



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE OF AWARD

September 12, 2023

MR. ROLAND A. NACIONAL

Sales Executive
Summit Hotel Naga

Dear **Mr. Nacional:**

We are pleased to inform you that the project "***Lease of Venue for PH-OGP Regional Meetings/Consultation (Luzon)***", is hereby awarded to Summit Hotel Naga in the amount of **One Hundred Sixty-Eight Thousand Eight Hundred Pesos (P168,800.00) only.**

Based on the evaluation of your submitted documents, the DBM Bids and Awards Committee through the Fiscal Planning and Reforms Bureau finds your submission as the lowest calculated and most responsive quotation for the said project.

Thank you very much.

Very truly yours,


MARY JOY O. DE LEON
Acting Director IV
Fiscal Planning and Reforms Bureau
Department of Budget and Management



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE TO PROCEED

September 12, 2023


MR. ROLAND A. NACIONAL

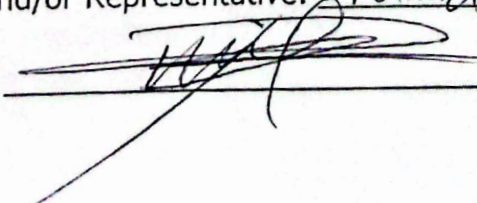
Sales Executive
Summit Hotel Naga

Dear **Mr. Nacional:**

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "*Lease of Venue for PH-OGP Regional Meetings/Consultation (Luzon)*", shall commence upon receipt of this Notice to Proceed.

Very truly yours,


MARY JOY O. DE LEON
Acting Director IV, FPRB

I acknowledge the receipt and acceptance of this Notice on: Sept 13, 2023
Name of Consultant and/or Representative: Roland A. Nacional
Authorized Signature: 



Letter of Authorization
Summit Hotel and Go Hotels

This Letter of Authorization (LOA) is executed by **Department of Budget and Management**, in favor of Robinsons Land Corporation (RLC) to ensure that all hotel charges (rooms and incidentals) indicated below and in other related documents shall be paid in full.

Please check appropriate property and indicate charges to be covered. One LOA per transaction. Kindly affix signature on all pages and provide a copy of SEC Certificate for the authorized signatory/ies.

SUMMIT HOTELS

- **Summit Hotel Naga**
- Summit Ridge Tagaytay
- Summit Galleria Cebu
- Summit Circle Cebu
- Summit Hotel Magnolia
- Summit Hotel Tacloban
- Summit Hotel Greenhills

GO HOTELS

- Go Hotels Mandaluyong
- Go Hotels Iloilo
- Go Hotels Bacolod
- Go Hotels Butuan
- Go Hotels Dumaguete
- Go Hotels Lanang – Davao
- Go Hotels Ortigas Center
- Go Hotels Otis
- Go Hotels Puerto Prinsesa
- Go Hotels Tacloban
- Go Hotels Iligan
- Go Hotels Naga
- Go Hotels Tuguegarao

HOTEL CHARGES – Check all that apply

- Rooms
- Incidentals (meals, laundry, phone calls, etc.)
- Other charges, please indicate (banquet)

AUTHORIZED HOTEL CHARGES

○ Room Charges	-	<u>PHP60,000.00</u>	
○ Incidental Charges	-	<u>PHP108,800.00</u>	(Banquet)
○ Other Charges	-	<u> </u>	
TOTAL	-	<u>PHP168,800.00</u>	

Letter of Authorization
Summit and Go Hotels

Authorized Signatory/Date





It is understood that by signing this LOA, the Company guarantees payment of the full amount of the Authorized Hotel Charges and all amounts that may be due to RLC from Company. The Company agrees to the following terms and conditions:

- 1) Total hotel charges billed shall be settled within thirty (30) calendar days from receipt of the Statement of Account (SOA). SOAs transmitted via e-mail shall be considered received on the day the e-mail is sent. All payment concerns shall be sent to the e-mail address indicated in this form.
- 2) In cases of cancellations, no-shows, or shortened stays, the Company shall be liable in accordance with the cancellation policy stated in the relevant contract/purchase order. In the absence of an agreed cancellation policy, the Company shall be liable for the full Authorized Hotel Charges stated in this LOA.
- 3) The Company shall submit at the time of payment the corresponding tax certificate (BIR 2307) covering the total outstanding balance. Non-submission or late submission of the tax certificate shall allow RLC to collect the tax difference from the Company, subject to penalties and interests. The Company shall pay the tax difference, penalties, and interests within five (5) days from notice.
- 4) It is client's responsibility to review the SOA. SOAs shall be considered final unless RLC receives a written notice of dispute within three (3) working days from the Company's receipt of the SOA. Undisputed portions/amounts in a SOA shall be paid by the Company in accordance with the agreed payment terms.
- 5) Three percent (3%) penalty per month shall be applied in the event of non-payment or incomplete payment after the agreed credit terms.
- 6) The client agrees that the SOA is the sole basis for billing. Other supporting documents may be provided by RLC but the absence of such documents shall not justify withholding payment. In the event of loss or unavailability of issued SOAs or other supporting documents, this LOA shall suffice as proof of liability for the Authorized Hotel Charges indicated above and all other amounts that may be due to RLC from Company.
- 7) In the event that there is conflict between this LOA and a Company-template LOA/Notice to Proceed/Certificate of Availability of Funds/other similar document, the provisions of this LOA shall prevail.
- 8) For direct bank remittance to our account, please refer to below payment instructions:

Robinsons Bank	
Account Name :	Robinsons Land Corporation
Account No. :	100-23-017057-5
Branch :	Main Branch (Robinsons Galleria)
Address :	Galleria Corporate Center, Edsa cor. Ortigas Avenue, QC
Swift Code :	ROBPPHMQXXX

Letter of Authorization
Summit and Go Hotels

Authorized Signatory/Date

BDO	
Account Name :	Robinsons Land Corporation
Account # :	4958023217
Branch :	Robinsons Galleria Branch
Address :	Basement 2 Park Avenue, Robinsons Galleria, Ortigas Ave, QC
Swift Code :	BNORPHMM





Landbank

Account Name : Robinsons Land Corporation
Account # : 3131-0268-70
Branch : DOTC Branch
Address : Unit 14 GF Columbia Tower, East Wack Wack Ortigas Ave,
Mandaluyong City
Swift Code : TLBPPHMM

Company Name : World Vision Development Foundation, Inc.
Address : Pasig City, Metro Manila, Philippines

Contact Person/Number : **Kathleen Faye Nagales**/09287347058
Email Address : knagales@dbm.gov.ph

Account Manager :

Authorized Signatories:

Mary Joy O. De Leon
Director

Name and Designation / Date

ID presented _____

Name and Designation / Date

ID presented _____

The signatories represent and warrant that they are duly authorized representatives of the Company and that they have the capacity to bind the Company to the obligations stated in this LOA.

Note: The authorized signatory/ies in the Company LOA should also affix its signature in this LOA.

Letter of Authorization
Summit and Go Hotels





SALES AGREEMENT
Rate Sheet (Confidential) – Accommodation & Facility

Based on the Client's specific requirements, we have outlined the following arrangements in relation to the Agreement for your confirmation:

I. Description of Accommodation

Client Name	Department of Budget and Management
Hotel	SUMMIT HOTEL NAGA
Event Name/Description	Seminar
Date of Event	Sept 20-22, 2023
Client Representative	Kathleen Faye Nagales

II. Room, Location, Capacity and Rates

- A. The hotel shall tentatively reserve a block of rooms to meet the Client's requirements based on the following terms:

Hotel	Check-in Date	Check-out Date:	Room Type	No. of Rooms	No. of Nights	No. of Pax	Room Rate	Total Room Rate
Summit Hotel Naga	Sept 20,2023	Sept 22,2023	Deluxe twin bed	8	2	16	Php3,750.00	Php60,000.00nett
	Room Charge							Php60,000.00nett

- B. The total amount for the accommodations to be provided is **Php60,000.00 nett** inclusive of five percent (5%) service charge and exclusive of twelve percent (12%) Value-Added Tax and applicable government taxes.
- C. Room rates are based on single or double occupancy. There will be a **Php1,000** net charge for each additional guest eighteen (18) and older. Children under the age of seven (7) stay free with a paying adult.

Date	Banquet quotations	Price
Sept 20,2023	Dinner for 16pax at Php 650.00 At Asog board room	Php10,400.00
Sept 21,2023	Package for food, beverage and venue for 80pax Php1,100.00 per pax (AM & PM snacks, Lunch)	Php88,000.00
Sept 21,2023	Dinner for 16pax at Php 650.00 At Asog board room	Php10,400.00
Grand total		Php108,800.00

- D. The total amount for the use of the Facility and for food and beverage for the event is **Php108,800.00** inclusive of five percent (5%) service charge.

Total Contracted Amount (Accommodation and Facility): Php168,800.00

III. Function Schedule

Sept 20-21 at 8:00am to 9:00pm (Isarog A)

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- A. Usage of the Facility shall be in accordance with the following time schedule:
- B. The event must begin and end within the period provided above. If the Facility is available and the Client wishes to extend use of the Facility, an extension fee of Five Thousand per hour, inclusive of VAT and non-consumable, shall be charged.

