

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and executed by and between:

**PHILIPPINE INTERNATIONAL CONVENTION CENTER, INC.**, a corporation duly organized in accordance with and registered under the laws of the Republic of the Philippines, with office at the PICC Complex, Pasay City 1307, Metro Manila, Philippines, and represented herein by its General Manager, **RENATO B. PADILLA**, hereinafter referred to as the "FIRST PARTY";

-and-

**DEPARTMENT OF BUDGET AND MANAGEMENT**, a government entity with principal office at Gen. Solano Street, San Miguel, Manila, and represented herein by its Secretary, **BENJAMIN E. DIOKNO**; hereinafter referred to as the "SECOND PARTY";

**WITNESSETH: That -**

**WHEREAS**, the FIRST PARTY manages and operates the Philippine International Convention Center (PICC) Complex and is empowered and authorized to lease out meeting rooms and other spaces or areas therein to interested parties;

**WHEREAS**, the SECOND PARTY desires to hold an event, "**FORUM ON THE FY 2020 BUDGET PREPARATION AND FY 2019 BUDGET EXECUTION GUIDELINES**" (hereinafter referred to as the "Event") on **January 24 - 25, 2019** at the PICC Complex, and has accordingly proposed to lease from the FIRST PARTY certain room/s, space/s or area/s at the PICC Complex that is/are set forth in Annex A hereof, and made an integral part hereof (hereinafter referred to as the "Venue"); and

**WHEREAS**, the FIRST PARTY, relying on the representations made by the SECOND PARTY, is amenable in renting out the Venue to the SECOND PARTY, under the terms and conditions set forth below.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations herein below stated, the parties hereto do hereby agree and stipulate, as follows:

1. **Subject Matter.** This Agreement refers to the lease by the SECOND PARTY of the Venue from the FIRST PARTY to enable the former to hold the Event during the specific period/s (the "Lease Period/s") set forth in **Annex A - Aggregate Charges**.

2. **Aggregate Charges.** Subject to Section 3 below, the aggregate charges for the use by the SECOND PARTY of the Venue, including certain facilities and provision of certain technical services by the FIRST PARTY to the SECOND PARTY as itemized in **Annex A** (hereinafter referred to as the "Aggregate Charges"), plus the applicable tax on said charges, presently value-added tax (VAT), shall be shouldered by the SECOND PARTY, total of which shall be in the amount of : **ONE MILLION FOUR HUNDRED FORTY TWO THOUSAND EIGHT HUNDRED FORTY EIGHT PESOS (P 1,442,848.00)**.

3. **Additional Charges.** Apart from the Aggregate Charges, the SECOND PARTY shall be assessed the following additional charges, as solely determined by the FIRST PARTY, to wit:

- a. For the use of PICC facilities, equipment and/or provision by the FIRST PARTY of technical services, beyond or in excess of the Lease Period/s or in addition to those originally requisitioned;
- b. For electricity consumed by any equipment brought to the Venue or anywhere inside the PICC Complex upon prior permission of the FIRST PARTY;
- c. For the installation of telephone, telecommunications and/or cable, TV equipment, at the Venue or anywhere inside the PICC Complex upon request by the SECOND PARTY;
- d. For change/s in venue layout, i.e., seating arrangements, tables and furniture, etc., as requested by the SECOND PARTY vis-à-vis that which was previously instructed by the SECOND PARTY or agreed upon by the parties and which have been already put in place by the FIRST PARTY;
- e. For authority granted by the FIRST PARTY to the SECOND PARTY to sell or distribute souvenir, promotional and/or commercial items;
- f. For authority to allow the SECOND PARTY, or a third-party designated by the SECOND PARTY, to undertake commercial photography especially for moving-up, graduation or oath-taking ceremonies and the like;
- g. By way of penalty for bringing into (by the SECOND PARTY, its officials, staff, representatives, agents or guests) or allowing the bringing into the Venue, or anywhere inside the PICC Complex, firearms, ammunition, inflammable, exploding and detonating materials including pyrotechnics, contraband, dangerous or prohibited drugs or substances, as well as animals, plants and substances which can or may cause harm to persons and property;

BENJAMIN E. DIOKNO

RENATO B. PADILLA

The SECOND PARTY shall not hold the Event in such a manner as to offend public decency and good morals, thus, in case the FIRST PARTY shall find the holding of the Event, including the display of materials therein, indecent or immoral, the latter, in its sole discretion, prevent or discontinue the holding of the Event.

If the Venue or any other premises at the PICC Complex, including its facilities or equipment, shall be damaged by reason of the act or omission of the SECOND PARTY, its officers, employees, representatives, agents or contractors, including its guests, customers or invitees as well as those persons caused to be admitted by the SECOND PARTY to attend, watch, witness or view the Event or any activity related to the Event, the SECOND PARTY shall pay the FIRST PARTY, upon demand, such sum as may be necessary to restore said premises or facilities or equipment to their original condition, ordinary wear and tear excepted.

