

Contract Agreement for Lease of Venue

This **CONTRACT AGREEMENT** made on the 28th day of July 2022 between the **OFFICE OF TRANSPORTATION COOPERATIVES** with principal address at 5th Floor Main, Ben-Lor Building, 1184 Quezon Avenue, Brgy. Paligsahan, Quezon City 1103 (hereinafter called the "**Entity**") and **BOY SCOUTS OF THE PHILIPPINES-BP INTERNATIONAL MAKILING** with office address at Brgy. Batong Malake, Jamboree Site, UP Los Baños, Laguna, Region IV-A, 4030 Philippines (hereinafter called the "**Lessor**"):

WHEREAS, upon the request of the **Entity**, the **Lessor** submitted a price quotation for the Lease of Venue including Meals and Accommodation for the OTC Mid-Year Assessment and Harmonization of the 2022 PUVMP Work Program to be held on August 03-05, 2022, in the amount of One Hundred Ninety-Two Thousand Pesos (**Php192,000.00**), (hereinafter called the "**Contract Price**") which the **Entity** subsequently accepted pursuant to OTC-Bids and Awards Committee Resolution No. 006, series of 2022.

NOW THIS AGREEMENT WITNESSETH, AS FOLLOWS:

1. The following documents shall form part of this Agreement in accordance with Section 37.2.3 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA No. 9184, viz:
 - (a) The **Entity's** Terms of Reference (ToR), attached as **Annex A**;
 - (b) The **Lessor's** Winning Quotation dated 20 July 2022, including the Eligibility Requirements and all other documents/statements submitted attached as **Annex B**; and
 - (c) The **Entity's** Notice of Award, attached as **Annex C**.
2. In consideration of the payment to be made by the **Entity** to the **Lessor** as hereinbefore mentioned, the **Lessor** hereby covenants with the **Entity** to provide the service, and remedy defects thereof in conformity with stipulations of the Contract in all aspects, without prejudice to any other obligations that may arise pursuant to the provisions of applicable laws.
3. The **Entity** hereby covenants to pay the **Lessor** the Contract Price and in consideration of the provision of goods and the remedying of defects thereof.
4. The **Lessor** shall be paid in full through Advice to Debit Account within 30 days upon receipt by the **Entity** of the **Lessor's** Statement of Account.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective duly authorized representatives on the date abovementioned.

**OFFICE OF TRANSPORTATION
COOPERATIVES**

By:


CRESENCIANA E.S. GALVEZ
Officer-in-Charge, Office of the Chairman

CERTIFIED FUNDS AVAILABLE:


NITA M. LOPEZ-COSARES
Accountant III

**BOY SCOUTS OF THE PHILIPPINES-
BP INTERNATIONAL MAKILING**

By: 
MR. JERIC A. PAZ
Senior Key Accounts Specialist

SIGNED IN THE PRESENCE OF:


BENIZ MARKON VILLERA

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared this 12th day of July 2022, the following persons exhibiting to me their respective valid identification cards, to wit:

Name	Proof of Identity	Date/Place issued
1. Cresenciana E.S. Galvez	_____	_____
2. Mr. Jeric A. Paz	_____	_____

Known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the organizations or companies they represent.

This instrument, which refers to the "Contract Agreement for Lease of Venue" consisting of two (2) pages including this page where this Acknowledgement appears, has been duly signed by the parties on each and every page thereof.

WITNESS MY HAND AND SEAL on the 12th day of July 2022 and place first above mentioned.

Doc. No. 123 :
Page No. 24 :
Book No. 140 :
Series of 2022.


ATTY. RUBEN M. AZARINES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2022
PTR NO. 2493598D, 01/03/2022-QUEZON CITY
IBP NO. 178672, 01/03/2022-Quezon City Chapter
Roll of Attorney's No. 4627
Admin Matter No. 016
MCLE-VII-0018605-05.2 2
TIN: 140-394-884-110
Unit 2 UGF-2 Opulent Bldg., Sucorro, Quezon City



Boy Scouts of the Philippines

BP International

Makiling managed by: HARMONY HOTELS INC.

