



SHERATON

EST 1937

Department of Foreign Affairs – BWD Planning

The following represents an agreement (“Agreement”) between Hotel (as defined below), and Account (as defined below).

ACCOUNT: **Department of Foreign Affairs**

CONTACT:

Name: **Mr. Christopher B. Montero**
Job Title: Assistant Secretary, HRMO

Thru:

Name: **Ms. Virginia T. Abad**
Job Title: HRMO – BWD, AAO
Country: Philippines
Phone Number: +63 927 984 6265
Email: virginia.abad@dfa.gov.ph

HOTEL: **Sheraton Manila Hotel**

CONTACT:

Name: **Jemina Cortez**
Job Title: Sales Manager
Address: 80 Andrews Avenue
City, State, Postal Code: Pasay City, 1309
Country: Philippines
Phone Number: +63 917 853 3004
E-mail Address: jeminaavriya.cortez@marriott.com

OFFICIAL PROGRAM DATES: **November 26-27, 2022**

I. GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, **Department of Foreign Affairs** agrees that it will be responsible for utilizing, 13 room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

Day	Date	Room Type	Single	Triple
Saturday	November 26, 2022	Deluxe Room	1	12
Sunday	November 27, 2022	Deluxe Room	Checkout	--

II. GROUP ROOM RATES

Based upon **Department of Foreign Affairs'** total program requirements as outlined in this agreement, Hotel confirms the following group rates:

Single: **PHP 6,043.14+++ or PHP 7,500.00** nett per room, per night
Triple: **PHP 6,446.02+++ or PHP 8,000.00** nett per room, per night

TOTAL ROOM REVENUE: PHP 83,395.38 +++ or PHP 103,499.21 nett based on 13 room nights – One (1) single occupancy and Twelve (12) triple occupancy .

- Above rates are exclusive of 10% service charge then applicable local taxes, unless specified as nett.
- Above rate is applicable for a minimum of ten (10) rooms per night staying for a minimum of one (1) night. Otherwise, the hotel’s prevailing standard promotional rates shall apply.
- Room bed types (specifically for double occupancy) are non-guaranteed and are **subject to availability**.

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- Early arrivals and extensions shall be subject to room availability.
- Request for extra beds and triple occupancy are subject to availability. Corresponding charges will be applied.
- Additional rooms are subject to room availability.
- Rates are available 3 days pre and post-convention based on hotel availability.
- **All the rooms are non-smoking. This is in compliance to Executive Order 26: Providing for the Establishment of smoke-free environments in public and enclosed places by the President of the Republic of the Philippines. A designated smoking area will be provided for all guests.**

INCLUSIONS

- Complimentary buffet breakfast at S Kitchen for each guest
- Complimentary bottled water replenished daily
- Complimentary access to fitness center and swimming pool
- Complimentary Airport Transfers
- Marriott Reward members will receive Complimentary internet in guest rooms and public areas

COMMITMENT TO CLEAN

The Hotel has put in place a multi-pronged approach designed to meet the health and safety challenges presented by COVID-19. Below is an overview of the key components of Marriott's Commitment to Cleanliness.

Marriott Global Cleanliness Council: Consisting of in-house and outside experts in food and water safety, hygiene and infection prevention, and hotel operations, the council will work to develop a new generation of global hospitality cleanliness standards, norms and behaviors for our more than 7,300 properties around the globe.

New Cleaning Technologies: While our council develops its work, we have initiated plans to roll out enhanced technologies at our properties over the next few months, including electrostatic sprayers and the highest classification of disinfectants recommended by the Centers for Disease Control and Prevention and World Health Organization to sanitize surfaces throughout hotels.

Cleaning Regimen Changes: When guests check into our hotels over the next few months, they will notice a number of additions to our cleaning regimen designed to set an even higher standard of cleanliness for the hotels as well as modifications to associate-guest protocols developed to be consistent with recommended social distancing guidelines.

We don't know when the COVID-19 pandemic will be over or when our lives will return to some sort of normalcy. But we want our guests and our associates to know that when the time comes to travel once again, we will be ready to welcome them back to a safe and clean hotel environment.

For Arrival experience:

REGISTRATION

- Registration flow to minimize guest contact.
- Multiple registration desks are available for large group if required to keep minimum 1.5-meter distance.
- Multiple Hand Sanitizer Dispensers are available.
- Temperature checks to be conducted for all attendees.
- Masks to be handed in to the attendees if needed.
- We have a visible station set up for mask and gloves.
- We disinfect the desk surface after each client has been processed.

GROUP CHECK-IN

- We suggest staggered arrivals.
- Multiple check-in desk for large groups are available meeting the minimum 1.5 m social distancing rule.
- Multiple Hand Sanitizer Dispensers are available for your guests.