Finally, the FIRST PARTY shall not be responsible for any damage or injury to the SECOND PARTY, its personnel or agent or to third parties from any cause whatsoever arising at any time during the term of this Agreement, unless such damage or injury is directly attributable to willful misconduct or gross negligence of the FIRST PARTY, its personnel or contractors.

10. **Maximum Capacity.** The SECOND PARTY must ensure that actual number of persons, or individuals attending the Event shall not exceed the maximum capacity of the following hall/s, room/s or area/s based on type of set-up, to wit:

<u>Room/Hall, Etc.</u>	<u>Type of Set-Up</u>	<u>Maximum Capacity</u>
Meeting Room 1	Round Table	560 pax
	Theater	950 pax
Summit Halls C & D Banquet Hall 2	Round Table	500 pax
	Round Table	120 pax

The FIRST PARTY has the right to refuse admission of additional persons or individuals to the Venue, if maximum seating capacity of the Venue has been exceeded, regardless of whether or not those barred admission were issued tickets/invitations or any other authorization by the SECOND PARTY to enter the Venue.

11. **Filing of Archive Materials.** For archival or record purposes, the FIRST PARTY shall be provided, free of charge, with at least two (2) complete sets of documents, materials, posters, logos and hand-outs including briefs issued or to be issued for or in connection with the Event.

12. **Physical and Technical Arrangements/Lay-out Plans.** The SECOND PARTY shall submit to the FIRST PARTY, for approval, the plans for physical and technical arrangements for each hall, room, parking space, counter, and/or other space/area forming part of the Venue at least two (2) weeks before the set-up of such physical or technical facilities. Failure to do so shall authorize the FIRST PARTY to decide on behalf of the SECOND PARTY the set-up or appropriate arrangements therefor.

In the case of exhibitions, preliminary drawings of lay-out plans made to scale, booth/stand dimensions and specifications, weight of exhibit items, electrical installations and power requirements, must be submitted to the FIRST PARTY by the SECOND PARTY one (1) month before installation date for its approval.

13. **Security/Coordination with Police Authorities.** For the duration of the Event, the FIRST PARTY shall provide and maintain security for building perimeter areas of the PICC Complex and internal patrols for common areas at the PICC Complex. Deployment by the SECOND PARTY of security personnel shall be subject to the FIRST PARTY's rules on security, and proper coordination with the FIRST PARTY shall be made within a reasonable period prior to the Event. If necessary, especially in the case of concerts or live shows, the SECOND PARTY shall, at its cost, likewise coordinate with and procure the assistance of the police authorities to assure crowd control as well as peace and order within the PICC Complex and its immediate periphery.

14. **Special Provisions.** In case the Event involves the holding of a concert, opera, play, movie or any other show for which tickets are sold to the public for admission thereto, the FIRST PARTY reserves the right to have, for its own disposition, a number of house seats, the exact quantity of which shall depend on the hall or room within the PICC Complex where the concert, opera, play, movie or other show will be staged. For graduations and oath-taking ceremonies, with or without selling of tickets for admission, the FIRST PARTY reserves the right to have, for its own disposition, a maximum of ten (10) house seats. The exact location of these house seats shall be agreed upon by the parties.

For concerts, shows and plays where tickets are sold to the public for admission thereto, it is herein stipulated that ten percent (10%) of total admission tickets for sale shall be allocated and actually made available for sale at the PICC premises. The SECOND PARTY shall pay a commission to the FIRST PARTY for tickets sold within the PICC premises, equivalent to ten percent (10%) of ticket sales, net of tax.

The script and/or scenario of a concert, opera, play, movie or any other show to be staged at the Venue shall be submitted in advance by the SECOND PARTY to the FIRST PARTY at least two (2) months prior to the holding of the Event, for review and approval by the FIRST PARTY to assure that the Event complies with pertinent laws, and whose decision thereon shall be final and binding on the SECOND PARTY.

15. **Indemnification by FIRST PARTY.** Failure by the FIRST PARTY to deliver the Venue on the Lease Period/s, notwithstanding compliance by the SECOND PARTY of all its obligations under this Agreement, shall obligate the FIRST PARTY to indemnify the SECOND PARTY in an amount equivalent to whatever payment was already made by the SECOND PARTY under this Agreement.

S. E. C.

BENJAMIN E. DIOKNO

Renato B. Padilla  
A

23 JAN 2019

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on this \_\_\_ day of \_\_\_\_\_ 2019 at Pasay City, M.M., Philippines.

