



ROOM & BANQUET RESERVATION CONTRACT

This agreement entered into by and between **SM PRIME HOLDINGS, INC.**, a hotel business entity with principal office address at Hamilo Coast, Brgy. Papaya, Nasugbu Batangas, City, represented by **Lea C. Alfonso, Senior National Sales Manager** hereinafter referred to as **HOTEL**.

-and-

DEPARTMENT OF FOREIGN AFFAIRS – Office of American Affairs
represented by
Mr. Jose Victor V. Chan-Gonzaga, Assistant Secretary

2330 Roxas Boulevard, Pasay City 1300
referred to as **CLIENT**

WITNESSETH:

DEPARTMENT OF FOREIGN AFFAIRS – Office of American Affairs reserved a minimum guaranteed of **Ten (10) room nights on December 8-9, 2022 (Thursday – Friday).**

The HOTEL has the capability to provide the room accommodation and meals on the above-mentioned dates at reasonable and agreed cost;

The PARTIES have both agreed to the following conditions relating to this event, stipulated as follows:

- 1. **Name of the Event: “GAD (Health and Wellness) Program”**
- 2. **Guest Room Block**

Date and Day		Number of Rooms	Total Number of Rooms
December 8, 2022 (Thursday)	Check-in	10	10
December 9, 2022 (Friday)	Check-out	10	0
Total Room Nights			10

a. Check in and Check out Time

The HOTEL’s standard check-in time starts at 2:00 p.m. on the day of the arrival. Check-out time is at 11:00 a.m.

b. Early Arrivals and Late Check out

Early arrivals may be accommodated subject to the availability of the assigned room at the time of arrival. Should you however wish to ensure that rooms are available at the time of arrival, we recommend that the room is reserved the night before.

Request for late check-out will depend on the availability of the rooms on the day of departure. Extensions may be accommodated however charges may apply.

3. Guest Room Breakdown & Rates

The above guest room block are tentatively reserved based on the following guest room categories

Inclusive Dates	Room Category	Occupancy	Number of Rooms	Number of Persons	Group Room Rate Per Night
December 8-9, 2022 (Thursday – Friday)	Premier Rooms Lagoon View	Double	8	16	Php 9,800.00
December 8-9, 2022 (Thursday – Friday)	Premier Rooms Lagoon View	Single	2	2	Php 9,800.00
TOTAL			10	18	

Note:

- 1) All above room rates are inclusive of breakfast.
- 2) An extra person charge of Php 1,900.00 is charged for the third person joining per room (if any). This rate likewise includes breakfast for one person. Extra bed is subject to availability.

4. Package and Meal Rates

MEAL RATE:

Plated Breakfast/Lunch/Dinner in a function room (2 hours use) Php 1,450.00 per person

REGULAR MEETING PACKAGES:

Half Day Meeting Package Php 1,950.00 per person

Inclusions:

- Use of function room for four (4) hours
- Morning or afternoon snacks
- Lunch in a function room
- Use of one (1) LCD projector with screen
- White board with markers and flip chart
- Pads and pencils
- Candy favors
- Use of one set speaker's basic requirements: podium, speaker and two microphones
- Free flowing coffee or tea

LUNCH AT LAGOA (2 hours use) Php 1,500.00 per person

All above meal rates and regular meeting package rates are valid for a minimum of 15 persons. All above rates are likewise inclusive of service charge and all applicable government taxes and are subject to change without prior notice.

5. Meeting and Meal Arrangements

Based on the schedule provided the following have been tentatively reserved for your event:

Function Date	Activity	Time	Venue	Back-up Venue	Set-up	Number of Persons	Function Room Package Rate
December 8, 2022 (Thursday)	Plated Breakfast	7:00 a.m. to 9:00 a.m.					Php 1,450.00

	Half Day Meeting	12:00 p.m. to 4:00 p.m.					
	Plated Lunch	12:00 p.m. to 1:00 p.m.	Baia 1	N/A	Banquet	20	Php 1,950.00
	Plated PM Snacks	3:00 p.m. to 3:30 p.m.					
	Plated Dinner	6:00 p.m. to 8:00 p.m.					Php 1,450.00
December 9, 2022 (Friday)	Lunch Pre-ordered from A la Carte Menus served family style	11:30 a.m. to 1:30 p.m.	Lagoa (Non-Exclusive)	N/A	Restaurant set-up As is	20	Php 1,500.00

Note:

Should your function exceed the time allocated for any of your above event, the following rental rates will be applied for every hour or any fraction thereof that is exceeded:

Rental Rate for Baia 1: Php 16,000.00

All the above rental rates include all the applicable taxes.