IV. Entitlements and Concessions

The Client and its guests shall be entitled to the following entitlements and concessions during their stay:

V. Authorized Representatives

The authorized representatives of the Client are: (Maximum of 3)

Complete Name	Designation	Specimen Signature
Mary Joy O. De Leon	Director	

VI. Option Date

The arrangement outlined in this Agreement will be held on a first option tentative basis until **Aug 31, 2023**. If the Client does not sign and return this Agreement by this date and pay the required deposit as provided hereunder by the abovementioned date, the hotel reserves the right to cancel all arrangements without notice or obligation to the Client.

VII. Payment

The Client shall make the following payments to the hotel according to the schedule set below:

Payment Schedule	Payment Amount
30 days upon the receipt of the Statement of Account	<p>Full payment amounting to (Php168,800.00) One Hundred SixtyEight Thousand Eight Hundred Pesos shall be settled within 30 days upon receipt of the Statement of Account. Payment may be settled thru cash, check or bank deposit.</p> <p>Please note that the hotel shall only provide the standard billing requirements thus payment is expected within the agreed credit terms. Check shall be made payable to <u>Robinsons Land Corporation</u>.</p> <p>Request for send bill arrangement may be allowed provided that the following documents are submitted for management's approval. Subject to credit evaluation by our Treasury Team.</p> <ol style="list-style-type: none"> 1. CAF/PO/LOA 2. Signed RHR LOA 3. VALID ID of Authorized Signatory 4. Signed Contract

VIII. Cancellation

It is understood that the hotel has reserved the use of the rooms and cancellation will cause the hotel to suffer significant financial losses. Therefore, the Client agrees to the following cancellation policy:

Date	Attrition and Cancellation Terms - Accommodation
Sept 8, 2023	Signed Agreement must be received, otherwise tentative room reservations will be released.
Sept 18, 2023	100% cancellation charge for the total room reservation inclusive of tax and service charge (less deposit paid).

Date	Attrition and Cancellation Terms - Facility
Sept 15, 2023	50% cancellation charge for the total event charges inclusive of tax and service charge (less deposit paid).
Sept 18, 2023	100% cancellation charge for the total event charges inclusive of tax and service charge (less deposit paid).

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Accommodation Terms and Conditions

I. Rates

- A. All rates in this Agreement shall be kept confidential and shall not be disclosed to any third party, directly or indirectly, unless written approval is given by RLC.
- B. All prices quoted in the Agreement are stated in Philippine Peso. If necessary, RLC will claim from the Client any loss on the exchange arising from accounts being settled in other currencies.

II. Check-in and Check-out Procedure

- A. Hotel check-in time shall be at 2:00 p.m. while check-out time shall be at 12:00 noon.
- B. Early check-in or late check-out shall be subject to room availability and additional charges.

III. Reservation Procedure, Reservation Guarantee

- A. The Client shall provide the hotel with an initial rooming list at least seven (7) days prior to the scheduled check-in date. The rooming list should include guest names, arrival/departure dates, flight details, room category, and type of occupancy.
- B. The final rooming list shall be submitted at least four (4) days prior to the scheduled check-in date. Any reservations made after said period shall be subject to availability and the hotel's best available rate.
- C. All reservations must be guaranteed by a one (1) night room rate per room advance deposit by cash, bank draft, or major credit card. The hotel shall charge the deposit upon reservation and such amount shall be credited to the Client's account upon check-in.
- D. Guaranteed reservations will be held until 12:00 noon of the following day of the scheduled check-in date.
- E. Non-guaranteed reservations will be released after 4:00 p.m. of the scheduled check-in date.
- F. Only authorized representatives of the Client are allowed to make reservations. A maximum of three (3) persons shall be designated by the Client as representatives. All authorized representatives must be physically present during the provision of accommodation to countersign any revision in the latest name list with the front desk. Verbal revisions shall not be honored.

IV. Master Account

- A. A Master Account will be established for the Client and its guests. At least five (5) days prior to the scheduled check-in date, the Client shall notify the hotel in writing of:
 - 1. The list of charges that are to be billed to the Master Account; and
 - 2. Authorized signatory/ies to sign and approve charges that are to be billed to the Master Account.
- B. The Master Account shall be charged for liabilities specifically indicated in the Agreement.

V. Individual Guest's Account

- A. All guests must identify themselves as making a reservation under the Client to receive the group rate and to have their reservation credited to the Client.
- B. All guest rooms and incidental charges will be billed to the account of each individual guest, to be established in their individual names upon registering with the hotel and payable by such guests upon check-out.
- C. Notwithstanding the foregoing provision, all unsettled individual accounts and charges shall be charged to the Master Account.





VI. Room Reduction, Cancellation, No Show

- A. Cancellation of guest rooms or "no show" will result in a late cancellation charge as stated in the Attrition and Cancellation Terms in the Agreement. Early departure will be charged for the duration of stay as originally reserved.
- B. The Client shall be responsible for cancellation, no show charges, and/or early departure charges of guests who do not settle the concomitant charges. These charges will be billed to the Master Account.

Facility Terms and Conditions

Function Space

- A. The Client hereby acknowledges that it has inspected the Facility as described in the Agreement and has found it to sufficiently meet its requirements.
- B. In the interest of safety and in compliance with local regulations, the Client shall not allow and the hotel shall not permit entry in the Facility in excess of the maximum capacity stated in the Agreement.
- C. The capacity of the Facility may change depending on equipment, displays, and/or other installations to be used. The hotel shall not be liable for any loss, damage, or injury arising out of or relating to any inadequacy of the Facility reserved by the Client.
- D. The Facility is assigned according to the expected attendance and set-up of the Client as disclosed to RLC. RLC reserves the right to assign an alternative space more suitable for the requirements of the Client should the estimated or expected attendance change, subject to availability and prior agreement with the Client.

II. Food & Beverage

- A. The Client must provide RLC the guaranteed attendance of each function at least five days (5) days prior to the scheduled use of the Facility, otherwise, RLC shall not be held liable for any delay and/or failure to serve the required food and beverage requirements. RLC agrees to allot a ten percent (10%) buffer over the guaranteed attendance for food and beverage requirements. Guaranteed attendance shall not be subject to reduction. Food and beverage to be served for last minute increase in the number of attendees beyond the 10% buffer will be chef's discretion.
- B. RLC shall compute the total function charges in accordance with the guaranteed attendance or actual attendance, whichever is higher.
- C. Should the actual number of persons exceed the maximum guaranteed attendance including the buffer, the food and beverage charge per additional person will be subject to a ten percent (10%) surcharge.
- D. RLC shall not be liable for any damage or injury due to the service and/or consumption of food and/or beverages during the use of the Facility, including food and/or beverages taken out of the Facility.
- E. Any food and/or beverage brought in by the Client and/or its guests shall be subject to a corkage fee equal to the amount of the food and/or beverage brought in.

III. Set-up

- A. The Client shall submit to the hotel a lay-out of the event, exhibit, stage, lighting, sound, and technical specifications, equipment, displays, props, backdrops, and other kinds of set-up, including intent to use Flammable materials, at least fourteen (14) days prior to the use of the Facility which will be subject to the prior written approval of the hotel and its Life Safety System Coordinator.
- B. All contractors and suppliers must secure a restricted pass from the hotel's Life Safety System Coordinator at least seven (7) days before the event

A handwritten signature in dark ink, appearing to be "JHF".

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- C. RLC shall not be liable for any damage, injury, claim, or any adverse effect relating to the set-up, specifications, equipment, props, and backdrops notwithstanding any approval given by the hotel or its Life Safety System Coordinator.
- D. The organizers, exhibitors, contractors, and suppliers shall use the hotel's service entrance for any entry and exit of equipment, materials, and crew at a time mutually agreed with the hotel.
- E. The Client or its contractors shall not carry out any construction or installation works within the Facility without the prior written consent of the hotel and without paying the required bond in an amount to be provided by the hotel.
- F. The hotel shall have the right to refuse entry to any contractors or suppliers whose works have not been approved. Should there be any loss or damage to the Facility, the hotel and/or its guests, and their property caused by the Client or by the contractors or suppliers engaged by the Client, the Client shall assume the entire responsibility and liability for such loss or damage.

IV. Fire and Safety Regulations

- A. The Client warrants that all of its and its contractors' set-ups, specifications, equipment, displays, props, and backdrops, shall be in compliance with all regulations prescribed by local authorities including, but not limited to, safety and fire regulations.
- B. Obstruction of any fire escapes inside the Facility by seating, stages, equipment, or any other set-up are not permitted under any circumstances.

V. Sound Equipment

- A. The Client shall inform the hotel any of its sound and audio requirements at least fourteen (14) days prior to the use of the Facility. The hotel reserves the right to refuse or prohibit the use of any sound equipment that is expected to cause disturbance to other functions or to guests of the hotel during rehearsals, testing, or on the actual day of the use of the Facility.

VI. Cancellation

- A. The Client shall have no right to cancel the use of the Facility regardless of any reason given without incurring any penalty.

The parties agree to the General Terms and Conditions appended to this Agreement as **Annex "A"**, and which forms an integral part hereof.

