

13 July 2017

**A/SEC. OF HEALTH MARIA-BERNARDITA T. FLORES, CESO II**  
*Executive Director IV - National Nutrition Council*  
2332 Nutrition Building, Chino Roces Avenue Extension  
Taguig City

Dear ASec Flores,

Greetings!

It is our pleasure at Hotel Stotsenberg to present our contract with your company. Below are the essential provisions of our agreement for your perusal:

CORPORATE NAME	<b>STOTSENBERG LEISURE PARK AND HOTEL CORPORATION (STOTSENBERG)</b> <b>TIN 234-969-084-000 NON VAT</b>
NAME OF CLIENT	<b>National Nutrition Council</b> 2332 Nutrition Building, Chino Roces Avenue Extension Taguig City  <b>A/SEC. OF HEALTH MARIA-BERNARDITA T. FLORES, CESO II</b> <i>Executive Director IV</i>
TITLE	<b>4<sup>TH</sup> NATIONAL CONFERENCE OF BARANGAY NUTRITION SCHOLARS (NORTH LUZON)</b>
TERM	Date: July 19 – 20, 2017 Time: 8am – 6pm Venue: EMILIANO RAMOS HALL Guaranteed Pax: 900  Details of the Event:  <b>Meals @ PHP650.00/HEAD x 900PAX x 2 DAYS</b> July 19: Am Snack, Managed Buffet Lunch, Pm Snack  July 20: Am Snack, Managed Buffet Lunch, Pm Snack  <b>TOTAL CONTRACT/AGREEMENT PRICE: PHP1,170,000.00NET</b> <i>(One Million One Hundred Seventy Pesos)</i>

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INCIDENTAL CHARGES	<p>All incidental charges should be settled in cash right after the Event. The Client is also required to guarantee any unsettled charges made by the participants of the Event.</p> <p>All losses in the guest room/s shall be for the account of the delegates and the Client.</p>
AMOUNT AND MANNER OF PAYMENT	<p>For send-bill arrangement, a Certificate of Availability of Funds (CAF) and Notice of Award should be submitted upon signing of Agreement.</p> <p>Total charges should be settled within a maximum of thirty days (30) from the date of submission of the Statement of Account without need of notice or demand from Stotsenberg.</p> <p>Delinquent/unpaid accounts shall be subject to a monthly compounding interest of Two Percent (2%).</p> <p>If payment is made by bank transfer, kindly send us a copy of the deposit slip by fax. If payment is made by check, payment is only considered to be made after bank clearance. For check payments, please make it payable to:</p> <p>Account Name : Stotsenberg Leisure Park &amp; Hotel Corporation Account Number: 1582-1025-00 Bank Name : Landbank of the Philippines Clark Branch, CSEZ, Pampanga</p> <p>Account Name : Stotsenberg Leisure Park &amp; Hotel Corporation Account Number : 578-005-0415 Bank Name : Banco De Oro Nepo Branch, Angeles City, Pampanga SWIFT CODE : BNORPHMM</p>
INDEMNITY	<p>The CLIENT shall release, waive, and forever hold STOTSENBERG free and harmless, and shall indemnify the latter, its stockholders, directors, officers and employees against, any liability/damage whatsoever or any lawsuit arising, directly or indirectly, from the Client's negligence or willful misconduct in the performance of its rights and obligations under this <i>Agreement</i> or of its employees and/or agents.</p>
OTHER TERMS AND CONDITIONS	<p>Please see attached Annex "A", which is made an integral part hereof.</p>

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Your acceptance of the above-captioned terms and conditions shall constitute a valid and legally binding obligation and agreement between the Parties (hereinafter, the "Agreement"), enforceable in accordance with its terms.

If you are amenable to this Agreement, kindly signify your conformity by signing on the space provided below. Should there be further queries, clarifications and/or suggestions, please do not hesitate to contact Gaye Pangilinan through [gaye.pangilinan.h@gmail.com](mailto:gaye.pangilinan.h@gmail.com) or call us at (045) 499-0777 local 8014.


Prepared by:

  
**GAYE D. PANGILINAN**  
Senior Sales Manager

Accepted by:

  
**MARIA BERNARDITA T. FLORES, CESO II**  
Asst. Secretary of Health and  
Executive Director IV  
NNC

Recommend Approval

  
**EDITHA G. PASTORAL**  
Director of Sales and Marketing

Approved by:

  
**DANILO C. HERRERA**  
Operations Manager  
Stotsenberg Leisure Park & Hotel Corporation

ANNEX "A"

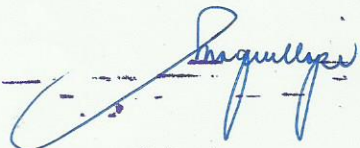
### TERMS AND CONDITIONS

**Section 1. Authority to Act** - The signatories to this Agreement warrant that they are the duly authorized representatives of the Parties herein or have been specifically authorized to enter into this Agreement on behalf of the Parties.