6. Official Signatories

To ensure that all charges are properly authorized, only the following will be allowed to sign for all charges for Rooms, F&B and all other charges relating to this event:

NAME	SPECIMEN SIGNATURE
<u>Wilmina G. Bautista</u>	<u></u>
_____	_____
_____	_____

7. Meeting Concessions

The following amenities will be provided as part of the concession based on all the details outlined in this agreement. Should there be any reduction, these concessions will be adjusted accordingly.

- Complimentary use of P.A. Sound system with two (2) microphones
- Complimentary use of one (1) wide screen
- Complimentary use of one (1) flipchart
- Complimentary use of Podium
- Papers and pencils
- Candy mints
- Flowing coffee and tea

8. Additional Meeting Requirement:

Please indicate if you will be requiring any of the following meeting equipment:

() LCD projector PHP 5,000.00 per day



() Wireless Microphone PHP 1,000.00 per day

All above rates are inclusive of all the applicable taxes.

9. Other Requirements:

() Drivers Quarter PHP 620.00 per day
() Crew Meal PHP 550.00 per meal per person

All above rates are inclusive of service charge and the applicable taxes.

10. Computation of Total Estimated Charges:

a. Guestroom Charges

Room Category	Room Rate	Number of Rooms	Number of Nights	Total
Premier Rooms Lagoon View	Php 9,800.00	8	1	Php 78,400.00
Premier Rooms Lagoon View	Php 9,800.00	2	1	Php 19,600.00
Total				Php 98,000.00

b. Meal Charges

Meal	Meal Rate	Number of Persons	Number of Days	Total
Plated Breakfast	Php 1,450.00	20	1	Php 29,000.00
Half Day Meeting Package	Php 1,950.00	20	1	Php 39,000.00
Plated Dinner	Php 1,450.00	20	1	Php 29,000.00
Lunch at Lagoa (Non-Exclusive)	Php 1,500.00	20	1	Php 30,000.00
Total				Php 127,000.00

c. Other Charges

Item	Rate	Number of Items	Number of Days	Total
Health & Wellness Activities 10:00 a.m. to 12:00 p.m. 2 Activities with Facilitator	Php 950.00	20	1 December 8, 2022 (Thursday)	Php 19,000.00
Total				Php 19,000.00

d. Total Estimated Charges

Item	Total
Guestroom Charges	Php 98,000.00
Meal Charges	Php 127,000.00
Other Charges	Php 19,000.00
TOTAL ESTIMATED CHARGES	Php 244,000.00

Note:

- All above rates used in computing for the total estimated charges are inclusive of service charge and applicable taxes.

- All above estimated charges are based on the details outlined in this contract. Should there be any changes, charges will be adjusted accordingly.

11. Use of Function Rooms:

- The HOTEL strictly prohibits tacking, sticking and/or hammering any material in the walls, ceilings, floor, doors, and fixture of the venue. In case of damages, the CLIENT agrees to be charged accordingly.
- Bringing in of food and drinks into the HOTEL shall not be allowed. The HOTEL likewise shall not allow leftover foods to be packed or to be brought inside the guest rooms.
- Extra Covers: Ten (10%) percent extra covers from the minimum guaranteed number may be accommodated by the HOTEL on the day of the event based on the agreed menu. These extra covers will be charged accordingly. Should your actual number of attendees however exceed the 10% allowance, the HOTEL will prepare the necessary food choices based on the items available at our kitchen at our Chef's discretion in order to accommodate your additional guests. Charges may however be higher than the agreed meal rates.
- The HOTEL reserves the right to issue further terms and conditions or disapprove any requests that may compromise the safety and security of its guests and / or the preservation of the Hotel and its facilities. Such terms and conditions and / or disapproval when so issued shall have the same force and effect as if originally made a part of this Agreement and shall not be construed as a nullification of this contract.
- A separate Banquet Event Order (BEO) will be issued outlining all the agreed details of our event. This will be discussed by our dedicated Events Manager who will be managing your event after this contract is signed. Once all details are agreed, you will likewise be requested to sign this document for our proper implementation and documentation.