Should the arrangements outlined in this Agreement meet your approval, please indicate your acceptance by initialising all pages including the enclosed, signing the final page, and returning the original agreement to the Hotel on or before **Sept 8, 2023**

Once signed, this document shall then constitute the full and complete binding agreement and the arrangements shall be considered confirmed and definite.

ROBINSONS LAND CORPORATION
HOTELS AND RESORTS DIVISION

By:

ROLAND A. NACIONAL
Sales Executive
Summit Hotel Naga/Go Hotel Plus Naga
By:

ELJIN NEPOMUCENO
Regional Sales Manager for Luzon
By:

CLIENT

By:

Mary Joy O. De Leon
Director



joy de mesa



JOY DE MESA

Group Director of Sales & Marketing

By:

Cheryl Mina

CHERYL MINA

Treasury Manager

Date:



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Annex "A"
General Terms
Facility and/or Accommodation

These General Terms and Conditions ("General Terms") shall automatically apply to and form an integral part of any **Sales Agreement** ("Agreement") between Robinsons Land Corporation ("RLC") and with any counterparty ("Client") as may be supplemented by applicable annexes.

The signature of the Client on the Agreement shall be deemed, for all intents and purposes, to be an acceptance of these General Terms. Where there is a conflict between any provision of these General Terms and that of the Agreement, the Agreement shall prevail.

I. Hotel Policies, Rules, and Regulations

- A. The Client, its contractor's, and/or its guests shall abide by all hotel policies, guidelines, and rules and regulations issued, or which may hereafter be issued, by the hotel.
- B. Any violations made by the Client, its contractors, and/or its guests and fines imposable for said violations shall be for the account of the Client.

II. Loss or Damage

RLC shall not be responsible for any loss or damage to the Client's property or the property of any of the Client's delegates or guests. Client agrees that RLC will not be responsible for the safe-keeping of properties, equipment, supplies, or other items left in the Facility or anywhere on hotel property.

III. Advertising

The Client shall not use the name, trademark, logo or other intellectual property of RLC or the hotel in any advertising or promotional materials without the prior written approval of RLC. No sign, banner, or display shall be affixed to any part of the Facility. Any damage caused to the Facility including but not limited to, its walls, fixtures, or carpet, will be billed to the Client.

IV. Interest and Penalties

RLC shall impose an interest and penalty at the rate of two percent (2%) interest and three percent (3%) penalty per month, or a fractional part thereof, compounded monthly, to any outstanding overdue amount until full payment thereof.

V. Force Majeure

Either party shall not be liable for failure to perform their respective obligations if such failure is caused by or due to the occurrence of force majeure which shall include, but is not limited to, acts of God, war, government regulations, disaster, fire, strikes, civil disorder, pandemics or epidemics, or other similar causes beyond the reasonable control of the parties

VI. Assignment

The Client shall not assign, transfer, sublet, part or delegate in whole or in part, any of its rights and obligations covered by the Agreement to any third person, juridical or otherwise, without the prior written consent of RLC. Where an assignment or transfer is made or permitted hereunder, the assignee shall be bound by the provisions of the Agreement to the fullest extent that the assignor is bound hereby. Notwithstanding the assignment, transfer or delegation of rights as may be allowed by RLC, the Client shall continue to be jointly and severally liable to RLC for the actions of the party to whom the rights and obligations have been assigned, transferred or delegated, unless the Client obtains from RLC an express written release from these obligations. RLC may assign or transfer any or all of its rights and obligations in the Agreement upon notice to the Client.

VII. Confidentiality

- A. The Client hereby undertakes not to reproduce, distribute, transmit, transfer, or disclose to any third party, directly or indirectly, in any form, by any means or for whatever purpose, the contents of the Agreement and its annexes ("Confidential Information"). The confidentiality requirement herein imposed shall survive the termination or expiration of this Agreement.
- B. The foregoing provision notwithstanding, if the Client is legally compelled or required by any governmental body, court, or competent authority to disclose any such Confidential Information, the Client shall promptly notify RLC so that RLC may be able to seek a protective order or avail itself of other appropriate remedies to prevent or minimize the extent of the disclosure.

VIII. Liability and Indemnity

- A. The Client shall be jointly and severally liable with the Client's guest or contractors for any losses or damages which RLC may incur by virtue of the acts, omissions, fault, or negligence of the Client's guest or contractors.

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- B. In the provision of accommodation and its incidents, RLC shall not be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use. RLC's maximum liability for any damages arising out of or related to the Agreement or its annexes, whether in contract or tort, or otherwise, shall be limited to the amount of the fees the Client paid, or is required to pay, RLC or any other instrument giving rise to the liability, and if such damages result from the Client's use of products or service offerings, such liability shall be limited to the fees the Client paid, or is required to pay, RLC for the deficient product or service offerings giving rise to the liability.
- C. The Client agrees and guarantees to defend, indemnify and hold RLC free and harmless from and against any and all charges, suits, damages, costs, expenses (including legal fees on a full indemnity basis), judgment, penalties, claims, liabilities, or losses of any kind
- D. or nature whatsoever, which may be sustained or suffered by or secured against RLC by reason of, based upon, or arising out of any breach of any obligation of the Client under this Agreement, including its annexes, or any other action of or omission by the Client.

IX. General Provisions

- A. **Entire Agreement.** The Agreement and its annexes sets forth the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, arrangements and understandings relating to the subject matter thereof. RLC shall not be bound or be liable for any alleged representation, promise, inducement, understanding or statement of intention not so set forth therein.

It is expressly agreed that the terms of the Agreement and its annexes shall supersede the terms in any purchase order or any other similar non-RLC document and no terms included in any such purchase order or other non-RLC document shall apply to the accommodations offered.

- B. **Amendment.** The Agreement and its annexes may be amended, modified, superseded, or cancelled only in writing signed by both Parties.
- C. **No Waiver.** The failure of RLC at any time to require performance of any provision of the Agreement shall in no manner affect the right of RLC at a later time to require its performance. The waiver, whether by conduct or otherwise, by RLC of any part or provision of this Agreement or of the breach thereof in any one or more instances shall not be construed as a further or continuing waiver of such term or provision or breach thereof.
- D. **Severance.** Should any provision of the Agreement be declared null, void, or unenforceable by any competent government agency or court, such declaration shall not affect the other provisions of the Agreement which are capable of severance and which will continue unaffected.
- E. **Governing Law, Venue and Costs of Suit.**

1. The Agreement shall be governed by and construed in all respects in accordance with Philippine laws.
2. Should there be any dispute concerning the interpretation or implementation of any provision of this Agreement, the Parties hereto shall exert every effort to settle the dispute amicably. Should the Parties fail to reach an amicable settlement within thirty (30) days from receipt of a notice of dispute, the dispute shall be referred to and finally resolved by binding arbitration administered by the Philippine Dispute Resolution Center, Inc. (PDRCI) and conducted in accordance with the PDRCI Domestic Arbitration Rules then in effect and the Arbitration Law of the Philippines. The number of arbitrators shall be three (3), with each Party appointing one (1) arbitrator and the third arbitrator appointed by the first two (2) arbitrators. The arbitration proceedings, including any legal

proceedings, shall be filed and conducted in Pasig City, Philippines only and the award shall be rendered in the English language. The Parties acknowledge that any award rendered pursuant to this Section shall be final, binding and enforceable.

3. If any legal action, suit or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach or default in connection with any provisions of the Agreement, the prevailing Party shall be entitled to recover the reasonable attorney's fees and litigation expenses incurred in such action, suit or proceeding, in addition to any other relief to which it may be entitled.
- F. **Own Costs.** Except as otherwise provided, each of the Parties undertake and agree to bear its own fees, costs and expenses in connection with the preparation, negotiation and completion of the Agreement and performance of the transactions contemplated herein.
- G. **Counterparts, Electronic Signature.** The Agreement may be executed in any number of counterparts and by the different Parties hereto, each of which separate counterparts when executed and delivered shall constitute an original, but all of which when taken together shall constitute one and the same document. No counterpart shall be effective until each Party has executed at least one counterpart. The Agreement may be executed by way of electronic signature.





Electronic signatures shall have the same force and effect as original manual signatures and shall be binding among the Parties. In case executed electronically, the best evidence of the Agreement shall be a copy thereof bearing electronic signatures, in portable document format (pdf) or any other electronic format intended to preserve the original graphic and pictorial appearance, of the document.

H. **Acknowledgment.** The Parties acknowledge that they and each of them have read the Agreement and its annexes, including these General Terms, in full; are cognizant of each and every one of the terms and provisions thereof and are agreeable thereto; and the signatures of their representatives as affixed on the Agreement shall be deemed for all intents and purposes to have been affixed on these General Terms, as the wholly voluntary act of the signatories thereto and that such persons were duly authorized to sign the same.

