

CONTRACT

This Reservation Contract will be the Agreement between **Estancia de Lorenzo Farm Resort and Events Venue** is here in after referred to as the "COMPANY/RESORT", while the customer is referred to as "CLIENT":

Philippine Health Insurance Corporation (PHILHEALTH)

Activity Date: September 19-20, 2019 (Thurs-Fri)

No. of persons: 20 pax minimum guarantee

| Live-in Package | Rate per pax | No. of pax | Total |
|--|--------------|------------|------------------|
| September 19-20, 2019 | 3,600.00 | 20 | 72,000.00 |
| TOTAL CONTRACT PRICE (inclusive of VAT & Service Charge) | | | 72,000.00 |

Inclusions:

- Overnight Villa Accommodation for 20 pax (Check-in: 2pm ; Check-out 12nn)
- (2 Corporate Villas, 1 Family Villa, 1 Single Occupancy Villa)
- Use of function room (2nd Floor Restaurant, U Shape Set-up)
- Meals-Sept 19 : AM Snack, Lunch, PM Snack and Dinner
Sept 20 : Breakfast and Lunch
- Free flowing coffee or tea during session
- Standard Meeting Amenities: Whiteboard with markers, pads & pencil, mints
- Basic sound system with microphones
- LCD Screen and Projector (1 set)
- Complimentary Wi-Fi Access
- Complimentary parking fee
- Complimentary use of Pool

1. **Guaranteed Number** - The CLIENT should confirm the guaranteed attendance which should not be lower than the minimum attendance forty eight (48) hours prior to the event. Charges will be made based on the minimum guaranteed attendance or the actual attendance whichever is higher.

Buffer Allowance and Overflow – Estancia de Lorenzo allows a 10% buffer from the minimum guaranteed number of guests for reasonable overflow. Charge for guests falling within the 10% buffer allowance is the contracted price.

2. **Billing Arrangement** –To confirm your reservation, we will require a signed copy of this proposal letter, contract and approved PO/CAF on or before September 18, 2019. Send bill. Full payment & incidentals shall be made 15 days after receiving the Statement of Account. Personal checks are not accepted. Please make checks payable to Estancia de Lorenzo, Inc.

3. **Postponement/ Cancellation Policy**

An event is considered confirmed if a written agreement has been signed both by the Company and the Client. In case a deposit or payment has not yet been given and a cancellation is made thereafter, a written notice is required which should be given to the Company and shall still merit the above mentioned cancellation charges except if the cancellation is made less than thirty (30) days before the function will merit a surcharge equivalent to the rates listed below:

| Date of Cancellation | Cancellation Charges |
|--|---------------------------|
| 15 days or less prior to function date | 75% of guaranteed revenue |

Postponements made less than fifteen (15) days before the function will also merit a surcharge equivalent to the rates listed below:

| Date of Postponement | Postponement Charges |
|--|----------------------------|
| 6 – 15 days prior to function date | 50% of guaranteed revenue |
| On the event day - 3 days prior to function date | 100% of guaranteed revenue |

CANCELLATION DUE TO FORCE MAJEURE – In the event of force majeure, fortuitous events or acts of God such as, but not limited to earthquake, typhoon, and other natural calamities, fire, strikes, riots, coup d'etat, major power shortages or electrical power shutdowns which may or may not be imposed by the government and occurring during the Reservation, severe water shortage leading to water rationing, and all other acts beyond the control of or not attributed to the fault or negligence of the COMPANY, the occurrence of which event may compel the COMPANY to cancel reservation, the COMPANY shall not be liable for any and all claims, demands, liabilities, actions and their causes which may arise from or in connection with such cancellation. However, CLIENT shall be refunded in full (without interest) of any payment already made.

Any loss, damages or injury that the COMPANY and or the CLIENT'S Guests may suffer attributed to the acts or omission on part of the CLIENT and/or CLIENT'S Guests during the contracted function shall be for the Client's account and/or liability.