12. Events Services Team

We take pride in having a team of experienced Events Services Team who will ensure that your group's details are carried out according to your instructions.

After this agreement is signed, a specific Events Manager will be assigned and dedicated to manage your event. She will be your main contact person who will ensure the smooth implementation of all the details of your event. She is based on property and will see through your event. Please expect a call from your Events Manager after I have endorsed our signed agreement.

13. Attrition Clause and Payment Schedule:

The HOTEL will allow reasonable attrition of the all the guestroom block reserved based on the following cut-off dates:

DATE	Allowable Attrition with no charges	Payment
Upon signing of this Contract	<p>The signed contract will be required on or before this date in order to consider all your tentative reservations to be definite and confirmed.</p> <p>The HOTEL reserves the right to release your reservations on this date unless an extension of the cut off date is agreed with the HOTEL.</p> <p>The group's rooming list will be</p>	<p>Full payment of 100% of the total guestroom and meal arrangements amounting to Php 244,000.00 plus group incidental charges should be settled through Special Send Bill Arrangement.</p> <p>Please refer to attached Certificate of Availability of Funds</p>

	required on this date.	(CAF). Incidental charges that may be incurred by the participants will be charged to their personal account and shall be settled upon group check-out through cash or credit card payment.
--	------------------------	--

14. Cancellation Clause

a. Partial Cancellations

DATE	CANCELLATION CHARGE (GUESTROOMS)	CANCELLATION CHARGE (F&B)
14 Days Prior to Arrival (November 24, 2022)	Any guestroom cancelled after this date will be charged a cancellation fee equivalent to the total room charges.	Any reduction in the number of persons for any organized meals or activities will be charged equivalent to the total meal / activity charges.

b. Total Cancellation / Postponement

The HOTEL has reserved all the guestrooms and/or function space required for this group on a definite and guaranteed basis upon receipt of the signed contract for this event. As such, the HOTEL has declined any other requests from other clients in order to ensure that all the space required for your group is made available. In the event therefore of a total cancellation or postponement of this group on the dates specified in this contract for reasons other than "acts of God", the CLIENT will pay the HOTEL a total cancellation fee equivalent to the total value of this contract.

15. Billing Arrangements

Payments may be made through any Banco de Oro branches. For bank payments, following are our bank details

Reference No.: SOA 00000-02116
TIN Number: 003 058 789 097
Account Number: PESO 749-0008708
Account Name: SM PRIME HOLDINGS, INC. – PICO SANDS HOTEL
Bank Address: J.P. Laurel Street, Nasugbu, Batangas

- The total amount payable to the Hotel may increase due to incidental and other authorize charges that may be incurred by the group during the actual event at the HOTEL. These charges will be included in the group master folio and must be paid in full through special Send Bill Arrangement.
- Any other incidental charges incurred by the participants on a personal account basis must be settled in full upon check-out unless prior arrangements have been made to charge these to the group master folio.
- Any payment made by the CLIENT to the HOTEL is non-refundable.
- Copy of the "Certificate of Registration" bearing the CLIENT'S TIN shall be submitted by the CLIENT to the HOTEL prior to the arrival date.

- The HOTEL only accepts cash and company checks dated and received at least seven (7) days prior to group arrival as a form of settlement. Company checks should be to be made payable to SM PRIME HOLDINGS, INC – PICO SANDS HOTEL.
- A "Certificate of Creditable Tax" for taxes withheld shall be submitted by the CLIENT to the HOTEL prior to group's check-out. Otherwise, the HOTEL will require full payment of the total amount payable by the CLIENT.
- The CLIENT shall withhold expanded withholding tax (EWT) of 2% of the bill exclusive or net of VAT pursuant to BIR Revenue Memorandum Cir. No. 72-2004 since the CLIENT falls under the category of tax payers obliged to withhold from its supplier. However, a photocopy of the letter from BIR considering that the CLIENT belongs to the top 10,000 corporations of the Philippines must be submitted to support this arrangement.

16. Force Majeure Clause

Both parties shall not be liable for failure to comply with this agreement due to force majeure including, but not limited to: labor disputes, natural disaster or other causes beyond the control of both parties.

Any disturbance or discontinuance of this agreement due to causes beyond the control of the HOTEL shall not confer the right to the CLIENT to cause any actions against the HOTEL, nor shall the terms and conditions of this agreement be deemed effective and/or continued.