- A. Company's payments to RLC may be made via the following channels:
- a. Cash;
 - b. Manager's Check;
 - c. Deposit or wire transfer of immediately available funds to any of RLC's bank accounts indicated below:

Robinsons Bank

Account Name : Robinsons Land Corporation
Account No. :100-23-017057-5
Branch :Robinsons Galleria
Address :Galleria Corporate Center, EDSA cor. Ortigas Ave., Quezon City
Swift Code :ROBPPHMQXXX

BDO

Account Name :Robinsons Land Corporation
Account No. :4958023217
Branch :Robinsons Galleria
Address :Basement 2 Park Avenue, Robinsons Galleria, Ortigas Ave., Quezon City
Swift Code :BNORPHMM

Landbank

Account Name :Robinsons Land Corporation
Account No. :3131-0268-70
Branch :DOTC Branch
Address :Unit 14 GF Columbia Tower, East Wack Wack, Ortigas Ave., Mandaluyong City
Swift Code :TLBPPHMM

B. NOTICES

Notices, invoices and all communication required to be given to the other Party under this Agreement shall be in writing and addressed as follows:


To RLC –

ROBINSONS LAND CORPORATION – Hotels and Resorts Division
7th Floor Robinsons Cyberscape Alpha, Sapphire and Garnet Roads, Ortigas Center, Pasig City
Attention :Joy De Mesa
Tel. No. :+63 8397-0101 local 501
Email Address :Joy.DeMesa@robinsonsland.com

[Nothing follows.]

CONFORME:
Department of Budget and Management

By:



Mary Joy O. De Leon
Director



SUMMIT





September 4, 2023

Mary Joy O. De Leon

Director
Department of Budget and Management
Fiscal Planning and Reforms Bureau
09287347058
TIN000449457000
knagales@dbm.gov.ph

Dear Ms. De Leon,

Warmest greetings from Robinsons Hotels and Resorts – the hospitality management arm of Robinsons Land Corporation!

We are delighted that you have selected us to provide you the necessary services for your accommodation and/or event needs.

Based on your specific requirements, it is our pleasure to extend to you our **preferential rates**, offering you fantastic value on hotel services subject to terms and conditions contained in the **Sales Agreement** and Annex A General Terms attached herein.

All information contained in the Sales Agreement and its annexes are private and confidential and may not be disclosed to any person or third party for whatever reason or purpose.

Should you have any inquiries or would like to schedule a hotel inspection, please feel free to contact the undersigned and we will be delighted to address your concerns.

Should the arrangements outlined in the Sales Agreement meet your approval, please indicate your acceptance by initializing all pages including the enclosed, signing the final page, and returning the original agreement to the Hotel on or before the option date provided.

Thank you and we look forward to welcoming you and your guests at any of our hotel properties.

By:

ROLAND A. NACIONAL

Sales Executive
Summit Hotel Naga/Go Hotels Plus Naga
Date:

By:

JOY DE MESA

Group Director of Sales & Marketing
Date:





SALES AGREEMENT
Rate Sheet (Confidential) – Accommodation & Facility

Based on the Client's specific requirements, we have outlined the following arrangements in relation to the Agreement for your confirmation:

I. Description of Accommodation

Client Name	Department of Budget and Management
Hotel	SUMMIT HOTEL NAGA
Event Name/Description	Seminar
Date of Event	Sept 20-22, 2023
Client Representative	Kathleen Faye Nagales

II. Room, Location, Capacity and Rates

- A. The hotel shall tentatively reserve a block of rooms to meet the Client's requirements based on the following terms:

Hotel	Check-in Date	Check-out Date:	Room Type	No. of Rooms	No. of Nights	No. of Pax	Room Rate	Total Room Rate
Summit Hotel Naga	Sept 20,2023	Sept 22,2023	Deluxe twin bed	8	2	16	Php3,750.00	Php60,000.00nett
	Room Charge							Php60,000.00nett

- B. The total amount for the accommodations to be provided is **Php60,000.00 nett** inclusive of five percent (5%) service charge and exclusive of twelve percent (12%) Value-Added Tax and applicable government taxes.
- C. Room rates are based on single or double occupancy. There will be a **Php1,000** net charge for each additional guest eighteen (18) and older. Children under the age of seven (7) stay free with a paying adult.

Date	Banquet quotations	Price
Sept 20,2023	Dinner for 16pax at Php 650.00 At Asog board room	Php10,400.00
Sept 21,2023	Package for food, beverage and venue for 80pax Php1,100.00 per pax (AM & PM snacks, Lunch)	Php88,000.00
Sept 21,2023	Dinner for 16pax at Php 650.00 At Asog board room	Php10,400.00
Grand total		Php108,800.00

- D. The total amount for the use of the Facility and for food and beverage for the event is **Php108,800.00** inclusive of five percent (5%) service charge.

Total Contracted Amount (Accommodation and Facility): Php168,800.00

III. Function Schedule

Sept 20-21 at 8:00am to 9:00pm (Isarog A)





- A. Usage of the Facility shall be in accordance with the following time schedule:
- B. The event must begin and end within the period provided above. If the Facility is available and the Client wishes to extend use of the Facility, an extension fee of Five Thousand per hour, inclusive of VAT and non-consumable, shall be charged.

IV. Entitlements and Concessions

The Client and its guests shall be entitled to the following entitlements and concessions during their stay:

V. Authorized Representatives

The authorized representatives of the Client are: (Maximum of 3)

Complete Name	Designation	Specimen Signature
Mary Joy O. De Leon	Director	

VI. Option Date

The arrangement outlined in this Agreement will be held on a first option tentative basis until **Aug 31, 2023** If the Client does not sign and return this Agreement by this date and pay the required deposit as provided hereunder by the abovementioned date, the hotel reserves the right to cancel all arrangements without notice or obligation to the Client.

VII. Payment

The Client shall make the following payments to the hotel according to the schedule set below:

Payment Schedule	Payment Amount
30 days upon the receipt of the Statement of Account	<p>Full payment amounting to (Php168,800.00) One Hundred SixtyEight Thousand Eight Hundred Pesos shall be settled within 30 days upon receipt of the Statement of Account. Payment may be settled thru cash, check or bank deposit.</p> <p>Please note that the hotel shall only provide the standard billing requirements thus payment is expected within the agreed credit terms. Check shall be made payable to <u>Robinsons Land Corporation</u>.</p> <p>Request for send bill arrangement may be allowed provided that the following documents are submitted for management's approval. Subject to credit evaluation by our Treasury Team.</p> <ol style="list-style-type: none"> 1. CAF/PO/LOA 2. Signed RHR LOA 3. VALID ID of Authorized Signatory 4. Signed Contract

VIII. Cancellation

It is understood that the hotel has reserved the use of the rooms and cancellation will cause the hotel to suffer significant financial losses. Therefore, the Client agrees to the following cancellation policy:

Date	Attrition and Cancellation Terms - Accommodation
Sept 8, 2023	Signed Agreement must be received, otherwise tentative room reservations will be released.
Sept 18, 2023	100% cancellation charge for the total room reservation inclusive of tax and service charge (less deposit paid).

Date	Attrition and Cancellation Terms - Facility
Sept 15, 2023	50% cancellation charge for the total event charges inclusive of tax and service charge (less deposit paid).
Sept 18, 2023	100% cancellation charge for the total event charges inclusive of tax and service charge (less deposit paid).





Accommodation Terms and Conditions

I. Rates

- A. All rates in this Agreement shall be kept confidential and shall not be disclosed to any third party, directly or indirectly, unless written approval is given by RLC.
- B. All prices quoted in the Agreement are stated in Philippine Peso. If necessary, RLC will claim from the Client any loss on the exchange arising from accounts being settled in other currencies.

II. Check-in and Check-out Procedure

- A. Hotel check-in time shall be at 2:00 p.m. while check-out time shall be at 12:00 noon.
- B. Early check-in or late check-out shall be subject to room availability and additional charges.

III. Reservation Procedure, Reservation Guarantee

- A. The Client shall provide the hotel with an initial rooming list at least seven (7) days prior to the scheduled check-in date. The rooming list should include guest names, arrival/departure dates, flight details, room category, and type of occupancy.
- B. The final rooming list shall be submitted at least four (4) days prior to the scheduled check-in date. Any reservations made after said period shall be subject to availability and the hotel's best available rate.
- C. All reservations must be guaranteed by a one (1) night room rate per room advance deposit by cash, bank draft, or major credit card. The hotel shall charge the deposit upon reservation and such amount shall be credited to the Client's account upon check-in.
- D. Guaranteed reservations will be held until 12:00 noon of the following day of the scheduled check-in date.
- E. Non-guaranteed reservations will be released after 4:00 p.m. of the scheduled check-in date.
- F. Only authorized representatives of the Client are allowed to make reservations. A maximum of three (3) persons shall be designated by the Client as representatives. All authorized representatives must be physically present during the provision of accommodation to countersign any revision in the latest name list with the front desk. Verbal revisions shall not be honored.

IV. Master Account

- A. A Master Account will be established for the Client and its guests. At least five (5) days prior to the scheduled check-in date, the Client shall notify the hotel in writing of:
 - 1. The list of charges that are to be billed to the Master Account; and
 - 2. Authorized signatory/ies to sign and approve charges that are to be billed to the Master Account.
- B. The Master Account shall be charged for liabilities specifically indicated in the Agreement.

V. Individual Guest's Account

- A. All guests must identify themselves as making a reservation under the Client to receive the group rate and to have their reservation credited to the Client.
- B. All guest rooms and incidental charges will be billed to the account of each individual guest, to be established in their individual names upon registering with the hotel and payable by such guests upon check-out.
- C. Notwithstanding the foregoing provision, all unsettled individual accounts and charges shall be charged to the Master Account.