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General Inclusions:

- **AM and PM Snack**
- **4 Course Set Lunch**
- **Dinner Buffet**
- **Exclusive Meeting Space**
- **Meeting Pads and Pens**
- **Flipcharts, Markers and Eraser**
- **Wireless Internet Access (25mbps per device)**
- **Digital and Printed Signage**
- **Public Address System (Sound System)**
- **Built-in Lights**
- **AV Technician Support during Setup and On-call**
- **Complimentary Overflowing coffee and tea station**

November 26, 2022 – AM Snack + Plated Lunch + PM Snack + Buffet Dinner = Php 4,900.00nett x 45 = Php 221,500.00nett

TOTAL ROOMS & CATERING REVENUE: PHP 324,999.99nett

Quotation does not include a service charge of 10% then applicable local taxes, unless specified as nett. All food and beverage served in the Hotel must be purchased from the Hotel.

The Hotel offers the finest audio-visual equipment, services and support to our guests. Audio visual set up (such as projectors and LED screens) or any set-up requiring electricity use will be charged on top of the above package.

VIII. ADVANCE PAYMENT SCHEDULE

The payment schedule for your Event is outlined below:

PURCHASE ORDER	BANQUETS	AMOUNT IN PHP
November 16, 2022	TOTAL AMOUNT	PHP 324,999.99nett

For your convenience, below are our Bank Account Details:

BENEFICIARY NAME : **LUCKY STAR HOTELS AND RECREATION INC.**
(Sheraton Manila Hotel)

BENEFICIARY BUSINESS ADDRESS : 80 Andrews Avenue, Pasay City, Metro Manila
Philippines 1309

BANK NAME : BANCO DE ORO

BANK ADDRESS : G/F Star Cruises Center Newport City Complex
Pasay City

ACCOUNT NO. – Php (Peso) : 006950410025

ACCOUNT NO. - \$ (US) : 106950297857

SWIFT CODE : BNORPHMM

For Direct Billing, this method of payment of the Master Account will be established upon approval of Department of Foreign Affairs 's credit. If credit is approved, the outstanding balance of Department of Foreign Affairs Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice. A Letter of Authorization (LOA) or Purchase Order is required stating specific charges to be shouldered by your company with your authorized signatories.

Department of Foreign Affairs will raise any disputed charge(s) within 5 days after receipt of the invoice. The Hotel will work with Department of Foreign Affairs in resolving any such disputed charges, the payment of

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- When rooms are not ready, a separate hospitality lounge will be offered.

III. METHOD OF RESERVATIONS/GUARANTEED RESERVATIONS

Reservations for the Group will be made through the Account directly to the Hotel. All reservations for guest rooms must be accompanied by a first night room deposit or guaranteed with a major credit card or by Account. Except for Direct billing as stated in clause VIII

IV. CUT-OFF DATE

Reservations must be received on or before October 4, 2022 (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the **Department of Foreign Affairs** group rate after this date.

V. NO ROOM TRANSFER BY GUEST

Department of Foreign Affairs agrees that neither Account nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Agreement, or to resell or otherwise transfer to persons not associated with Account reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Agreement.

VI. FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by **Department of Foreign Affairs**, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Day	Date	Start Time	End Time	Function Type	Function Space	Setup	# People
Saturday	November 26, 2022	08:00	17:00	Seminar	Meeting Room 6 & 7	Classroom	45
Saturday	November 26, 2022	19:00	22:00	Dinner	Meeting Room 6 & 7	Classroom	45

- All meeting room, food and beverage, and related services are subject to service charge (currently 10%) then applicable local taxes in effect on the date(s) of the event.
- Guidelines imposed by the government on the maximum allowable capacity per function space in line with the Philippine COVID-19 situation will be followed.
- Hotel services are subject to the level of Community Quarantine as mandated by the Philippine Government due to COVID-19, which is currently in effect. If the level of community quarantine is at Alert Level 4 event postponement to a later date or other allowed alternatives will be applied.
- The function room is confirmed until the contracted time.
- Corresponding room rental rate per hour of **PHP 35,000.00** shall apply, beyond the contracted time. Subject to availability.

VII. MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

Department of Foreign Affairs agrees to a minimum banquet food and beverage revenue as stated below based on guaranteed number of persons at 45, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue").

Charges will be made based on the guaranteed food and beverage and attendance, or the actual charges, whichever is higher.

CATERING MINIMUM RATES

Hotel's minimum catering prices are as follows:

Sheraton Whole Day Meeting Package

Php 4,900.00 nett per person per day

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which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within fifteen (15) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

IX. DAMAGE TO FUNCTION SPACE

Department of Foreign Affairs agrees to pay for any damage to the function space that occurs while using it. **Department of Foreign Affairs** will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than **Department of Foreign Affairs** and its attendees.