17. Data Privacy Clause

The parties agree to be bound by the provisions of Republic Act No. 10173 (Data Privacy Act of 2012), its implementing rules and regulations and the issuances of the National Privacy Commission.

18. COVID-19 UPDATE:

We have been closely monitoring the evolving situation brought about by COVID-19 and the health and safety guidelines set by the World Health Organization (WHO) and the Philippine government. We would like to assure you that the health and safety of our guests and our colleagues have always been of paramount importance to us. Given the current situation we are all in, we fully understand your heightened concern on hygiene as this is likewise foremost in all our initiatives. In response to this unprecedented situation, measures are underway at our Hotel to ensure your safety and comfort on your next visit.

Health and Safety Guidelines

Guided by the health care expertise of WHO and the Philippine Department of Health, our new health and safety program, *SustainablySafe* provides clear procedures that guide our employees to take care of the guests and each other. On top of the best practices we have continuously performed, additional proactive and precautionary actions crucial to the safety and security of each guest and staff have been implemented. These points, along with prospective innovations and applications in operations, encompass and comprise the goals of the *SustainablySafe* initiative, the ultimate goal of which is to provide guests with the utmost safety and quality of experience.

As we welcome you back to our hotel, we have taken a series of precautionary measures including:

- All guests are required to wear face masks prior to entry into the hotel or car service. If the guest does not have one, it will be provided for him / her;
- Cars are disinfected before and after each use;
- Disinfectant floor mats are located at the entrance of the hotel to sanitize footwear;
- Guests are subjected to temperature reading and hand sanitation at the entrance;
- Reception desk are disinfected before attending to each guest;
- Guests are to fill-in a health and travel history form upon check-in;
- Room keys and credit cards are sanitized prior to handing them to the guests.

- All guestrooms will include a basic safety kit consisting of facial mask, hand sanitizers and wipes;
- All public areas will have hand sanitizing stations at strategic locations for guests to use;
- Guestrooms are thoroughly disinfected and sanitized before each guest occupancy using clinical grade disinfectant and UV sterilizing equipment;
- Regular disinfection and deep cleaning of high traffic areas (like lobbies, facilities, function rooms, toilets and food outlets) and frequently touched areas (like handles and handrails, elevator panes, remote controls, light switches, and toilet fixtures);
- Laundry is cleaned by DOH-accredited providers, where linen is processed at 83°C to kill microbial life that causes disease or the fermentation of bacteria;
- Conducting 24-hour continuous fresh air intake in all guest rooms and corridors to ensure the best possible air ventilation to deter contamination and transmission;
- Guestroom flatware and glassware are sanitized through dishwashing machines as opposed to the typical practice using sinks to avoid contact and ensure complete cleanliness;
- Social distancing will be strictly enforced in all restaurants and public areas;
- Firm execution of social distancing amongst staff, who will also assist, enable, and ensure that guests are able to practice social distancing in all areas of the property;
- Staff wears masks, gloves, face shields, and other PPEs at all times when on-duty;

These activities and efforts have so far just been the beginning. We will incessantly pursue the highest standards of excellence and adhere to the stringent protocols that meet international standards and implement them whenever possible.

19. Option Date


Should you find everything to be in order, please sign this agreement and return the signed copy to us on or before the option date mentioned for us to consider all your reservations to be definite and confirmed. Kindly be advised that if we do not receive the signed agreement on or before this date, the HOTEL reserves the right to cancel all arrangements without notice or obligation to the CLIENT. Reinstatement of space will be subject to availability and to the extent that the space is available.

Mr. Chan-Gonzaga, once again thank you for choosing to book this most important event at Pico Sands Hotel. We look forward to the opportunity of being a part of the success of your event.

IN AGREEMENT, both the parties thereby sign this document at Pasay City.

ON BEHALF OF THE HOTEL


By:



 Lea C. Alfonso
 Senior National Sales Manager – NSO
 SM PRIME HOLDINGS, INC.

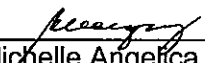
ON BEHALF OF THE CLIENT

By:



 Mr. Jose Victor V. Chan-Gonzaga
 Assistant Secretary
 DEPARTMENT OF FOREIGN AFFAIRS -
 Office of American Affairs

By:



 Ms. Michelle Angelica A. Marquez
 Director of Sales – NSO
 SM PRIME HOLDINGS, INC.