

MAKATI DIAMOND  
RESIDENCES



November 23, 2022

Ms. Grace T. Cruz-Fabella  
Assistant Secretary  
Office of Policy Planning and Coordination  
Department of Foreign Affairs  
DFA Building  
2330 Roxas Boulevard, Pasay City

Event Contract

Re: Department of Foreign Affairs' Strategic Planning Conference  
November 28, 2022  
120 persons

Dear Assoc. Fabella,

We are delighted to learn of your interest in holding the Department of Foreign Affairs' Strategic Planning Conference at Makati Diamond Residences on November 28, 2022 for 120 persons. With your specific requirements in mind, we have arranged the following:

FUNCTION SPACE ASSIGNMENT

The Hotel shall reserve the following function space:

Date	Start Time	End Time	Function	Room	Setup	Agrr	Rate
November 28, 2022	8:00AM	5:00PM	Main Hall / Lunch Venue	Gallardo (Upperground Floor)	Rounds	120	Waived in lieu of Meeting Arrangement
	8:00AM	5:00PM	Secretariat Room	Rada Room (Upperground Floor)	Rectangular Block	-	Complimentary
	8:00AM	5:00PM	VIP Holding Room	Valero (2nd Floor)	Lounge Set-up	-	Complimentary
	8:00AM	2:00PM	Breakout Room	Leviste (2nd Floor)	Rectangular Block	15-20	Complimentary
	8:00AM	2:00PM	Breakout Room	De la Rosa (2nd Floor)	Rectangular Block	15-20	Complimentary
	8:00AM	2:00PM	Breakout Room	Paseo (2nd Floor)	Rectangular Block	15-20	Complimentary
	8:00AM	2:00PM	Breakout Room	Salcedo (2nd Floor)	Rectangular Block	15-20	Php 14,000.00 nett

Function rooms are assigned according to the expected attendance and set up. The Hotel reserves the option to assign alternative meeting space suitable for the Group's requirements should the expected attendance change. This will be subject to availability and prior agreement from the Organizer.

The above special rental and food & beverage charges are accorded with the understanding that a minimum of One Hundred Twenty (120) guests will be attending the event. In the event that the number of guests fall below the agreed minimum, the Hotel will have the right to revise the rental and food and beverage charges.

BANQUET PACKAGE:

Meeting Package :  
Php 2,800.00 nett per person  
(1-Item Plated AM and PM Snack, Buffet Lunch served with One Round of Iced Tea)

Legazpi Street, Legazpi Village, Makati City 1229 • Trunk Line: +63 2 317 0999 • www.makati-diamond.com

**Inclusions:**

- Use of function room as indicated above
- 1 Unit of 5K ANSI Lumens LCD projector and 1 Unit of Widescreen
- Use of basic public address system with three (3) microphones
- Free Flowing Coffee and Tea
- Provision of Mint Candles, Notepads and pencils
- Provision of Extension wires.
- Provision of two (2) Flagpoles with Base
- Soft Background Music
- Provision of Public Address System with Audio Technician on stand by.
- 10% Complimentary parking coupons of the total guaranteed guests
- In excess of the complimentary slots, special flat rate of PHP 150.00 nett/slot shall apply.
- Complimentary Wi-Fi access to all guests. Regular browsing only.
- Complimentary 1 TV Monitor with Splitter for simultaneous viewing at the Gallardo Room
- Complimentary 1 unit of LCD Projector with 70x70inch Projection Screen for Dela Rosa Function Room

**OTHER REQUIREMENTS:**

Excess use of Function Room	:	Php 14,000.00 nett per hour
Handheld or Wireless Microphone	:	Php 1,500.00 nett per unit
Projector and Widescreen	:	Php 8,500.00 nett per unit
Label Microphone	:	Php 1,500.00 nett per unit
Laser Pointer	:	Php 1,200.00 nett per unit

The package rate is inclusive of VAT.

**TERMS AND CONDITIONS**

All food and beverage items shall be exclusively purchased from the MAKATI DIAMOND RESIDENCES. PATRON is not permitted to bring in food and beverage items in the hotel unless there is a signed agreement to the contrary.

In case of any food & beverage items allowed to be brought in by the HOTEL upon request of the PATRON, the latter shall hold the HOTEL free and harmless from any illness/inconvenience that patron or invitees of the PATRON may suffer attributable to such food & beverage items. The HOTEL reserves the right to substitute similar or comparable accommodations/menu for the function in case of fortuitous events/causes beyond its control, and substitution shall be accepted by the PATRON as full compliance/performance under this Agreement.

Hotel agrees to set ten (10%) percent over the guaranteed attendance for banquets and to indicate on each food and beverage invoice the number served as well as the number guaranteed. Guaranteed attendance is not subject to reduction. The Hotel shall charge to the Master Account, the total function charges in accordance with the guaranteed attendance or actual attendance, whichever is higher.