VI. Room Reduction, Cancellation, No Show

- A. Cancellation of guest rooms or "no show" will result in a late cancellation charge as stated in the Attrition and Cancellation Terms in the Agreement. Early departure will be charged for the duration of stay as originally reserved.
- B. The Client shall be responsible for cancellation, no show charges, and/or early departure charges of guests who do not settle the concomitant charges. These charges will be billed to the Master Account.

Facility Terms and Conditions

Function Space

- A. The Client hereby acknowledges that it has inspected the Facility as described in the Agreement and has found it to sufficiently meet its requirements.
- B. In the interest of safety and in compliance with local regulations, the Client shall not allow and the hotel shall not permit entry in the Facility in excess of the maximum capacity stated in the Agreement.
- C. The capacity of the Facility may change depending on equipment, displays, and/or other installations to be used. The hotel shall not be liable for any loss, damage, or injury arising out of or relating to any inadequacy of the Facility reserved by the Client.
- D. The Facility is assigned according to the expected attendance and set-up of the Client as disclosed to RLC. RLC reserves the right to assign an alternative space more suitable for the requirements of the Client should the estimated or expected attendance change, subject to availability and prior agreement with the Client.

II. Food & Beverage

- A. The Client must provide RLC the guaranteed attendance of each function at least five days (5) days prior to the scheduled use of the Facility, otherwise, RLC shall not be held liable for any delay and/or failure to serve the required food and beverage requirements. RLC agrees to allot a ten percent (10%) buffer over the guaranteed attendance for food and beverage requirements. Guaranteed attendance shall not be subject to reduction. Food and beverage to be served for last minute increase in the number of attendees beyond the 10% buffer will be chef's discretion.
- B. RLC shall compute the total function charges in accordance with the guaranteed attendance or actual attendance, whichever is higher.
- C. Should the actual number of persons exceed the maximum guaranteed attendance including the buffer, the food and beverage charge per additional person will be subject to a ten percent (10%) surcharge.
- D. RLC shall not be liable for any damage or injury due to the service and/or consumption of food and/or beverages during the use of the Facility, including food and/or beverages taken out of the Facility.
- E. Any food and/or beverage brought in by the Client and/or its guests shall be subject to a corkage fee equal to the amount of the food and/or beverage brought in.

III. Set-up

- A. The Client shall submit to the hotel a lay-out of the event, exhibit, stage, lighting, sound, and technical specifications, equipment, displays, props, backdrops, and other kinds of set-up, including intent to use Flammable materials, at least fourteen (14) days prior to the use of the Facility which will be subject to the prior written approval of the hotel and its Life Safety System Coordinator.
- B. All contractors and suppliers must secure a restricted pass from the hotel's Life Safety System Coordinator at least seven (7) days before the event





- C. RLC shall not be liable for any damage, injury, claim, or any adverse effect relating to the set-up, specifications, equipment, props, and backdrops notwithstanding any approval given by the hotel or its Life Safety System Coordinator.
- D. The organizers, exhibitors, contractors, and suppliers shall use the hotel's service entrance for any entry and exit of equipment, materials, and crew at a time mutually agreed with the hotel.
- E. The Client or its contractors shall not carry out any construction or installation works within the Facility without the prior written consent of the hotel and without paying the required bond in an amount to be provided by the hotel.
- F. The hotel shall have the right to refuse entry to any contractors or suppliers whose works have not been approved. Should there be any loss or damage to the Facility, the hotel and/or its guests, and their property caused by the Client or by the contractors or suppliers engaged by the Client, the Client shall assume the entire responsibility and liability for such loss or damage.

IV. Fire and Safety Regulations

- A. The Client warrants that all of its and its contractors' set-ups, specifications, equipment, displays, props, and backdrops, shall be in compliance with all regulations prescribed by local authorities including, but not limited to, safety and fire regulations.
- B. Obstruction of any fire escapes inside the Facility by seating, stages, equipment, or any other set-up are not permitted under any circumstances.

V. Sound Equipment

- A. The Client shall inform the hotel any of its sound and audio requirements at least fourteen (14) days prior to the use of the Facility. The hotel reserves the right to refuse or prohibit the use of any sound equipment that is expected to cause disturbance to other functions or to guests of the hotel during rehearsals, testing, or on the actual day of the use of the Facility.

VI. Cancellation

- A. The Client shall have no right to cancel the use of the Facility regardless of any reason given without incurring any penalty.

The parties agree to the General Terms and Conditions appended to this Agreement as **Annex "A"**, and which forms an integral part hereof.

Should the arrangements outlined in this Agreement meet your approval, please indicate your acceptance by initialising all pages including the enclosed, signing the final page, and returning the original agreement to the Hotel on or before **Sept 8, 2023**

Once signed, this document shall then constitute the full and complete binding agreement and the arrangements shall be considered confirmed and definite.

ROBINSONS LAND CORPORATION
HOTELS AND RESORTS DIVISION
By: _____

ROLAND A. NACIONAL
Sales Executive
Summit Hotel Naga/Go Hotel Plus Naga
By: _____

ELJIN NEPOMUCENO
Regional Sales Manager for Luzon
By: _____

CLIENT
By: _____

Mary Joy O. De Leon
Director

chf

GRAND
SUMMIT
HOTEL

SUMMIT



jd mesa



JOY DE MESA
Group Director of Sales & Marketing
By:

chf

CHERYL MINA
Treasury Manager
Date:



Annex "A"
General Terms
Facility and/or Accommodation

These General Terms and Conditions ("General Terms") shall automatically apply to and form an integral part of any **Sales Agreement** ("Agreement") between Robinsons Land Corporation ("RLC") and with any counterparty ("Client") as may be supplemented by applicable annexes.

The signature of the Client on the Agreement shall be deemed, for all intents and purposes, to be an acceptance of these General Terms. Where there is a conflict between any provision of these General Terms and that of the Agreement, the Agreement shall prevail.

I. Hotel Policies, Rules, and Regulations

- A. The Client, its contractor's, and/or its guests shall abide by all hotel policies, guidelines, and rules and regulations issued, or which may hereafter be issued, by the hotel.
- B. Any violations made by the Client, its contractors, and/or its guests and fines imposable for said violations shall be for the account of the Client.

II. Loss or Damage

RLC shall not be responsible for any loss or damage to the Client's property or the property of any of the Client's delegates or guests. Client agrees that RLC will not be responsible for the safe-keeping of properties, equipment, supplies, or other items left in the Facility or anywhere on hotel property.

III. Advertising

The Client shall not use the name, trademark, logo or other intellectual property of RLC or the hotel in any advertising or promotional materials without the prior written approval of RLC. No sign, banner, or display shall be affixed to any part of the Facility. Any damage caused to the Facility including but not limited to, its walls, fixtures, or carpet, will be billed to the Client.

IV. Interest and Penalties

RLC shall impose an interest and penalty at the rate of two percent (2%) interest and three percent (3%) penalty per month, or a fractional part thereof, compounded monthly, to any outstanding overdue amount until full payment thereof.

V. Force Majeure

Either party shall not be liable for failure to perform their respective obligations if such failure is caused by or due to the occurrence of force majeure which shall include, but is not limited to, acts of God, war, government regulations, disaster, fire, strikes, civil disorder, pandemics or epidemics, or other similar causes beyond the reasonable control of the parties

VI. Assignment

The Client shall not assign, transfer, sublet, part or delegate in whole or in part, any of its rights and obligations covered by the Agreement to any third person, juridical or otherwise, without the prior written consent of RLC. Where an assignment or transfer is made or permitted hereunder, the assignee shall be bound by the provisions of the Agreement to the fullest extent that the assignor is bound hereby. Notwithstanding the assignment, transfer or delegation of rights as may be allowed by RLC, the Client shall continue to be jointly and severally liable to RLC for the actions of the party to whom the rights and obligations have been assigned, transferred or delegated, unless the Client obtains from RLC an express written release from these obligations. RLC may assign or transfer any or all of its rights and obligations in the Agreement upon notice to the Client.

VII. Confidentiality

- A. The Client hereby undertakes not to reproduce, distribute, transmit, transfer, or disclose to any third party, directly or indirectly, in any form, by any means or for whatever purpose, the contents of the Agreement and its annexes ("Confidential Information"). The confidentiality requirement herein imposed shall survive the termination or expiration of this Agreement.
- B. The foregoing provision notwithstanding, if the Client is legally compelled or required by any governmental body, court, or competent authority to disclose any such Confidential Information, the Client shall promptly notify RLC so that RLC may be able to seek a protective order or avail itself of other appropriate remedies to prevent or minimize the extent of the disclosure.

VIII. Liability and Indemnity

- A. The Client shall be jointly and severally liable with the Client's guest or contractors for any losses or damages which RLC may incur by virtue of the acts, omissions, fault, or negligence of the Client's guest or contractors.

A handwritten signature in black ink, appearing to be "chff".

SUMMIT
LAND CORP.