X. ATTRITION – Rooms Per Night

The hotel requires the rooming list to be submitted on or before **November 16, 2022**. On this date, the hotel shall allow a decrease of not more than 10% from the **guaranteed rooms per night**. Afterwards, the Hotel will release unreserved rooms for general sale. Additional reservations made beyond this date shall be subject to room and rate availability.

Should the room nights confirmed on the rooming list be less than 90% of the total Rooms per night (as mentioned on Page 1 of the agreement), **Department of Foreign Affairs** agrees to pay, the difference between 90% of the Total Contracted Rooms per night and the room nights confirmed on the rooming list; multiplied by the group room rate. Amount will be charged to Master Account.

If the rooming list is turned in after the cut-off date, all rooms being held at that time (as mentioned on Page 1 of the agreement), will be considered guaranteed regardless of the rooming list. The 10% slippage clause will not be applicable in this case.

If the final materialization of rooms fall below the guaranteed number of rooms mentioned, the difference would be charged to the master account. Please note that all rooms must be used during the dates specified under the Guest Rooms Commitment (as mentioned on Page 1 of the agreement).

XI. CANCELLATION - Room Nights and F&B

In the event of a group cancellation occurring 0 to 3 business days prior to arrival, liquidated damages in the amount of one hundred percent (100%) of the Room Night Commitment, seventy percent (70%) of the Minimum Banquet Food and Beverage Revenue, and Total Meeting Room Rental will be due, plus applicable taxes.

In the event of a group cancellation occurring 4 business days to 90 days prior to arrival, liquidated damages in the amount of ninety percent (90%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 91 days to 180 days prior to arrival, liquidated damages in the amount of eighty percent (80%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 181 days to 365 days prior to arrival, liquidated damages in the amount of seventy percent (70%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring between the time of acceptance of this Agreement and 365 days prior to arrival, liquidated damages in the amount of fifty percent (50%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

XII. IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, a pandemic as declared by the World Health Organization, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for

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the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

Should the restrictions imposed by the government result in postponement of the event, all deposits made will be applied in full on the new schedule, within twelve months of the original date.

XIII. COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and **Department of Foreign Affairs** agree to cooperate with each other to ensure compliance with such laws.

XIV. CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or **Department of Foreign Affairs** will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

XV. DISPUTE RESOLUTION

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

XVI. LIQUOR LICENSE

Department of Foreign Affairs understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

XVII. COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

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XVIII. PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Department of Foreign Affairs will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

XIX. IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate **Department of Foreign Affairs**'s needs. If such special setups or extraordinary formats are requested, Hotel will present **Department of Foreign Affairs** two (2) alternatives: (1) charging **Department of Foreign Affairs** the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

XX. UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If **Department of Foreign Affairs** requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

XXI. USE OF OUTSIDE VENDORS

If **Department of Foreign Affairs** wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Hotel may, in its sole discretion, require that such vendor provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance.

XXII. PERFORMANCE LICENSES

Department of Foreign Affairs will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that **Department of Foreign Affairs** may use or request to be used at the Hotel.

XXIII. ACCEPTANCE

When presented by the Hotel to **Department of Foreign Affairs**, this document is an invitation by the Hotel to **Department of Foreign Affairs** to make an offer. Upon signature by **Department of Foreign Affairs**, this document will be an offer by **Department of Foreign Affairs** only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies **Department of Foreign Affairs** at any time prior to execution of this document, the outlined format and dates will be held by the Hotel for **Department of Foreign Affairs** on a first-option basis until November 16, 2022. If **Department of Foreign Affairs** cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

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Upon signature by both parties, **Department of Foreign Affairs** and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

XIX. ELECTRONIC SIGNATURES


In accordance with federal law, the parties shall execute this Agreement electronically – binding the parties to the same degree as a handwritten signature – by using the following process to create an electronic symbol signifying an intent to be legally bound. Each party must fill in the name, title, and date below, and insert a blackened box (“”) at the end of the line marked “Electronic Signature (**Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation**)*.” This Agreement shall not be binding on either party until both parties have electronically executed versions of the Agreement that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment. Each party shall retain a paper copy of the electronic mail and attached executed Agreement received from the other party.

Approved and authorized by Hotel:

Name: Jemina Cortez
Signature: 
Title: Sales Manager
Date: November 23, 2022



Electronic Signature

Noted By:

Name: Lala Quilantang
Signature: 
Title: Dir. Of Sales & Marketing
Date: November 23, 2022

Electronic Signature

Approved and authorized by: Department of Foreign Affairs

Name: 
Mr. Christopher B. Montero
Signature: 
Date: 23 NOV 2022

Electronic Signature

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