Should the actual number of persons exceed the maximum guaranteed attendance, menu to be served to the persons in excess shall fall under Chef's discretion.

**CANCELLATION POLICY**

*For banquets:*  
 One-hundred percent (100%) charge will be applied based on the expected revenue should you cancel after signing of confirmation letter or contract.

**MAXIMUM FUNCTION ROOM CAPACITY**

The maximum capacity of the allocated catering space is 120 persons. In the interest of safety and in compliance with local regulations, we respectfully regret our inability to permit entry in excess of this number.

**EXHIBIT AND OTHER SET-UP**

The Company is requested to submit a lay-out of exhibit, stage and other kinds of set-up including lighting and technical specifications. All lay-outs are subject to approval of the Hotel. *All contractors and suppliers must secure a restricted pass from the Hotel at least seven (7) days before the event.* You are kindly requested to ensure that all set-ups shall not be compromise the safety and security of the Hotel and the guests. We respectfully regret that the Hotel shall not be responsible for any adverse consequences arising from non-compliance.

**INGRESS**

The ORGANIZERS AND SUPPLIERS shall use the Hotel's service entrance for any entry and exit of equipment, materials and crew at a time mutually agreed. You are kindly requested to ensure that any set-up for props and backdrops installed is in compliance with safety and fire regulations prescribed by local authorities. We respectfully regret that we will not be held responsible for any adverse consequences arising from non-compliance.

**FIRE AND SAFETY REGULATIONS**

In order to ensure the safety of our guests, the Hotel requests the Company and any outside contractors hired by the Company to adhere to the Hotel regulations, that the obstruction of any fire escapes inside the ballrooms/function rooms by seating, stages, equipment and set up etc., are not permitted under any circumstances.

In addition, the Company must inform the Hotel any use of flammable materials in the ballrooms/function rooms together with the quantity well in advance and such flammable materials could be used only with the permission granted by the Hotel's Management.

**DECORATION**

Please be advised that signage and promotional materials are not allowed in the Main Lobby. Promotional materials may only be placed at foyer of the function rooms that will be used.

To enable the hotel to maintain our standard of presentation, we reserve the right to refuse any banners, backdrop or signage that are brought in without prior consent by the Hotel. You are kindly requested to ensure that any set-up for props and backdrops installed by your appointed contractors is in compliance with the safety and fire regulations prescribed by local authorities. We respectfully regret that we will not be held responsible for any adverse consequence arising from non-compliance.

**SOUND EFFECTS**

The Hotel must be notified at least 14 working days prior to the actual event date for use of any professional sound and audio equipment. The Hotel reserves the right to refuse or prohibit the use of the sound equipment anticipated to cause noise disturbance to other functions during rehearsal or on the actual day of the event.

**ADVERTISING**

The Company shall not use the name, logo or other proprietary designation of the Hotel, in any advertising or promotional materials without the prior written approval of the Hotel. The Hotel shall accept the same restrictions with respect to the use of the Group's name, trademark, logo and other proprietary designation.

**DAMAGE**

House rules form on use of event facilities must be signed and agreed upon prior the commencing of any work to be carried out within the Hotel's premises. The Hotel has every right to refuse entry to any contractors engaged by the Company, should the Liability Contract not be signed and returned to the Hotel in time for the work to be carried out. Should there be any damage to the Hotel property during the contracted period, which are directly caused by the contractors engaged by the Company, the agreed party shall assume the entire responsibility and liability for losses, damage, claims, demands and expenses arising during the contracted work period.

**WAIVER FOR LOSS**

Please do not leave your valuables unattended. You shall be solely responsible for all event materials, equipment and your guests' personal belongings, such as wardrobes, gifts, prizes, exhibits, props, displays and other related materials. The Hotel shall, in no instance, be held liable for any damage to or loss of such items, whether in the Hotel's public areas or inside the function rooms, unless you or your guests/arranges with the Hotel for additional security who shall personally attend to these items. Special security arrangements shall be for your account and subject to a separate contract.

**HOTEL LIABILITY**

The liability of the Hotel arising out of any act carried out pursuant to this agreement whether in contract, tort or otherwise, shall not in any case exceed the original fee to the Company for the services pursuant to this agreement. Subject to the foregoing, the Hotel shall in no event be under any liability for any loss or damage (including direct and indirect or consequential losses, loss of profits, economic or financial losses or anticipated savings) however arising which may be suffered by Department of Foreign Affairs – Office of Policy Planning and Coordination.

**SECURITY**

The Hotel will provide normal security to ensure orderly running of the event. The Company should at its own cost arrange security to ensure safety of the items displayed/exhibited. The safekeeping of the items to be placed for display/exhibition at all times including prior to and after the event will be the responsibility of the Company. Should armed security guards be involved, the Company has to obtain appropriate license from the local authority at its own cost.