Jamboree Site, University of the Philippines
Los Baños, Laguna
Mobile No. (0916) 538-4330 (globe)
Mobile No. (0921) 247-6677 (smart)
Telephone No. (049) 576-7498

BANQUET EVENT CONTRACT	
Contact Person: MS. CRESENCIANA E.S. GALVEZ	Organization Name: OFFICE OF TRANSPORTATION COOPERATIVES
Designation: OFFICER IN CHARGE	Type of Function: Live in Seminar
Address: 1184 Quezon Ave, Brgy. Paliagsahan Quezon City	Date: August 3-5, 2022
Mobile Number:	Function Room: BOARD ROOM & GMELINA ROOM
	Total Guaranteed Persons: 32 Persons
Billing Arrangements: Send Bill, On Accounts on forwarding billing status, a minimum of 30 days shall be given to the CLIENT to make the necessary payments. Hotel shall base the Statement of Account on the actual incurred charges made during the event. Payments may be made through Cash & Company Check.	
Check-In Date: August 3, 2022	
Check-out Date: August 5, 2022	

Total Guaranteed Cost: Php192,000.00
Package Rate: Php2,000 x 32Pax x3Days=Php192,000.00

		EVENT TITLE:
		"OTC Mid-Year Assessment and Harmonization of the 2022 PUVMP Work Program"
		FRONT OFFICE:
		August 3-5, 2022 (32Pax)
		15 Standard Rooms (Twin Sharing) – 30Pax
		2 Standard Rooms (Single Occupancy) – 2Pax
		BAR: Beverage Arrangement
		•
		BANQUET SERVICE: Please provide the following
		• Free Wi-Fi inside the function room and at the Hotel lobby area
		• Complimentary Parking Function Room (8 Hours)
		• Complimentary use of LCD Projector and Screen
		• Free use of Basic PA System with Microphones
		• Free Wi-Fi access inside the function and Hotel lobby area
		• Complimentary Tarpaulin with free Layout
		• Notepad and Pencils
		SPECIAL REQUESTS:
		PHYSICAL LAY-OUT:
		LIST OF CORKAGES (IF ANY)

NOTE:

- * There shall be an electrical charge of **Php350.00** per equipment brought in by the engager. **Waived**
- * Extension in the use of function room beyond number of hours stipulated in the contract shall have an additional charge of **Php2,500.00** net/hour. **Waived**
- * Telephone calls from the function room will be charged separately
- * Engager/participants/guest is responsible for their personal belongings. Hotel has no liability or whatsoever for any personal belongings lost during the event.

FOR:

MR. JERICAPAZ
Senior Key/Accounts Specialist

MS. CRESENCIANA E.S. GALVEZ
Officer in Charge

Date:

MR. RENZ MARION L. VILLELA
General Manager



Boy Scouts of the BP International Makiling

managed by: HARMONY HOTELS INC.

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TERMS AND CONDITIONS

ROOM ACCOMMODATION (FOR LIVE-IN SEMINAR)

1. The HOTEL shall provide room requirement based on the guaranteed minimum stipulated on this contract.
2. In the event that total numbers of participants exceed the guaranteed minimum, the hotel shall spill-over the excess participants to available hotels nearest to the HOTEL. Only room accommodation charges shall be shouldered and paid for by the HOTEL.
3. Standard Check in time of the HOTEL is 2:00PM. In cases of early arrival, participants will be accommodated depending on the availability of rooms.
4. Telephone and other incidental charges i.e., laundry, ala carte menu orders, telephone, sundry etc. are on **personal account of the participants** unless prior arrangements had been made by the CLIENT.
5. **Lost/Misplaced /Damaged keys** shall be charged at the rate of **P500.00/key** and will be added to the CLIENT'S total billing upon commencement of the event. This shall cover for door lock replacement.
6. **All damaged/lost/misplaced equipment's, linens, towels, remote control and other properties of the hotel** inside the room shall be charged to the CLIENT and will be added to the total bill upon check-out.

