a fixed parking fee of PHP 150.00 is applicable for the duration of the event only. Optional valet service is available for an additional PHP 200.00.

V. SECURITY

The Hotel is equipped with a closed circuit television (CCTV) system that monitors public areas all around the HOTEL property and area of responsibility. This includes hallways, lifts, other public areas and the Ballroom. Align with data privacy act of 2012, use of CCTV footages will be used only for security purposes.

AG New World Manila Bay Hotel's first and foremost concern is the safety and security of our guests and the HOTEL.

Vehicle, identification and luggage inspection will be strictly implemented. The Hotel, however, cannot ensure the security of items left unattended in function rooms.

Entrance and Exit Doors

For safety and security reasons, all entrance and exit doors of the function rooms should, at no time, be covered or obstructed by the layout, set-up, equipment and/or materials and props of the organizer. In case of emergency, the HOTEL reserves the right to take out and break down anything that will obstruct the free passage of guests.

Meals from Outside the HOTEL

To maintain the highest quality standards of hygiene and sanitation, and for the safety and well-being of all guests, event attendees, and event contractors and suppliers of organizers, the HOTEL will not allow any food, beverages, or other consumable items to be carried into the HOTEL. As support to our event organizers, a minimal fee for crew meals shall be made available for the contractors and crew of organizers at the staff cafeteria of the HOTEL or at a designated function space.

VI. TERMS AND CONDITIONS

Confirmation

By signing and returning this agreement on or before Thursday 17 October, 2019, this

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agreement will constitute a binding contract between AG New World Manila Bay Hotel and Philhealth. The individuals signing below represent that each is authorized to bind his or her party to this agreement.

All function spaces referred herein will be released automatically without further notice, and neither party will have any obligations under this agreement. For the mutual benefit and understanding of both parties, all bookings not supported by a written and signed confirmation / conforme shall be considered null and void.

Venue Assignment

The Hotel also reserves the right to select the appropriate function space should the minimum number of attendees increase or decrease. In the event that the increase in attendance has gone too high from the minimum guaranteed attendance originally signed and agreed in the confirmation/conforme, thereby rendering the size of the function room originally reserved with the hotel as inappropriate and unfeasible to accommodate the newly advised attendance, whether due to unavailability or absence of appropriate space, the hotel shall only be obliged to provide space equivalent to the maximum capacity of the contracted function room/venue based on initial agreement and set-up requirements. Furthermore, any cancellation due to this shall be subject to the HOTEL's Terms of Payment and Cancellation Policy as stated above.

Terms of Payment

- Special send bill.
- Incidentals will be settled at the conclusion of the function in cash or by credit card.

VII. CANCELLATION

Any cancellation means forfeiture of the confirmation deposit.

Changes, Additions, Stipulations or Lining Out

Any changes, additions, stipulations, or deletions by either the HOTEL or Philhealth will not be considered agreed to or binding on the other party unless such modifications / addendums have been mutually agreed upon by both parties in writing.

Thank you again for this opportunity to be of service to you and your guests. Should you have other queries or require any clarifications, please feel free to get in touch with me at +63 2 252 6888 local 7546, or thru fax number +63 2 247 8624. We look forward to your favorable response and would like to assure you that we will exert every effort in making this event a great success for you and Philhealth.

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Sincerely yours,

Confirmed and accepted by:

alvacion A. Diaz

Philhealth

Vice President

Mark Jason De Lara

Catering and Events Manager

Tel: +63 2 252 6888 ext. 7546

AG New World Manila Bay Hotel

Fax: +63 2 252 6777

E-mail: markjason.delara@newworldhotels.com

BANQUET TERMS AND CONDITIONS

- 1. All food and beverage items shall be purchased exclusively from AG New World Manila Bay Hotel (hereinafter referred to as "the HOTEL"). It is agreed and understood that the party named on the attached contract hereof (hereinafter referred to as "the ORGANIZER") is not permitted to bring in or take out of the HOTEL any such food and beverage items without the HOTEL's written permission. In cases wherein there will be a need to bring accordingly hold the HOTEL free and harmless from any liability or responsibility for any untoward incident resulting therein.
- Any loss, damage, or injury that the HOTEL and/or HOTEL guests may suffer due to the act, negligence, or
 omission of the ORGANIZER and/or his guests or his/her contractors during the contracted function shall be for
 the account of and/or liability or responsibility of the ORGANIZER, including any loss of business resulting from
 needed time to repair damages.
- 3. The ORGANIZER shall be billed in accordance with the minimum number of persons (Western) or number of tables (for Chinese Lauriat) finally contracted, notwithstanding under-attendance and in case of non-appearance of the ORGANIZER. However, should the actual attendance be more than the minimum number stipulated, the ORGANIZER shall be billed for the actual number of persons or tables (regardless whether the number of persons occupying each table is below the agreed seating per table), to be paid right after the function, or prior to hotel check-out of the ORGANIZER if billeted in the HOTEL, at the sole option of the HOTEL. All other billing arrangements must be in writing and duly approved by the credit and collection manager or his duly authorized

Should the actual attendance exceed the agreed maximum number of persons, a surcharge based on agreed menu or package price shall be applied to the attendance beyond the agreed maximum number of persons.

Surcharges will be applied if the Event:

- Increase of headcount guarantee is advised 1 day before or during event date but is more than 15% increase from the guaranteed headcount, applicable for buffet service.
- Increase of headcount guarantee is advised 1 day before or during event date but is more than 12% increase from the guaranteed headcount, applicable for plated or lauriat service.

Surcharge Fees:

Additional fee of PHP 150.00 per person for every increase of more than 15% for buffet service.

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Additional fee of PHP 200.00 per person for every increase of more than 12% for plated or lauriat service.

Furthermore, the HOTEL shall prepare a food buffer equivalent to 10% of guaranteed minimum reservation or a maximum of 30 persons, which is chargeable once consumed and if actual attendance goes beyond the minimum agreed reservation. The HOTEL reserves the right to serve food based on availability to the additional

- 5. The ORGANIZER agrees to pay for the number of covers, drinks, incidentals, and other charges as stated on the attached contract hereof, or actual attendance, whichever is higher, and further agrees that the number of persons shall be determined jointly by the representative of the HOTEL and the ORGANIZER and shall serve as the basis for the final billing. In case of conflict, the HOTEL's determination as to the number of persons shall
- The HOTEL management reserves the absolute right to change or substitute the function space herein contracted with another function space of acceptable standard and size – whether within the HOTEL or at some other venue at the HOTEL's choice or option – which is appropriate to the ORGANIZER's event, or in case the ORGANIZER notifies the HOTEL of an increase or decrease in the minimum number of attendees, thereby rendering the size of the originally reserved function room inappropriate. The HOTEL's right to change or substitute the function space is incontestable; and such substituted or changed place shall be deemed in full compliance by the HOTEL under this agreement. For this purpose, the ORGANIZER holds the HOTEL free and harmless from any liability or violation under the agreement.
- Likewise, the HOTEL management reserves the right to make changes or substitutions to the menu or any food and beverage items herein contracted with another menu or food and beverage item of acceptable standard and quality. Such substitutions shall be acceptable in the event that the contracted menu and food and beverage items are not available on the actual date of the event, due to (but not limited to) market unavailability, government restrictions and health advisory regulations; force majeure, acts of God, fire, flood, lightning. typhoon, hurricane, volcanic eruption, earthquake or other convulsions of nature; invasion, acts of foreign enemies, hostilities or warlike operations; strikes, riots, civil commotion, mutiny, rebellion, insurrection, military or usurped power; government intervention, law or ordinance; court order, resolution or judgment; renovation or repairs; closure or cessation of operations; acts or omissions of third parties that render fulfillment of the agreement impossible, ineffectual or nugatory; or other causes beyond either party's control.
- Flammable materials (i.e. hydrogen-filled balloons or fireworks) may not be displayed and used within the premises of the HOTEL. Furthermore, the ORGANIZER shall comply and adhere to the Safety Rules and Regulations of the HOTEL at all times.
- For safety and security reasons, all entrance and exit doors of the function rooms shall at no point be covered or obstructed by the layout, set-up, equipment and / or materials or props of the organizer. The Hotel has the right to break down and remove anything that will obstruct the free passage of guests in case of an emergency.
- Any item(s) (i.e. props, backdrop, cakes, etc.) brought into the HOTEL in relation to the function shall be pulled out immediately after the function. If un-removed or unclaimed within twelve (12) hours from the end of the function, the HOTEL has the right to dispose of the said item(s) without liability.
- Except as provided in paragraph no. 1 hereof, the HOTEL will not allow any food, beverages and all or any other consumable Items to be brought in to the HOTEL. This is, in part, to maintain the highest quality standards of hygiene and sanitation, as well as to ensure the safety and wellbeing of all guests, event attendees and event contractors and suppliers of organizers. However, as support to our event organizers, a minimal fee for crew meals shall be made available for the contractors and crew of organizers at a designated meal venue in the
- For confirmation of the function, the ORGANIZER agrees to pay the HOTEL a non-refundable and nontransferable deposit of 50% of the agreed menu or package price upon signing of this contract, and full payment of the balance of (the remaining 50%) must be paid not later than seven (7) days prior to the function date. Cancellations or postponements made after the confirmation of the booking, regardless of reason(s) for cancellation, will merit a surcharge equivalent to the rates listed below:

