

CONTRACT

October 14, 2019

GILDA SALVACION A. DIAZ

Vice President

Philhealth Regional Office NCR

VCP Building, 68 Kalayaan, Block 56 Lot 11

Kalayaan Avenue, Teacher's Village, Quezon City

Mobile #: 09163277641

Email: proncr.pcaresouth@gmail.com

**RE: PhilHealth CARES NCR South Forum on Effective Communication
October 25, 2019**

Dear Ms. DIAZ,

Warm greetings from Midas Hotel!

Following are the final arrangements for the above mentioned event, for your review and final confirmation.

I. FUNCTION ROOM REQUIREMENTS

DATE	TIME	EVENT	NO. OF PERSONS	SET-UP	VENUE
October 25	08:00AM-05:00PM	Seminar	25 persons	Classroom	Mayfair

MEAL REQUIREMENTS

Whole day conference package rate at P 1, 400.00 net per person

AM Snack, Buffet Lunch @ Midas Café and PM Snacks

SET-UP/INCLUSIONS

- Flowing Coffee or Tea
- Pads and Pencils
- Mint Candies
- Flip Chart stands with 10 pieces of Flip Chart Paper
- Whiteboard with marker and eraser
- Podium and Microphone
- LCD Projector and Screen
- Registration Table
- Set up of tables and chairs
- Use of Event Studio for 8 hours

ENGINEERING REQUIREMENTS:

- Complete lights and Air-con
- Basic PA system



III. BILLING ARRANGEMENTS

As a hotel policy, we require the following payment terms:

- The Hotel requires CAF or LOA for **Send Bill Arrangement**
- Payment must be settled (15) Fifteen working days upon receipt of Statement of Account
- Any incidental/additional charges will be settled right after the event.
Preferred mode of payment is through cash or credit card only.

IV. ESTIMATED EXPENSES BASED ON THE MINIMUM GUARANTEE

BANQUET CHARGES:

October 25, 2019: Seminar

AM Snacks, Midas Café Buffet Lunch & PM Snack @ PHP 1,400net x 25 persons

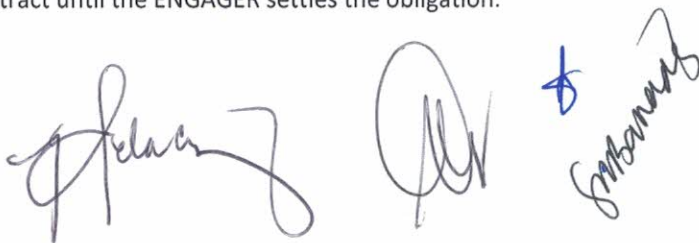
PHP 35,000.00NET

TOTAL BANQUET CHARGES:

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PHP 35,000.00NET

V. OTHER TERMS AND CONDITIONS

1. All food and beverage items shall be purchased exclusively from MIDAS HOTEL (herein after referred to as the HOTEL). The ENGAGER or any of its guests is prohibited from bringing into the HOTEL such food and beverage items. Any item brought into or out of the HOTEL will be subject to the policies established by the HOTEL.
2. An authorized representative of MIDAS HOTEL and the ENGAGER shall fix and establish the full details of the food, beverage, items ordered and other instructions at the latest one (1) month prior to the function date. The HOTEL shall furnish the ENGAGER a written copy of the full details, and shall form part of the contract. Unless the final contract is therein subsequently amended or adjusted in writing, no other terms shall be deemed included in the final contract.
3. The ENGAGER shall be billed in accordance with the minimum number of persons finally contracted notwithstanding under attendance or in case of non-appearance of the ENGAGER. However, should the attendance be more than the minimum number stipulated, the ENGAGER shall be billed per cover at the actual number of persons present.
4. The ENGAGER may request in writing the adjustment in number of guaranteed guests:
5. The ENGAGER may increase the number of covers by giving the HOTEL a written notice at the latest three (3) days prior to the function date.
6. The HOTEL shall not in anyway be held responsible for insufficiency of food and beverage should the actual number of persons exceed ten percent (10%) of the guaranteed attendance.
7. The HOTEL reserves the absolute right to reassign/relocate the event to another function room more suitable to the final arrangements required and/or should the ENGAGER increase or decrease the number of persons and such substitute place shall be deemed by the ENGAGER in full compliance under this agreement and for this purpose the HOTEL is no way liable to the ENGAGER.
8. The ENGAGER hereby expressly allows the HOTEL to withhold anything of value belonging to the ENGAGER upon failure of the latter to settle his/her obligation arising from this contract until the ENGAGER settles the obligation.



9. Postponement of the function shall be allowed only once, and the new date for the event must fall within the next (2) months counted from the original date of the function. Otherwise, such postponement shall be considered a cancellation, and shall be subject to a cancellation charge as applicable.
10. Neither party may be held for any act, omission or circumstance due to an event beyond their control which that the party could have not avoided with reasonable effort, providing it advises the other party in detail and in writing, as soon as possible after the occurrence of the said event, and that it takes reasonable steps to remedy the situation quickly and remove the cause of those acts, omissions or circumstances. These acts, omission or circumstances, may include but not limited to war, declared or undeclared, revolution or action taken by public enemies, riots or civil disturbances, national strikes, lock out or work stoppage affecting all or part of the hotel staff, acts of God, fire, floods, storms and constraints imposed by any government or public authority.
11. Cancellation of the Banquet function by the HOTEL due to force majeure shall entitle the ENGAGER to a full refund of all payments already given and the engager shall have no other claim or right of action or damages against the HOTEL by reason of the said cancellation.
12. In case of suit against the Engager by the Hotel to enforce collection of unpaid account, twenty-five (25%) percent of the unpaid amount shall be added for attorney's fees and expenses of collection, whether actually incurred or not.
13. The parties hereto expressly submit themselves to the jurisdiction of the proper courts of Pasay City for legal action arising out of this agreement.
14. The Engager affirms that he has read the terms and conditions of the contract. The ENGAGER may authorize in writing an agent to sign this contract for and his behalf and the ENGAGER shall be bound hereby.

The signature below and on all pages signify agreement of both parties to all details, agreements, terms and conditions.

Once again, thank you for choosing Midas Hotel!

Sincerely,



JE-ANN DELA CRUZ
Sales Account Manager-Events



DINNA ADALIA
Associate Director of Sales



REIGINE VALERIE BANAAG
Director of Sales

CONFORME:



GILDA SALVACION A. DIAZ
Vice President