

MEMORANDUM OF AGREEMENT

This serves as a memorandum of agreement between Consular Office of General Santos-DFA Represented by Ms. Edel Mae P. Patugan and The Farm @ Carpenter Hill Inc.

1. Confirmation of booking

Activity Venue - Japanese Hall on December 3-4,2022

The reservation of (16 persons) minimum guarantee with a price total of: Total package cost:

Package Breakdown:

MEALS & SNACKS

QTY.	UNIT	PARTICULARS	NO. OF DAYS		NIT PRICE DAY/PERSON	TOTAL
16	PAX	MEALS, ACCOMMODATION AND VENUE	1	0	5,000.00	80,000.00
TOTAL AMOUNT						80,000.00

Package inclusive of:

Standard Check-in time: 2:00pm Standard Check-out time: 12:00pm

INCLUSION:

Free use of function Hall (From 8:00am-8:00pm only) corresponding charge applies in excess of hours

Complete set-up of registration counter

In house sound system with 2 microphones and stands

Rostrum & Philippine flag

Buffet table/s with basic centerpiece arrangement

Stainless chaffing dish Covered seats for all guest

Complete sets of dinnerware, flatware and glassware

Purified drinking water and ice cubes for drinks

Free use of LCD Projector and White Screen

With free wifi connection

With free flowing coffee

B. Billing Arrangement

As standard operating procedure for government agencies, the original copy of duly signed Notice of Award and Purchase Order in favor of The Farm @ Carpenter Hill are required to confirmed reservations. Payments will due 15 (Fifteen) days after the event. Additional charges incurred by guests not stipulated in the contract shall be charged on personal account unless authorized by the signatory. All checks shall be made payable to The Farm at Carpenter Hill.

The company reserves the right, at its sole direction, without liability whatsoever, to change the venue of 4. Change of Function Hall the function hall in the event the engager notifies the company of the increase or decrease in the number of the attendees of the reservation, thereby rendering the size of the function hall originally reserved as Inappropriate

Tor the reservation.



5. Cancellation Due to Force Majeure

Should the company be constrained and compelled to cancel the Reservation by reason of Force Majeure or acts of God, such as but not limited to earthquake, typhoon, and other natural calamities, fire, strike, riots. coup d'etat, major power shortages or electrical power shutdowns which may not be imposed by the government and occurring during the reservation, or such other fortuitous events beyond the control of, or not attributable to the fault or negligence of the company and/or the Engager, if her or she asks for a refund, is entitled to a refund equivalent to 75% of the Reservation Fee with the Company having the right to withhold and forfeit in its favor the 25% of the Reservation Fee to answer for administrative costs.

However, the Engager may use the full amount of the Reservation Fee to be applied to any rebooking of the intended event or activity or to future activity or to use or consume the equivalent value thereof in exchange for other services being provided by The Farm at Carpenter Hill, Inc. such as, but not limited to, resto, hotel check-in & plant avenue purchases. The option to apply the value of the Reservation Fee as mentioned herein shall be valid for a period of ninety (90) days from the date of the cancellation.

Cancellation Due to the Fault of the Company

Should the reservation be cancelled due to the fault or gross negligence of the company, the company shall refund the engager the full amount of the reservation fee, and the engager shall have no other claim or right of action for such consequential or other damages against the company.

Cancellation by engager

In all other instances not covered by the cancellation due to fortuitous events and by the Company, should the engager desire to cancel the reservation, the total bill may still be collected by The Farm @ Carpenter Hill but the equivalent value thereof may be consumed by the Engager in exchange for other services being provided by The Farm at Carpenter Hill, Inc. such as, but not limited to, resto, hotel check-in & plant avenue purchases. The option to apply the value of the Reservation Fee as mentioned herein shall be valid for a period of ninety (90) days from the date of the cancellation.

8. No Show Policy

The Farm @ Carpenter Hill will collect 100% of the total bill.

9. Price Adjustment

The current prices may change without prior notice. In case an extraordinary inflation would happen after the signing of the memorandum of agreement, The Farm @ Carpenter Hill reserves the right to adjust its prices accordingly.

10. Change in the number of attendees

Should the engager decide to change the number of attendees originally covered by the Reservation, the Engager should notify the Company thereof in writing at least 3 days before the scheduled date of the Reservation to enable the company to make appropriate adjustments accordingly. Should the actual attendees be lesser than the guaranteed minimum attendance, the package price agreed upon shall remain due and payable.

Failure of the engager to notify the company in writing within the prescribed time releases The Farm from liability / encumbrances in case the food and / or accommodation will unable to meet the engager's needs and requirements.

In case actual attendees exceed the guaranteed minimum attendees covered by this agreement, price per attendee will be charged plus 20% service charge.

11. Warranty if the engager is a corporation/partnership

The engager warrants that at the time of execution of this Reservation Contract, the performance and observation of the terms and condition hereof are duly authorized and approved by its Board or duly empowered approving bodies and will not conflict with or constitute a breach of its charter/authority, and that its signatory hereto has been duly authorized to enter into and execute this Reservation Contract for and on behalf of the engager and that the engager shall be bound hereby.

12. Billing Arrangement

As standard operating procedures, 50% deposit is required to confirm bookings; full payment will be required seven (7) days prior to the function date.

13. Loss of or damages to facilities, amenities and other materials

After the event, all lost or damaged utensils, glassware, chinaware, silverware and other catering equipment, tools and gadgets due to carelessness or negligence of the engager and/or his guest will be charged accordingly to engager's account. Actual cost of totally damaged items will be applied for reparable items.

The parties have signed this reservation contract this 15th day of July 2022 at Koronadal City, South Cotabato, **Ophilippines**



Prepared by:

Ms. Mecah Joy A. Fernandez Sales Executive

With conformity of:

Ms. Edel Mae P. Patugan Consular Office Head

Noted by:

Mr. John D. Domingo Operations Manager