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- 13. Forms of payment: payment may be made in cash or by credit card, manager's or cashier's check and checks acceptable to the HOTEL, subject to the agreed terms and conditions of payment and according to the required clearing dates for acceptable checks.
- The ORGANIZER hereby authorizes the HOTEL to verify credit references.
- 15. The ORGANIZER hereby expressly allows the HOTEL to retain anything of value brought into the HOTEL by the ORGANIZER upon failure of the latter to settle any obligations arising from this contract until the ORGANIZER settles the obligation.
- 16. Should the HOTEL institute court action against the ORGANIZER to enforce payment of unpaid accounts or take any other action related to or arising from this contract, the ORGANIZER agrees to pay the HOTEL for attorney's fees, litigation costs, and other expenses.
- 17. The ORGANIZER and the HOTEL agree not to hold either party liable for failure to comply with any or all of the terms of this agreement due to force majeure, acts of God, fire, flood, lightning, typhoon, hurricane, volcanic eruption, earthquake or other convulsions of nature; invasion, acts of foreign enemies, hostilities or warlike operations; strikes, riots, civil commotion, mutiny, rebellion, insurrection, military or usurped power; government intervention, law or ordinance; court order, resolution or judgment; renovation or repairs of whatever nature and stage; closure or cessation of operations; acts or omissions of third parties that render fulfillment of the agreement impossible, ineffectual or nugatory; or other causes beyond either party's control.
- 18. The courts of the City of Manila shall have exclusive venue to try any dispute or difference or legal action that may arise between the parties under this contract.
- 19. If the ORGANIZER is a juridical entity or person, it warrants that, at the time of the execution of the banquet event contract, the performance and observation of the terms and conditions hereof are duly authorized and approved by its board or duly empowered approving bodies and will not conflict with or constitute a breach of its charter/authority, and that its signatory hereto has been duly authorized to enter into and execute this banquet event contract for and on behalf of the ORGANIZER, and that the ORGANIZER shall be bound hereby.

20. DATA PRIVACY:

The privacy and security of your information is very important to us. By providing your personal data and other information through our Services, you acknowledge that your personal data will be processed pursuant to the terms of this Privacy Policy. Our Privacy Policy is available to view online at www.rosewoodhotels.com/en/privacy-policy. If any term in this Privacy Policy is unacceptable to you, please do not use the Services or provide any personal data. If you have any questions or comments about our privacy practices or this Privacy Policy, please contact us by email at privacy-policy@rosewoodhotelgroup.com or mail us at Rosewood Hotel Group 36/F New World Tower 1 18 Queen's Road Central. Hong Kong Attn: Legal

AG New World Manila Bay Hotel

Mayeth Gopez
Director of Events
Date: 17 October 2019

Philhealth

Ms. Gilda Salvacion A. Diaz
Philhealth Regional Office - NCR
Date:

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BANQUET SAFETY RULES AND REGULATIONS