SUMMIT





- B. In the provision of accommodation and its incidents, RLC shall not be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use. RLC's maximum liability for any damages arising out of or related to the Agreement or its annexes, whether in contract or tort, or otherwise, shall be limited to the amount of the fees the Client paid, or is required to pay, RLC or any other instrument giving rise to the liability, and if such damages result from the Client's use of products or service offerings, such liability shall be limited to the fees the Client paid, or is required to pay, RLC for the deficient product or service offerings giving rise to the liability.
- C. The Client agrees and guarantees to defend, indemnify and hold RLC free and harmless from and against any and all charges, suits, damages, costs, expenses (including legal fees on a full indemnity basis), judgment, penalties, claims, liabilities, or losses of any kind
- D. or nature whatsoever, which may be sustained or suffered by or secured against RLC by reason of, based upon, or arising out of any breach of any obligation of the Client under this Agreement, including its annexes, or any other action of or omission by the Client.

IX. General Provisions

- A. **Entire Agreement.** The Agreement and its annexes sets forth the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, arrangements and understandings relating to the subject matter thereof. RLC shall not be bound or be liable for any alleged representation, promise, inducement, understanding or statement of intention not so set forth therein.

It is expressly agreed that the terms of the Agreement and its annexes shall supersede the terms in any purchase order or any other similar non-RLC document and no terms included in any such purchase order or other non-RLC document shall apply to the accommodations offered.

- B. **Amendment.** The Agreement and its annexes may be amended, modified, superseded, or cancelled only in writing signed by both Parties.
- C. **No Waiver.** The failure of RLC at any time to require performance of any provision of the Agreement shall in no manner affect the right of RLC at a later time to require its performance. The waiver, whether by conduct or otherwise, by RLC of any part or provision of this Agreement or of the breach thereof in any one or more instances shall not be construed as a further or continuing waiver of such term or provision or breach thereof.
- D. **Severance.** Should any provision of the Agreement be declared null, void, or unenforceable by any competent government agency or court, such declaration shall not affect the other provisions of the Agreement which are capable of severance and which will continue unaffected.
- E. **Governing Law, Venue and Costs of Suit.**

1. The Agreement shall be governed by and construed in all respects in accordance with Philippine laws.
2. Should there be any dispute concerning the interpretation or implementation of any provision of this Agreement, the Parties hereto shall exert every effort to settle the dispute amicably. Should the Parties fail to reach an amicable settlement within thirty (30) days from receipt of a notice of dispute, the dispute shall be referred to and finally resolved by binding arbitration administered by the Philippine Dispute Resolution Center, Inc. (PDRCI) and conducted in accordance with the PDRCI Domestic Arbitration Rules then in effect and the Arbitration Law of the Philippines. The number of arbitrators shall be three (3), with each Party appointing one (1) arbitrator and the third arbitrator appointed by the first two (2) arbitrators. The arbitration proceedings, including any legal

proceedings, shall be filed and conducted in Pasig City, Philippines only and the award shall be rendered in the English language. The Parties acknowledge that any award rendered pursuant to this Section shall be final, binding and enforceable.

3. If any legal action, suit or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach or default in connection with any provisions of the Agreement, the prevailing Party shall be entitled to recover the reasonable attorney's fees and litigation expenses incurred in such action, suit or proceeding, in addition to any other relief to which it may be entitled.
- F. **Own Costs.** Except as otherwise provided, each of the Parties undertake and agree to bear its own fees, costs and expenses in connection with the preparation, negotiation and completion of the Agreement and performance of the transactions contemplated herein.
- G. **Counterparts, Electronic Signature.** The Agreement may be executed in any number of counterparts and by the different Parties hereto, each of which separate counterparts when executed and delivered shall constitute an original, but all of which when taken together shall constitute one and the same document. No counterpart shall be effective until each Party has executed at least one counterpart. The Agreement may be executed by way of electronic signature.

GRAND
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HOTELS & RESORTS

SUMMIT





Electronic signatures shall have the same force and effect as original manual signatures and shall be binding among the Parties. In case executed electronically, the best evidence of the Agreement shall be a copy thereof bearing electronic signatures, in portable document format (pdf) or any other electronic format intended to preserve the original graphic and pictorial appearance, of the document.

H. **Acknowledgment.** The Parties acknowledge that they and each of them have read the Agreement and its annexes, including these General Terms, in full; are cognizant of each and every one of the terms and provisions thereof and are agreeable thereto; and the signatures of their representatives as affixed on the Agreement shall be deemed for all intents and purposes to have been affixed on these General Terms, as the wholly voluntary act of the signatories thereto and that such persons were duly authorized to sign the same.

A. Company's payments to RLC may be made via the following channels:

- a. Cash;
- b. Manager's Check;
- c. Deposit or wire transfer of immediately available funds to any of RLC's bank accounts indicated below:

Robinsons Bank

Account Name : Robinsons Land Corporation
Account No. :100-23-017057-5
Branch :Robinsons Galleria
Address :Galleria Corporate Center, EDSA cor. Ortigas Ave., Quezon City
Swift Code :ROBPPHMQXXX

BDO

Account Name :Robinsons Land Corporation
Account No. :4958023217
Branch :Robinsons Galleria
Address :Basement 2 Park Avenue, Robinsons Galleria, Ortigas Ave., Quezon City
Swift Code :BNORPHMM

Landbank

Account Name :Robinsons Land Corporation
Account No. :3131-0268-70
Branch :DOTC Branch
Address :Unit 14 GF Columbia Tower, East Wack Wack, Ortigas Ave., Mandaluyong City
Swift Code :TLBPPHMM

B. NOTICES

Notices, invoices and all communication required to be given to the other Party under this Agreement shall be in writing and addressed as follows:

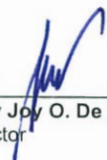
To RLC –

ROBINSONS LAND CORPORATION – Hotels and Resorts Division
7th Floor Robinsons Cyberscape Alpha, Sapphire and Garnet Roads, Ortigas Center, Pasig City
Attention :Joy De Mesa
Tel. No. :+63 8397-0101 local 501
Email Address :Joy.DeMesa@robinsonsland.com

[Nothing follows.]

CONFORME:
Department of Budget and Management

By:



Mary Joy O. De Leon
Director





September 4, 2023

Mary Joy O. De Leon

Director
Department of Budget and Management
Fiscal Planning and Reforms Bureau
09287347058
TIN000449457000
knagales@dbm.gov.ph

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We are delighted that you have selected us to provide you the necessary services for your accommodation and/or event needs.

Based on your specific requirements, it is our pleasure to extend to you our **preferential rates**, offering you fantastic value on hotel services subject to terms and conditions contained in the **Sales Agreement** and Annex A General Terms attached herein.

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Thank you and we look forward to welcoming you and your guests at any of our hotel properties.

By:

ROLAND A. NACIONAL

Sales Executive
Summit Hotel Naga/Go Hotels Plus Naga
Date:

By:

JOY DE MESA

Group Director of Sales & Marketing
Date:





September 4, 2023

Mary Joy O. De Leon

Director
Department of Budget and Management
Fiscal Planning and Reforms Bureau
09287347058
TIN000449457000
knagales@dbm.gov.ph

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By:

ROLAND A. NACIONAL

Sales Executive
Summit Hotel Naga/Go Hotels Plus Naga
Date:

By:

JOY DE MESA

Group Director of Sales & Marketing
Date:





SALES AGREEMENT
Rate Sheet (Confidential) – Accommodation & Facility

Based on the Client's specific requirements, we have outlined the following arrangements in relation to the Agreement for your confirmation:

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Client Name	Department of Budget and Management
Hotel	SUMMIT HOTEL NAGA
Event Name/Description	Seminar
Date of Event	Sept 20-22, 2023
Client Representative	Kathleen Faye Nagales

II. Room, Location, Capacity and Rates

- A. The hotel shall tentatively reserve a block of rooms to meet the Client's requirements based on the following terms:

Hotel	Check-in Date	Check-out Date:	Room Type	No. of Rooms	No. of Nights	No. of Pax	Room Rate	Total Room Rate
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	Room Charge							Php60,000.00nett

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Date	Banquet quotations	Price
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Grand total		Php108,800.00

- D. The total amount for the use of the Facility and for food and beverage for the event is **Php108,800.00** inclusive of five percent (5%) service charge.

Total Contracted Amount (Accommodation and Facility): Php168,800.00

III. Function Schedule

Sept 20-21 at 8:00am to 9:00pm (Isarog A)

dhf





- A. Usage of the Facility shall be in accordance with the following time schedule:
- B. The event must begin and end within the period provided above. If the Facility is available and the Client wishes to extend use of the Facility, an extension fee of Five Thousand per hour, inclusive of VAT and non-consumable, shall be charged.

IV. Entitlements and Concessions

The Client and its guests shall be entitled to the following entitlements and concessions during their stay:

V. Authorized Representatives

The authorized representatives of the Client are: (Maximum of 3)

Complete Name	Designation	Specimen Signature
Mary Joy O. De Leon	Director	

VI. Option Date

The arrangement outlined in this Agreement will be held on a first option tentative basis until **Aug 31, 2023**. If the Client does not sign and return this Agreement by this date and pay the required deposit as provided hereunder by the abovementioned date, the hotel reserves the right to cancel all arrangements without notice or obligation to the Client.