PHILIPPINE INTERNATIONAL CONVENTION CENTER, INC. (First Party)

DEPARTMENT OF BUDGET AND MANAGEMENT (Second Party)

By: RENATO B. PADILLA [Signature]

By: BENJAMIN E. DIOKNO [Signature]

Signed in the presence of:

[Signature] (Witness)

(Witness)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) CITY OF PASAY ) s.s X-----X

23 JAN 2019

BEFORE ME, a Notary Public for and in the above-stated locality, personally this \_\_\_ day of \_\_\_\_\_ 2019, appeared:

Table with 3 columns: Name, Competent Evidence of Identity, Date/Place Issued. Rows for RENATO B. PADILLA and BENJAMIN E. DIOKNO.

known to me and to me known to be the very same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed and that of the entity/ies they respectively represent.

This instrument refers to an Agreement consisting of five (5) pages including the page wherein this Acknowledgment is written, plus one (1) annex, signed on each and every page thereof by the parties and their two (2) instrumental witnesses.

WITNESS MY HAND & NOTARIAL SEAL at the place and date first above-written.

Doc. No. 86; Page No. 19; Book No. 24; Series of 2019.

ATTY JOSHUA P LAPUZ Notary Public Makati City Until Dec 31, 2019 Appointment No. M-82-(2018-2019) PTR No. 7333096 /Jan. 3, 2019 /Makati IBP Lifetime No. 04897 Roll No. 45790 MCLE Compliance No. V-0019692 101 Urban Ave. Campos Rueda Bldg. Brgy. Pio Del Pilar, Makati City

**ANNEX A  
AGGREGATE CHARGES  
(with Security Deposit)**

**REF. NO. 1.28.2019**

**FORUM ON THE FY 2020 BUDGET PREPARATION AND FY 2019 BUDGET EXECUTION GUIDELINES  
January 24-25, 2019**

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**I. VENUE/LEASE PERIOD**

➤ **DAY 1 / Half Day**

**\*Package includes the following:**

- Use of Jose Rizal Hall (Meeting Room 1)
- *Set-up without aircon*  
January 24, 2019 / 12am – 8am
- *Actual with aircon*  
January 24, 2019 / 8am – 12nn
  
- **Via Mare's Brunch w/ Free Flowing Coffee,  
for 480 pax minimum guarantee**
- Inclusive of V.A.T. and applicable service charge for Via Mare
- Round table set-up for 480 pax

➤ **DAY 2 / AM Session**

**\*Package includes the following:**

- Use of Jose Rizal Hall (Meeting Room 1)
- *Set-up without aircon*  
January 25, 2019 / 12am – 8am
- *Actual with aircon*  
January 25, 2019 / 8am – 12nn
  
- **Via Mare's Packed AM Snacks w/ Free Flowing Coffee  
for 700 pax minimum guarantee**
- Inclusive of V.A.T. and applicable service charge for Via Mare
- Theater set-up for 900 pax

➤ **DAY 2 / PM Session**

**\*Package includes the following:**

- Use of Agoncillo Halls (Summit Halls C & D)
- *Set-up without aircon*  
January 25, 2019 / 5am – 1pm
- *Actual with aircon*  
January 25, 2019 / 1pm – 5pm
  
- **Via Mare's Merienda Cena w/ Free Flowing Coffee  
for 311 pax minimum guarantee**
- Inclusive of V.A.T. and applicable service charge for Via Mare
- Round Table Set-Up for 311 pax

**Venue Inclusions:**

- Basic lights and sound system
- 10ft x 20ft P3 Led Wall in Jose Rizal Hall (January 24, 2019)
- 10ft x 20ft feet P3 LED Wall in Jose Rizal Hall (January 25, 2019)
- 9 x 12 feet P3 LED Wall in Agoncillo Halls (January 25, 2019)
- Platform (Agoncillo Halls)
- Permanent stage (Jose Rizal Hall)
- Wi-fi access
- Sign stands
- Engineering services
- Janitorial services
- 12% V.A.T. in room rental charge

➤ **Meal Area for VIPs and Staff**

**\*Package includes the following:**

- Use of **Jose Joya Hall (Banquet Hall 2)**
- *Set-up without aircon*  
January 25, 2019 / 7:30am – 11:30am
- *Actual with aircon*  
January 25, 2019 / 11:30am – 1:30pm
- **Via Mare's Buffet Lunch for 50 pax minimum guarantee**  
@ Php1,000.00 net/pax
- Inclusive of V.A.T. and applicable service charge for Via Mare
- Round Table Set-Up for 50 pax

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	<b>AGGREGATE CHARGES</b>	<b>P</b>	<b>1,442,848.00</b>
<b>II.</b>	<b>SECURITY DEPOSIT</b>		142,152.00
	(for additional charges as stipulated in paragraph 3 above)		
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	<b>TOTAL</b>	<b>P</b>	<b><u>1,585,000.00</u></b>