- Set-up and tear-down (ingress/egress) of all items should be directed through AG New World Manila Bay Hotel's ("the HOTEL") receiving area (M.H. del Pilar Loading Dock). Each contractor/supplier should have a complete list of equipment (prepared in five copies) to be brought in and presented to the guard on duty (original copy – Security; second copy – Engineering; third copy – Supplier; fourth copy – Event Management; fifth copy – Banquet Service.)
 - A work permit form (to be secured at the Security Office) is required for stage production, lights and sounds installation, audio-visual set-up, relating to painting, carpentry, electrical, and mechanical installations within the HOTEL. This work permit needs to be approved by the security manager/officer and the director of engineering/duty engineer prior to commencement of the job/task. This must be accomplished in five copies as well (original copy Security; second copy Engineering; third copy Supplier; fourth copy Event Management; fifth copy Banquet Service.)
- Crew/contractors can only set up during the time frame specified by the HOTEL. After set-up is complete, the
 crew is NOT allowed to loiter in the function rooms and foyer areas of the HOTEL, and they should proceed to
 their set-up vans / vehicles until tear-down time is called.
 - Set-up crews/contractors are NOT allowed to use the public area restrooms. They can make use of either the Lower Ground Comfort Rooms (near the loading dock) or the Ballroom Back-area Comfort Rooms only.
- Set-up crews/contractors are NOT ALLOWED to wear sandals, short pants or slippers, as well as torn, worn-out or dirty pants and shirts while on HOTEL premises.
 - Furthermore, they MUST wear proper identification (ID) issued by the Security Office AT ALL TIMES. Clothing should be clean, neat, and appropriate.
- During the set-up, tear-down and function proper, <u>food and drinks of any kind are not allowed</u> to be brought in or consumed backstage, in booths or in exhibition areas.

MEALS FROM OUTSIDE THE HOTEL

- To maintain the highest quality standards of hygiene and sanitation, and for the safety and well-being of all guests, event attendees, and event contractors and suppliers of organizers, the HOTEL does not allow any food, beverages, or other consumable items to be carried into the HOTEL. As support to our event organizers, a minimal fee for packed crew meals shall be made available for the contractors and crew of organizers at a designated venue within the HOTEL.
- Only upon agreement with the event manager, set-up crew/organizers may provide coffee sachets, sugar and cream, and Styrofoam cups and stirrers. The Hotel can provide hot water (only during ingress). Tables will be provided in designated areas (pre-arranged).
- Strictly "NO SMOKING" and "NO SLEEPING" in all areas at all times.

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- The set-up crew should provide trash bags for any scrap materials, plastic / Styrofoam cups, etc. Please adhere to the "Clean As You Go" philosophy.
- Only the designated elevator (C8) must be used so as not to disrupt normal hotel operations. Size of the elevator is 3.2 m length x 2.0 m width x 2.4 m height (3,000 kgs).
- 9. ENTRANCE, EXIT, AND ALL EMERGENCY DOORS: For safety and security reasons, all entrance, exits, and emergency doors of the function rooms should not at any point be covered/obstructed by the lay-out, set-up, equipment and/or materials and props of the organizer. At any given time and in case of emergency, the HOTEL has the right to take out and break down anything that will obstruct the free passage of guests, without liability on behalf of the HOTEL/venue.
- Heating stoves (electric or gas), flat irons, or any other similar equipment are strictly prohibited for use inside any function room areas.

SET-UP AND TEAR-DOWN RULES AND GUIDELINES

- 11. All stage platforms, stage props, backdrops, and exhibit booths should be pre-fabricated to minimize construction work in the HOTEL. Should there be any need for the organizer/contractors to construct, re-paint, or retouch the stage or backdrop, this should be coordinated with the event manager and banquet manager and the following should be strictly implemented:
- The organizer and contractors must carry out minor retouches at the back of the service area and provide full carpet protection (i.e. plastic mats or canvasses) during set-up and installation to protect against sawdust or paint stains.
- Nailing, installing hooks, carving or painting on walls, ceilings, posts, furniture, and stage platforms anywhere inside the Ballroom or the foyer are strictly prohibited.

Paint must be water-based.