VII. Payment

The Client shall make the following payments to the hotel according to the schedule set below:

Payment Schedule	Payment Amount
30 days upon the receipt of the Statement of Account	<p>Full payment amounting to (Php168,800.00) One Hundred SixtyEight Thousand Eight Hundred Pesos shall be settled within 30 days upon receipt of the Statement of Account. Payment may be settled thru cash, check or bank deposit.</p> <p>Please note that the hotel shall only provide the standard billing requirements thus payment is expected within the agreed credit terms. Check shall be made payable to <u>Robinsons Land Corporation</u>.</p> <p>Request for send bill arrangement may be allowed provided that the following documents are submitted for management's approval. Subject to credit evaluation by our Treasury Team.</p> <ol style="list-style-type: none"> 1. CAF/PO/LOA 2. Signed RHR LOA 3. VALID ID of Authorized Signatory 4. Signed Contract

VIII. Cancellation

It is understood that the hotel has reserved the use of the rooms and cancellation will cause the hotel to suffer significant financial losses. Therefore, the Client agrees to the following cancellation policy:

Date	Attrition and Cancellation Terms - Accommodation
Sept 8, 2023	Signed Agreement must be received, otherwise tentative room reservations will be released.
Sept 18, 2023	100% cancellation charge for the total room reservation inclusive of tax and service charge (less deposit paid).

Date	Attrition and Cancellation Terms - Facility
Sept 15, 2023	50% cancellation charge for the total event charges inclusive of tax and service charge (less deposit paid).
Sept 18, 2023	100% cancellation charge for the total event charges inclusive of tax and service charge (less deposit paid).





Accommodation Terms and Conditions

I. Rates

- A. All rates in this Agreement shall be kept confidential and shall not be disclosed to any third party, directly or indirectly, unless written approval is given by RLC.
- B. All prices quoted in the Agreement are stated in Philippine Peso. If necessary, RLC will claim from the Client any loss on the exchange arising from accounts being settled in other currencies.

II. Check-in and Check-out Procedure

- A. Hotel check-in time shall be at 2:00 p.m. while check-out time shall be at 12:00 noon.
- B. Early check-in or late check-out shall be subject to room availability and additional charges.

III. Reservation Procedure, Reservation Guarantee

- A. The Client shall provide the hotel with an initial rooming list at least seven (7) days prior to the scheduled check-in date. The rooming list should include guest names, arrival/departure dates, flight details, room category, and type of occupancy.
- B. The final rooming list shall be submitted at least four (4) days prior to the scheduled check-in date. Any reservations made after said period shall be subject to availability and the hotel's best available rate.
- C. All reservations must be guaranteed by a one (1) night room rate per room advance deposit by cash, bank draft, or major credit card. The hotel shall charge the deposit upon reservation and such amount shall be credited to the Client's account upon check-in.
- D. Guaranteed reservations will be held until 12:00 noon of the following day of the scheduled check-in date.
- E. Non-guaranteed reservations will be released after 4:00 p.m. of the scheduled check-in date.
- F. Only authorized representatives of the Client are allowed to make reservations. A maximum of three (3) persons shall be designated by the Client as representatives. All authorized representatives must be physically present during the provision of accommodation to countersign any revision in the latest name list with the front desk. Verbal revisions shall not be honored.

IV. Master Account

- A. A Master Account will be established for the Client and its guests. At least five (5) days prior to the scheduled check-in date, the Client shall notify the hotel in writing of:
 - 1. The list of charges that are to be billed to the Master Account; and
 - 2. Authorized signatory/ies to sign and approve charges that are to be billed to the Master Account.
- B. The Master Account shall be charged for liabilities specifically indicated in the Agreement.

V. Individual Guest's Account

- A. All guests must identify themselves as making a reservation under the Client to receive the group rate and to have their reservation credited to the Client.
- B. All guest rooms and incidental charges will be billed to the account of each individual guest, to be established in their individual names upon registering with the hotel and payable by such guests upon check-out.
- C. Notwithstanding the foregoing provision, all unsettled individual accounts and charges shall be charged to the Master Account.





VI. Room Reduction, Cancellation, No Show

- A. Cancellation of guest rooms or "no show" will result in a late cancellation charge as stated in the Attrition and Cancellation Terms in the Agreement. Early departure will be charged for the duration of stay as originally reserved.
- B. The Client shall be responsible for cancellation, no show charges, and/or early departure charges of guests who do not settle the concomitant charges. These charges will be billed to the Master Account.

Facility Terms and Conditions

Function Space

- A. The Client hereby acknowledges that it has inspected the Facility as described in the Agreement and has found it to sufficiently meet its requirements.
- B. In the interest of safety and in compliance with local regulations, the Client shall not allow and the hotel shall not permit entry in the Facility in excess of the maximum capacity stated in the Agreement.
- C. The capacity of the Facility may change depending on equipment, displays, and/or other installations to be used. The hotel shall not be liable for any loss, damage, or injury arising out of or relating to any inadequacy of the Facility reserved by the Client.
- D. The Facility is assigned according to the expected attendance and set-up of the Client as disclosed to RLC. RLC reserves the right to assign an alternative space more suitable for the requirements of the Client should the estimated or expected attendance change, subject to availability and prior agreement with the Client.

II. Food & Beverage

- A. The Client must provide RLC the guaranteed attendance of each function at least five days (5) days prior to the scheduled use of the Facility, otherwise, RLC shall not be held liable for any delay and/or failure to serve the required food and beverage requirements. RLC agrees to allot a ten percent (10%) buffer over the guaranteed attendance for food and beverage requirements. Guaranteed attendance shall not be subject to reduction. Food and beverage to be served for last minute increase in the number of attendees beyond the 10% buffer will be chef's discretion.
- B. RLC shall compute the total function charges in accordance with the guaranteed attendance or actual attendance, whichever is higher.
- C. Should the actual number of persons exceed the maximum guaranteed attendance including the buffer, the food and beverage charge per additional person will be subject to a ten percent (10%) surcharge.
- D. RLC shall not be liable for any damage or injury due to the service and/or consumption of food and/or beverages during the use of the Facility, including food and/or beverages taken out of the Facility.
- E. Any food and/or beverage brought in by the Client and/or its guests shall be subject to a corkage fee equal to the amount of the food and/or beverage brought in.

III. Set-up

- A. The Client shall submit to the hotel a lay-out of the event, exhibit, stage, lighting, sound, and technical specifications, equipment, displays, props, backdrops, and other kinds of set-up, including intent to use Flammable materials, at least fourteen (14) days prior to the use of the Facility which will be subject to the prior written approval of the hotel and its Life Safety System Coordinator.
- B. All contractors and suppliers must secure a restricted pass from the hotel's Life Safety System Coordinator at least seven (7) days before the event





- C. RLC shall not be liable for any damage, injury, claim, or any adverse effect relating to the set-up, specifications, equipment, props, and backdrops notwithstanding any approval given by the hotel or its Life Safety System Coordinator.
- D. The organizers, exhibitors, contractors, and suppliers shall use the hotel's service entrance for any entry and exit of equipment, materials, and crew at a time mutually agreed with the hotel.
- E. The Client or its contractors shall not carry out any construction or installation works within the Facility without the prior written consent of the hotel and without paying the required bond in an amount to be provided by the hotel.
- F. The hotel shall have the right to refuse entry to any contractors or suppliers whose works have not been approved. Should there be any loss or damage to the Facility, the hotel and/or its guests, and their property caused by the Client or by the contractors or suppliers engaged by the Client, the Client shall assume the entire responsibility and liability for such loss or damage.

IV. Fire and Safety Regulations

- A. The Client warrants that all of its and its contractors' set-ups, specifications, equipment, displays, props, and backdrops, shall be in compliance with all regulations prescribed by local authorities including, but not limited to, safety and fire regulations.
- B. Obstruction of any fire escapes inside the Facility by seating, stages, equipment, or any other set-up are not permitted under any circumstances.

V. Sound Equipment

- A. The Client shall inform the hotel any of its sound and audio requirements at least fourteen (14) days prior to the use of the Facility. The hotel reserves the right to refuse or prohibit the use of any sound equipment that is expected to cause disturbance to other functions or to guests of the hotel during rehearsals, testing, or on the actual day of the use of the Facility.

VI. Cancellation

- A. The Client shall have no right to cancel the use of the Facility regardless of any reason given without incurring any penalty.

The parties agree to the General Terms and Conditions appended to this Agreement as **Annex "A"**, and which forms an integral part hereof.

Should the arrangements outlined in this Agreement meet your approval, please indicate your acceptance by initialising all pages including the enclosed, signing the final page, and returning the original agreement to the Hotel on or before **Sept 8, 2023**

Once signed, this document shall then constitute the full and complete binding agreement and the arrangements shall be considered confirmed and definite.

ROBINSONS LAND CORPORATION
HOTELS AND RESORTS DIVISION

By:

ROLAND A. NACIONAL
Sales Executive
Summit Hotel Naga/Go Hotel Plus Naga
By:

ELJIN NEPOMUCENO
Regional Sales Manager for Luzon
By:

CLIENT

By:

Mary Joy O. De Leon
Director



jd mesa



JOY DE MESA

Group Director of Sales & Marketing

By:

[Signature]

CHERYL MINA

Treasury Manager

Date:





Annex "A"
General Terms
Facility and/or Accommodation

These General Terms and Conditions ("General Terms") shall automatically apply to and form an integral part of any **Sales Agreement** ("Agreement") between Robinsons Land Corporation ("RLC") and with any counterparty ("Client") as may be supplemented by applicable annexes.