BANQUET

1. The HOTEL shall provide all arrangements based on the guaranteed minimum stipulated in each organized meal with a 10% allowance for a possible increase in attendance. Each person counted with this allowance shall be charged the same quoted rate.
2. CLIENTS are prohibited from bringing into the hotel premises any food and beverage items. Likewise, the bringing of food and beverage out of the hotel premises is not allowed. In cases that Client insists to bring additional food and beverage items, hotel shall charge the appropriate corkage fees and shall not be held liable for any untoward incident that may arise from the circumstances related to food and beverage.
3. In case attendance goes beyond the 10% allowance based on the minimum guaranteed covers, the hotel shall not be responsible or liable for the delay in food replenishment and/or service.
4. Minimal reduction of covers shall be allowed not later than 72 hours prior to the function date, provided it should not exceed 5% of the minimum guaranteed covers.

FUNCTION ACTIVITIES AND MATERIALS

1. The HOTEL will not accept any request for storage for props and equipment brought in by the CLIENT. Appropriate security pass should be obtained prior to function date.
2. The CLIENT shall be solely liable for its guests' personal belongings such as gifts, prizes, exhibits, props, displays and other material. Hotel has NO liability whatsoever for any losses during the event.
3. The CLIENT shall be liable to the HOTEL for any loss, damage or injury caused by the act, negligence or omission of the client, his/her representative, contractor, agent, guests/visitors or any acting in his/her behalf while in the performance of any activity in connection with the contracted function: where the engager undertakes or contracts for a special set-up of the function, her must ensure that the premises assigned to the function are protected from damages. Ensure that the people working/rehearsing for a performance shall abide by hotel policy.
4. Maximum use of function room is only for 8 hours; extension on the use of the function room beyond the allowable time will have an additional charge of **Php2,500.00** succeeding hour.

CANCELLATION

No cancellation of this agreement shall take effect except upon written notice of cancellation to be forwarded to the hotel's Sales & Marketing Office or Food and Beverage Office in accordance with the terms and conditions set forth herein:

- if cancellation is made no less than thirty (31) days before the function date, seventy-five (75%) of the deposit shall be forfeited in favor of the hotel; and
- if cancellation is made within (30) to eight (8) days before the function date, one hundred (100%) of the deposit shall be forfeited.

The hotel shall entertain **NO** cancellation within a period of seven (7) days before the function date. Should the CLIENT insist on the cancellation of herein function, the CLIENT shall be obligated to pay the hotel one hundred (100%) percent of the Total Contract Package.

BILLING: All charges must be paid in full upon the commencement of the event. In cases of forward billing, a minimum of 30 days shall be given to the CLIENT to make the necessary payments. Hotel shall base the Statement of Account on the **actual incurred charges** made during the event. Payments may be made through Cash, Credit Card, Manager's or Company Check. Personal check shall not be honored as payment. In the event that the CLIENT fails to settle within 30 days, a 2% interest based on the Statement of Account shall be imposed by the Hotel per month of failure to settle. In case of non-settlement of overdue accounts, the Court of Makati City shall have exclusive jurisdiction and the CLIENT hereby agrees to pay interest at the rate stipulated above and attorney's fee equivalent to 25% of the amount due plus cost of suit.

MISCELLANEOUS: Circumstances and operations not covered in these terms and conditions will be subject to interpretation, stipulations and decisions deemed necessary and appropriate by the HOTEL. Any court case/s that may arise from the enforcement and interpretation of this contract shall be exclusively filed in the Courts of Makati City.

LIMIT OF LIABILITY. The HOTEL shall not be liable for any claim or damage herein beyond 20% of the TCP. The HOTEL shall not be liable for its failure to comply with any of the provisions of this contract in cases of labor disputes, natural disaster, fortuitous events and such other cause/s unforeseeable or beyond the control of the hotel management and its personnel. In turn, the HOTEL shall not charge the CLIENT cancellation charges in cases of force majeure.

I HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND CONDITIONS

AND HEREBY AGREE TO COMPLY WITH THE SAME.