- Any damage incurred shall be paid by the organizer/contractor.
 - 11.1 Proper matting and carpet protectors shall be provided at the areas where equipment will be placed and provided during set-up and under heavy equipment (i.e. stage platforms, sound and lighting equipment) to protect the carpet.
 - 11.2 All electrical wiring should be properly laid down for safety and security and must be covered by rubber matting or non-carpet damaging tapes.
 - 11.3 All booths and stages should have a clearance of at least four feet (4') from the building walls and eight feet (8') from the lowest point of the ballroom and foyer ceiling.
 - 11.4 Lighting installation will only be allowed on the booth paneling.
- 12. The set-up of large equipment and materials that will not fit into the HOTEL freight elevator is highly discouraged. In case of special request for other possible points of entry, please coordinate with the event manager for the request and conditions.
- 13. Scaffoldings, towers, and the like should always have carpet protectors preferably square lawanit or plywood as the base. Likewise, contractors climbing the scaffolds must wear safety belts or harnesses at all times. Contractors climbing higher than six feet must wear safety belts or harness for safety and protection.
- 14. Trolleys will NOT be allowed inside the Ballroom and other function rooms. Contractors and supplier crews must carry the equipment box and other set-up materials into the function area and provide proper matting where they will be set-up. Dragging of equipment boxes and any other set-up materials and tools is likewise prohibited on the marble and carpet floorings of the HOTEL. Non-compliance shall warrant permanent suspension and banning of the contracted suppliers from entering and/or conducting any set-up operations in the HOTEL. Furthermore, any damage caused to hotel facilities, carpet, flooring, walls, ceilings, equipment, and any other materials due to non-compliance to this provision shall merit payment of full replacement and/or repair costs by the organizer and its contracted supplier.

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Equipment boxes should not be stored inside the function areas and must be brought down to the supplier's service trucks or vehicle upon loading of required equipment. These boxes cannot be stored/parked at the back lane areas and/or ballroom divider housing.

- Organizers/contractors are not allowed to bring in flammable materials (i.e. fireworks, helium-filled balloons, etc.)
- All heavy displays should have appropriate support so as not to damage the carpet. Likewise, black cloth shall be provided to hide and conceal the metal frames and stands and other technical equipment and tech-booth panels. The black cloth must be clean, presentable, and free of holes or tears.

SET-UP AND TEAR-DOWN RULES AND GUIDELINES

- Any items (i.e. props, backdrops, equipment, cakes, collateral materials, etc.) carried into the HOTEL in relation to the function shall be pulled out immediately after the function. If unclaimed, the HOTEL has the right to dispose of the said items without liability. The maximum time allowance to claim / or pull-out such items is twelve (12) hours after the function has ended.
- 18. The exhibit booth contractor or exhibitors shall provide the necessary cable wire/extension cords to tap the electric power source. Maximum electrical load and tapping of the power source must be discussed and arranged with the event manager and/or the audio/visual supervisor prior to the event set-up.
 - Only standard splicing connection, solder-less connectors, wire-nut connector, twist-lock plugs, terminal lugs, and other standard electrical connectors will be allowed for use within the HOTEL premises.
- Generator sets may be set-up only at the M.H. del Pilar Loading Area. Exhibit booth contractors or exhibitors shall ensure they provide the necessary cables. Generator tenders including truck drivers should remain inside their truck and should keep the area clean at all times.
- For electrical requirements of organizers and/or exhibitors, the HOTEL can provide 220 volts single-phase, and For electrical requirements or organizers and/or exhibitors, the HOTEL can provide 220 voits single-phase, and a maximum of 80 amperes for the Grand Ballroom and 20 amperes for the foyer. Should the HOTEL power supply be used, please note that the HOTEL will not be liable for any power tripping causing program/technical stoppage and/or delays. Likewise, the HOTEL will not be liable for damage, breakdown or malfunction of any/all equipment tapped into the HOTEL's power source/outlet due to (but not limited to) sudden power voltage surge, power fluctuations, circuit tripping and/or power source breakdowns.
- Speakers are not allowed to be set up at the foyer area of the Ballroom and all other function rooms.
- Any requests for tables and chairs shall be entertained only during ingress to avoid confusion during the function proper; these requests shall only be granted subject to availability.
- Any damage incurred on carpets, walls, flooring, furniture, stage platforms, table linens, chandeliers, lighting fixtures and/or any other equipment and facilities during set-up, tear-down, and during the function proper, whether accidental or intentional, will be charged accordingly to the organizer.

Kindly affix your signature on the space provided below to signify your conformity to all the conditions stated above.

AG New World Manila Bay Hotel		Philhealth
Mayeth Gopez Director of Events Date: 17 October 2019	Date: _	Ms. Gilda Salvacion A. Diaz Philhealth Regional Office – NCR
		Client Initial