**Section 2. Term** - This Agreement shall be effective from the date of the signing hereof until such date agreed upon by the Parties and until all the obligations herein are fully complied with, and shall not be extended, impliedly or expressly, without the written consent of the Parties.

**Section 3. Taxes and Licenses** - Each party shall bear the burden of whatever fees and taxes that may be imposed on their respective ends as a result of the services rendered and goods or services received therefore in exchange.

CERTIFIED AS TO AVAILABILITY  
OF FUNDS PURSUANT TO LQI 962  
IN THE AMOUNT OF ₱ 1,170,000.  
ROA NO. 02-101101-2017-07-1141



The CLIENT shall be responsible for obtaining all the applicable licenses and/or permits from government and regulatory agencies in relation to its own Event.

**Section 4. Force Majeure** - Neither party will be liable for non-performance due to *Force Majeure* provided that there has been no delay yet on the part of the party raising the application of *Force Majeure*.

*Force Majeure* shall include, but not be limited to, strikes, accidents, natural disaster, and other fortuitous events.

**Section 5. Confidentiality** - Save in cases when required to be disclosed by law, regulation or any governmental or competent regulatory authority, the CLIENT may NOT divulge/reveal any confidential information pertaining to or relating to Stotsenberg.

*Confidential information* shall mean any non-public information of a Disclosing Party including but not limited to business plans, products, technical data, specifications, documentation, rules and procedures, contracts, presentations, know-how, product plans, business methods, product functionality, services, data, customers, markets, competitive analysis, databases, formats, methodologies, applications, developments, inventions, processes, payment, delivery and inspection procedures, designs, drawings, algorithms, formulas, or information related to engineering, marketing, or finance.

This confidentiality shall not be affected and shall survive despite this *Agreement's* expiration, termination, or nullification.

**Section 6. Termination** - Stotsenberg may terminate this *Agreement* upon prior notice of thirty (30) days to the Client.

Either party may terminate this *Agreement* with immediate effect due to breach or violation of a material provision herein by the other, provided that, the breaching party fails to rectify such breach within five (5) days from receipt of notice of the said breach.

In case of breach of any of the terms hereof by the Client, all the prescribed obligations due to Stotsenberg shall be provided in FULL by the Client to Stotsenberg, without prejudice to the right of Stotsenberg to seek redress for damages.

**Section 7. Severability** - If any part or provision of this *Agreement* is declared void or invalid, the remaining clauses of this *Agreement* shall remain valid and unimpaired, and this *Agreement* shall be performed as if the avoided clause did not exist.

**Section 8. Governing Law and Venue of Actions** - This *Agreement* shall be governed by and construed in all respects in accordance with the laws of the Philippines and the venue of all court actions arising from any conflict or dispute in the interpretation or enforcement of this *Agreement* shall be the appropriate court of the City of Angeles, Pampanga, to the exclusion of any other court in other cities/territorial jurisdictions.

**Section 9. Non-Waiver** - No failure or delay on the part of either party in exercising any power or right

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hereunder shall operate as a waiver thereof nor shall a party's knowledge of, or acquiescence to, any breach of any terms or conditions of this *Agreement* constitute a waiver of such terms or conditions.

No waiver by any party of a breach of any term or condition of this *Agreement* shall constitute a waiver of any subsequent breach of the same or any other term or condition, nor shall any single or partial exercise of such right or power preclude any other or further exercise thereof or the exercise of any other right or power conferred therein.

**Section 10. Amendment** - No part of this *Agreement* may be altered or modified without the written consent of both parties.

**Section 11. Assignment** - The respective rights and obligations of each of the Parties shall not be assignable without the prior written consent of the other Party.

**Section 12. Binding Effect** - This *Agreement* shall be binding not only between the parties hereto but also upon their respective successors and assigns.

**Section 13. Heading** - Headings to clauses in this *Agreement* are for ease of reference only and shall not prevail or supersede the provisions thereunder in case of conflict between the headings vis-à-vis their corresponding provisions.

**Section 14. No Partnership or Joint-Venture Relationship** - Neither this *Agreement* nor the relationship between the parties thereby created constitutes a partnership or a joint venture.

**Section 15. Integration Clause** - This *Agreement*, along with any exhibit, appendix, addendum, schedule and amendment hereto, encompasses the entire *Agreement* of the parties, and supersedes all previous understandings and *agreements* between them, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that they have not relied on any representation, assertion, guarantee, warranty, collateral *agreement* or other assurance, except those set out in this *Agreement*, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this *Agreement*. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral *agreement* or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this *Agreement*.

