

Contract Agreement

KNOWN ALL MEN BY THESE PRESENTS :

That this Contract, made and entered into, by and between:

VILLA ESCUDERO PLANTATIONS & RESORT, INC., a domestic Corporation with principal offices at San Pablo City, represented herein by **Aaron Escudero, Sales Manager** hereinafter as the RESORT COMPANY;

And

Department of Foreign Affairs – Office of Treaties and Legal Affairs
With address at 2330 Roxas Boulevard, Pasay City, Philippines, represented herein by **Domingo P. Nolasco, Assistant Secretary** hereinafter referred to as the TOUR GROUP ;

W I T N E S S E T H :

WHEREAS, the RESORT COMPANY is duly authorized to engage in the resort business at Villa Escudero, San Pablo city which offers sports, camping, recreational, educational, cultural facilities and amenities complete with cottages, conferences and convention halls, restaurants and related appurtenances for the wholesome enjoyment, entertainment and relaxation of tourists and guests;

WHEREAS, the TOUR GROUP desires to avail of certain facilities and amenities of the RESORT COMPANY at Villa Escudero for the benefit of THIRTY (30) persons the particulars and corresponding cost of which are specified hereunder;

NOW, THEREFORE, THE PARTIES herein have agreed to the following terms, conditions and stipulations:

1. The TOUR GROUP hereby reserves and guarantees the minimum accommodation of Thirty (30) persons on September 3, 2022.
 - o Day tour Package with Buffet Lunch at the Waterfalls
2. The Package tour includes museum tour, carabao cart rides from the Reception Hall to the Resort Proper and back, use of the swimming pool facilities and special arrangement as follows,
 - Transportation (DFA, Pasay City to Villa Escudero/Villa Escudero to DFA, Pasay City)
 - Welcome Tarpaulin
 - AM Snack (Arroz Caldo Com Pollo)
 - PM Snack (Chicken Empanada with Juice Tetra Pack)
 - Team Building with Facilitator (6 games)
 - Team Building Shirts
 - Function Room with Sound System
 - Cultural Show (2-3pm)
3. The total cost for the availment and use of the above - described facilities and amenities is NINETY-SIX THOUSAND EIGHT HUNDRED FIFTY PESOS ONLY (P 96,850.00) in Philippine Pesos;
4. The TOUR GROUP shall pay the above total cost which NINETY SIX THOUSAND EIGHT HUNDRED FIFTY PESOS ONLY (P 96,850.00) in Philippine Pesos; via send bill arrangement on or before Thirty (30) days after the date of tour, Other incurred expenses shall be settled before check out. Cash/ Credit Card payment only.
5. Reservation must be confirmed SEVENTY - TWO (72) hours before contract date. After 72 hours adjustment in the number of reservation will be accepted only on the basis of plus (+) or minus (-) FIFTEEN percent (15%) of the original contract. Upward adjustment of reservation must be accomplished by a corresponding deposit;

6. One (1) postponement is allowed to a date mutually agreed upon which must be within THIRTY (30) days from initial contract, and notice of postponement must be made not less than 72 hours before start of contract date ;
7. In case of cancellation attributable to the Tour Groups fault, the RESORT COMPANY shall retain FIFTY PERCENT (50%) of the total contract cost for materials which can no longer be fully utilized.
8. Food and drinks cannot be brought into the premises and facilities of VILLA ESCUDERO without prior special arrangements or payments of corkage fees . Special food orders / arrangements are available upon request ;
9. The use of proper swimming suits is strictly enforced in the swimming pool.
10. Lunch is at the waterfalls or at the Coconut Pavilion upon request ;
11. For reasons of security and protection of guests ,the gate of the RESORT COMPANY closes at 7:00 P.M. and overnight guests must check - in before said time ;
12. The TOUR GROUP assumes full responsibility for requiring guests to comply, follow and observe the RESORT COMPANY'S safety rules and regulations , warning and danger signs, proper attire and decorum while inside the premises and using its facilities , and it is expressly agreed and understood the TOUR GROUP shall be solely liable for any accident, injury or death that may occur due to the negligence ,willful act or disregard of the same by the TOUR GROUP and/or guests . The lifeguards and security personnel of the RESORT COMPANY will assist the TOUR GROUP in implementing and enforcing the aforesaid precautionary and safety measures established in the facilities ;
13. In case the RESORT COMPANY will be compelled to enforce the terms , conditions and stipulations of this Contract by legal action, the same may be brought in the proper court in San Pablo City at its' option and the TOUR GROUP shall be liable for attorney's fees, damages and cost of litigation

IN WITNESS WHEREOF, we have hereunto affixed our signatures, this 31 day of ~~APRIL~~ **APRIL** 2022 at Manila.

VILLA ESCUDERO PLANTATIONS & RESORT , INC .

Resort Company :

TIN # 002 - 009 - 813

By : 

MR. AARON ESCUDERO
Sales Manager

Department of Foreign Affairs – Office of Treaties and Legal Affairs

Tour Group

TIN #

By :



Domingo P. Nolasco
Assistant Secretary