4. **Function Room rental** – Room Rental for the use of the venue based on the agreed time is waived or is

5. **Price adjustments** – The current prices and packages may be changed upon notice and confirmation from the Client.

6. **Others**

6.1 The CLIENT shall be responsible for the safety and security of all the Guests and their personal belongings. The COMPANY shall NOT be responsible for any damage or loss of any merchandise, equipment, clothing, cellphones, gifts, other valuables left in the venue prior to during or after the function. The CLIENT is liable for any damages to the venue caused by his/her Guests, and the COMPANY is likewise free from any and all liabilities resulting to any loss or damage or injury that may be suffered by any Guests, third persons or property prior to, during and after function. The COMPANY may only be liable to any loss, damage or injury that maybe suffered by any Guest or third person when such loss, damage or injury is due to the fault of the COMPANY or any of its representative.

6.2 The CLIENT shall pay for the cost of broken, damaged or lost equipment, furniture, fixtures, glasswares, utensils whether damaged by the Guests or the CLIENT themselves based on the current market price.

6.3 The COMPANY further reserve the rights to substitute items that are unavailable in the open market or that exceed reasonable market costs. The COMPANY will notify the CLIENT of any such changes if time allows.

6.4 The number of actual covers (i.e actual number of persons served) of the contracted function is the established number to be served. This will be determined by an authorized personnel of the COMPANY, shall be deemed correct, and his count shall be accepted as final. The ENGAGER may, however, appoint a representative to assist and ensure the accuracy of the count.

6.5 Guests are not allowed to bring in food, soft drinks, wines and spirits and the like unless previously arranged and authorized, in which case, the waiver form provided by COMPANY should be signed by the CLIENT or his authorized personnel and corkage charges as determined by the COMPANY shall be applicable.

6.6 CLIENT'S function shall begin promptly at the scheduled time and function room/s shall be vacated promptly as scheduled. Function rooms shall not be available for use earlier than the time stated in the contract.

6.7. Any electrical wiring, equipment or system, brought in by any contractor will be subjected to a mandatory safety check by the COMPANY'S technicians. Any substandard wiring, sockets, plugs, jacks, connections, or other piece of equipment which is deemed unsafe, faulty or too worn to be used, must be replaced by the contractor before use or replaced by the COMPANY'S technician and the cost of that replacement charged to the CLIENT.

6.8 The COMPANY will refuse entry of contractors or suppliers who don't have any form of identification for the benefit of the Company and its Guests.

6.9 No fireworks are allowed unless with prior clearance with the COMPANY and the necessary permits are secured. Flammable materials shall not be displayed within the premise of the Resort. The COMPANY disallows tacking, posting, hammering or painting on any walls, carpet or ceiling of the function room of the Resort. Carpet protectors shall be provided by the CLIENT during set-up and breakdown of exhibits, décor, displays, etc.

6.10 The CLIENT shall be responsible for the retrieval of items from the COMPANY after the function. If any item/s remain/s unclaimed within 24 hours after the function, the COMPANY shall dispose of the said item/s.

6.11. The COMPANY reserves the right to stop any function that does not comply with the set policies of the Resort or contract.

In case of a suit due to non-settlement of the CLIENT'S obligation arising from this contract, attorney's fees, litigation cost and other expenses shall be charged to the CLIENT. The Court of San Mateo Rizal shall be the exclusive venue to try and dispute any legal action which may arise between the parties under this contract. If the foregoing terms and conditions meet your approval, please indicate your conformity on the space provided below and return to us the signed duplicate copy of this statement on or before **September 17, 2019**. In witness whereof, the parties have signed this Reservation Contract this ____day of _____ at San Mateo Rizal.

ESTANCIA DE LORENZO
(COMPANY/RESORT)


Abigail F. Erfe
Account Executive

Noted by:


Marietta C. Lorenzo
General Manager

PHILIPPINE HEALTH INSURANCE CORPORATION
(CLIENT)


Gilda Salvacion A. Diaz
Vice President
PHILHEALTH Regional Office-NCR

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