Should the above arrangement be required, the Hotel must be informed in advance for necessary co-ordination and assistance.

To ensure the safety of our guests within the hotel, we have strong security personnel assigned in key posts on a 24-hour basis. This team patrols the perimeter of the property at all times. The Hotel has also invested in the latest in close circuit camera technology to enhance and back-up the surveillance capability of our highly trained security force.

**SERVICE CHARGE, GOVERNMENT TAX & GST**

All guestroom and banquet rates are inclusive of VAT.

**RATE CONFIDENTIALITY**

All rates are not to be posted through any website and should not be disclosed, directly or indirectly, unless explicit written approval is given by the Hotel.

**PAYMENT PROCEDURES**

Should you wish to have a send bill arrangement, we can offer a 30-day term with the agreement that a signed copy of the contract, PO (Purchase Order) and Letter of Authorization with specimen signatures of authorized signatory are submitted upon confirmation of the event.

**BILLING**

Full payment and all incidental charges to be settled through send bill arrangement provided with the Signed Contract and Certificate of Availability of Funds.

**ESTIMATED COMPUTATION**

Package	Number of Persons/ Rooms Quatered	Rates	Total
November 28, 2022	120 persons	Php 2,800.00 nett per person	Php 336,000.00 nett
Meeting Package (1-Item Plated AM and PM Snack, Buffet Lunch served with One Round of Iced Tea)			
Salcedo Room Rental	1	Php 14,000.00 nett	Php 14,000.00 nett
<b>TOTAL</b>			<b>Php 350,000.00 nett</b>

**BANK DETAILS**

Bank Name	Banco De Oro (BDO)
Branch	Legazpi Street corner Paseo de Roxas
Account Name	SMPI MAKATI FLAGSHIP REALTY CORP.
Account No.	0064 001 492 94
SWIFT Code	BNORPHMM

**MASTER ACCOUNT**

A Master Account will be established for the Organizer. At least Ten (10) days prior to the start of the Group, the Organizer shall notify the Hotel in writing of:

- a) The list of charges that are to be billed to the Master Account
- b) Authorized signatory to sign and approve charges that are to be billed to the Master Account.

**FORCE MAJEURE**

The performance of this Agreement by either party is subject to acts of God, war, government regulations, disaster, fire, strikes, civil disorder, or other similar cause or threat thereof beyond the abilities of the parties, making it inadvisable, illegal, or impossible to perform to the terms of the contract, hold the meeting, or provide the facility. This Agreement may be terminated or revised for any of the above reasons without liability by written notice from one party to the other.

**EXCLUSION OF LIABILITY**

The Hotel or the Company will not be held responsible for the failure to execute obligations specified herein directly or indirectly occasioned by or through or in consequence of war, change of status of the Philippine Government, strikes, riots and acts of God or conditions beyond the control of the Hotel or the Company. In the event of non-performance due to the above reasons, the Hotel shall refund all deposits received for the function not performed.

**INDEMNITY**

Each party hereby indemnifies and holds the other and third party planner harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the negligence or misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants, provided such individuals are acting within the scope of their employment.

**DISPUTES**

The parties agree that any dispute in any way arising out of or relating to this contract may be resolved by a court of the Republic of the Philippines.

**OPTION DATE**

The arrangement outlined in this Agreement will be held on a first option tentative basis until November 25, 2022. If the Group does not sign and return this Agreement by this date, the Hotel reserves the right to cancel all arrangements without notice or obligation to the Group.

**NON-COMPLIANCE**

If the deposit and / or guaranteed document are not received by the date indicated, regretably the reservation for the Group may be subject to cancellation with prior notice. Reinstatement of the reservation can only be made upon receipt of payment and subject to the availability of guest rooms and function space.

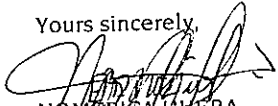
**ACCEPTANCE**

Should the arrangements outlined in this Agreement meet with your approval, please indicate your acceptance by initialising all pages and returning the agreement to the Hotel. Once signed, this document shall then constitute the full and complete binding agreement and the arrangements shall be considered confirmed and definite.

  
MAKATI DIAMOND  
RESIDENCES

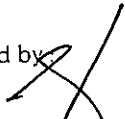
Thank you for selecting Makati Diamond Residences. We are committed to ensure that your meeting is a great success. Please do not hesitate to contact us if we can be of any assistance at any time.

Yours sincerely,




NONVERICA HUERA  
Account Manager for Events  
Makati Diamond Residences

Noted by




MHEL KELVIN TAN  
Senior Events Sales Manager  
Makati Diamond Residences



L.A. SAYSON-POPA  
Director of Sales & Marketing  
Makati Diamond Residences

Conforme:



MS. GRACE T. CRUZ-FABELLA  
Assistant Secretary  
Office of Policy Planning and Coordination  
Department of Foreign Affairs