The signature of the Client on the Agreement shall be deemed, for all intents and purposes, to be an acceptance of these General Terms. Where there is a conflict between any provision of these General Terms and that of the Agreement, the Agreement shall prevail.

I. Hotel Policies, Rules, and Regulations

- A. The Client, its contractor's, and/or its guests shall abide by all hotel policies, guidelines, and rules and regulations issued, or which may hereafter be issued, by the hotel.
- B. Any violations made by the Client, its contractors, and/or its guests and fines imposable for said violations shall be for the account of the Client.

II. Loss or Damage

RLC shall not be responsible for any loss or damage to the Client's property or the property of any of the Client's delegates or guests. Client agrees that RLC will not be responsible for the safe-keeping of properties, equipment, supplies, or other items left in the Facility or anywhere on hotel property.

III. Advertising

The Client shall not use the name, trademark, logo or other intellectual property of RLC or the hotel in any advertising or promotional materials without the prior written approval of RLC. No sign, banner, or display shall be affixed to any part of the Facility. Any damage caused to the Facility including but not limited to, its walls, fixtures, or carpet, will be billed to the Client.

IV. Interest and Penalties

RLC shall impose an interest and penalty at the rate of two percent (2%) interest and three percent (3%) penalty per month, or a fractional part thereof, compounded monthly, to any outstanding overdue amount until full payment thereof.

V. Force Majeure

Either party shall not be liable for failure to perform their respective obligations if such failure is caused by or due to the occurrence of force majeure which shall include, but is not limited to, acts of God, war, government regulations, disaster, fire, strikes, civil disorder, pandemics or epidemics, or other similar causes beyond the reasonable control of the parties

VI. Assignment

The Client shall not assign, transfer, sublet, part or delegate in whole or in part, any of its rights and obligations covered by the Agreement to any third person, juridical or otherwise, without the prior written consent of RLC. Where an assignment or transfer is made or permitted hereunder, the assignee shall be bound by the provisions of the Agreement to the fullest extent that the assignor is bound hereby. Notwithstanding the assignment, transfer or delegation of rights as may be allowed by RLC, the Client shall continue to be jointly and severally liable to RLC for the actions of the party to whom the rights and obligations have been assigned, transferred or delegated, unless the Client obtains from RLC an express written release from these obligations. RLC may assign or transfer any or all of its rights and obligations in the Agreement upon notice to the Client.

VII. Confidentiality

- A. The Client hereby undertakes not to reproduce, distribute, transmit, transfer, or disclose to any third party, directly or indirectly, in any form, by any means or for whatever purpose, the contents of the Agreement and its annexes ("Confidential Information"). The confidentiality requirement herein imposed shall survive the termination or expiration of this Agreement.
- B. The foregoing provision notwithstanding, if the Client is legally compelled or required by any governmental body, court, or competent authority to disclose any such Confidential Information, the Client shall promptly notify RLC so that RLC may be able to seek a protective order or avail itself of other appropriate remedies to prevent or minimize the extent of the disclosure.

VIII. Liability and Indemnity

- A. The Client shall be jointly and severally liable with the Client's guest or contractors for any losses or damages which RLC may incur by virtue of the acts, omissions, fault, or negligence of the Client's guest or contractors.

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- B. In the provision of accommodation and its incidents, RLC shall not be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use. RLC's maximum liability for any damages arising out of or related to the Agreement or its annexes, whether in contract or tort, or otherwise, shall be limited to the amount of the fees the Client paid, or is required to pay, RLC or any other instrument giving rise to the liability, and if such damages result from the Client's use of products or service offerings, such liability shall be limited to the fees the Client paid, or is required to pay, RLC for the deficient product or service offerings giving rise to the liability.
- C. The Client agrees and guarantees to defend, indemnify and hold RLC free and harmless from and against any and all charges, suits, damages, costs, expenses (including legal fees on a full indemnity basis), judgment, penalties, claims, liabilities, or losses of any kind
- D. or nature whatsoever, which may be sustained or suffered by or secured against RLC by reason of, based upon, or arising out of any breach of any obligation of the Client under this Agreement, including its annexes, or any other action of or omission by the Client.

IX. General Provisions

- A. **Entire Agreement.** The Agreement and its annexes sets forth the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, arrangements and understandings relating to the subject matter thereof. RLC shall not be bound or be liable for any alleged representation, promise, inducement, understanding or statement of intention not so set forth therein.

It is expressly agreed that the terms of the Agreement and its annexes shall supersede the terms in any purchase order or any other similar non-RLC document and no terms included in any such purchase order or other non-RLC document shall apply to the accommodations offered.

- B. **Amendment.** The Agreement and its annexes may be amended, modified, superseded, or cancelled only in writing signed by both Parties.
- C. **No Waiver.** The failure of RLC at any time to require performance of any provision of the Agreement shall in no manner affect the right of RLC at a later time to require its performance. The waiver, whether by conduct or otherwise, by RLC of any part or provision of this Agreement or of the breach thereof in any one or more instances shall not be construed as a further or continuing waiver of such term or provision or breach thereof.
- D. **Severance.** Should any provision of the Agreement be declared null, void, or unenforceable by any competent government agency or court, such declaration shall not affect the other provisions of the Agreement which are capable of severance and which will continue unaffected.
- E. **Governing Law, Venue and Costs of Suit.**

1. The Agreement shall be governed by and construed in all respects in accordance with Philippine laws.
2. Should there be any dispute concerning the interpretation or implementation of any provision of this Agreement, the Parties hereto shall exert every effort to settle the dispute amicably. Should the Parties fail to reach an amicable settlement within thirty (30) days from receipt of a notice of dispute, the dispute shall be referred to and finally resolved by binding arbitration administered by the Philippine Dispute Resolution Center, Inc. (PDRCI) and conducted in accordance with the PDRCI Domestic Arbitration Rules then in effect and the Arbitration Law of the Philippines. The number of arbitrators shall be three (3), with each Party appointing one (1) arbitrator and the third arbitrator appointed by the first two (2) arbitrators. The arbitration proceedings, including any legal

proceedings, shall be filed and conducted in Pasig City, Philippines only and the award shall be rendered in the English language. The Parties acknowledge that any award rendered pursuant to this Section shall be final, binding and enforceable.

3. If any legal action, suit or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach or default in connection with any provisions of the Agreement, the prevailing Party shall be entitled to recover the reasonable attorney's fees and litigation expenses incurred in such action, suit or proceeding, in addition to any other relief to which it may be entitled.
- F. **Own Costs.** Except as otherwise provided, each of the Parties undertake and agree to bear its own fees, costs and expenses in connection with the preparation, negotiation and completion of the Agreement and performance of the transactions contemplated herein.
- G. **Counterparts, Electronic Signature.** The Agreement may be executed in any number of counterparts and by the different Parties hereto, each of which separate counterparts when executed and delivered shall constitute an original, but all of which when taken together shall constitute one and the same document. No counterpart shall be effective until each Party has executed at least one counterpart. The Agreement may be executed by way of electronic signature.

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Electronic signatures shall have the same force and effect as original manual signatures and shall be binding among the Parties. In case executed electronically, the best evidence of the Agreement shall be a copy thereof bearing electronic signatures, in portable document format (pdf) or any other electronic format intended to preserve the original graphic and pictorial appearance, of the document.

H. **Acknowledgment.** The Parties acknowledge that they and each of them have read the Agreement and its annexes, including these General Terms, in full; are cognizant of each and every one of the terms and provisions thereof and are agreeable thereto; and the signatures of their representatives as affixed on the Agreement shall be deemed for all intents and purposes to have been affixed on these General Terms, as the wholly voluntary act of the signatories thereto and that such persons were duly authorized to sign the same.

A. Company's payments to RLC may be made via the following channels:

- a. Cash;
- b. Manager's Check;
- c. Deposit or wire transfer of immediately available funds to any of RLC's bank accounts indicated below:

Robinsons Bank

Account Name : Robinsons Land Corporation
Account No. : 100-23-017057-5
Branch : Robinsons Galleria
Address : Galleria Corporate Center, EDSA cor. Ortigas Ave., Quezon City
Swift Code : ROBPPHMQXXX

BDO

Account Name : Robinsons Land Corporation
Account No. : 4958023217
Branch : Robinsons Galleria
Address : Basement 2 Park Avenue, Robinsons Galleria, Ortigas Ave., Quezon City
Swift Code : BNORPHMM

Landbank

Account Name : Robinsons Land Corporation
Account No. : 3131-0268-70
Branch : DOTC Branch
Address : Unit 14 GF Columbia Tower, East Wack Wack, Ortigas Ave., Mandaluyong City
Swift Code : TLBPMM

B. NOTICES

Notices, invoices and all communication required to be given to the other Party under this Agreement shall be in writing and addressed as follows:

To RLC –

ROBINSONS LAND CORPORATION – Hotels and Resorts Division
7th Floor Robinsons Cyberscape Alpha, Sapphire and Garnet Roads, Ortigas Center, Pasig City
Attention : Joy De Mesa
Tel. No. : +63 8397-0101 local 501
Email Address : Joy.DeMesa@robinsonsland.com

[Nothing follows.]

CONFORME:
Department of Budget and Management

By:

Mary Joy O. De Leon
Director

