CAMP JOHN HAY

August 24, 2017

Asst. Secretary of Health Maria-Bernardita T. Flores Executive Director IV

National Nutrition Council 2332 Chino Roces Avenue Extension Taguig City Tel. No. 816-4239

## **AGREEMENT- PROFORMA INVOICE**

**NATIONAL NUTRITION COUNCIL,** Hereby agrees to avail of the following amenities/services from CAP-JH Trade & Cultural Center on August 30-31, 2017

Date	Meal Requirements	Venue/Time	Number of	Rate Per	Total
			Pax	Person	Person Total
Day 1	AM Snack	CAP Main Hall A&B	800	280	224,000.00
	Buffet Lunch	CAP Main Hall A&B	800	750	600,000.00
	PM Snack	CAP Main Hall A&B	800	280	224,000.00
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Day 2	AM Snack	CAP Main Hall A&B	800	280	224,000.00
	Buffet Lunch	CAP Main Hall A&B	800	750	600,000.00
	PM Snack	CAP Main Hall A&B	800	280	224,000.00
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\*\*\*Complimentary Use of Function Room

### 1. BILLING ARRANGEMENT

- Total contract price : PHP 2,096,000.00
- > 50% is required on or before August 28, 2017 or 3 working days prior to the event.
- > Remaining Balance will be settled through Send bill Arrangement.
- Client will provide Certificate of Availability Fund (CAF) duly signed by Authorized Signatory.
- All incidentals and other charges not included in the contract will be on personal account and should be settled immediately upon check-out by individual guests based on room numbers.
- For payments in Manila, you can go directly in our office at The Orient Square, Unit 1507, F. Ortigas Jr. Road, Ortigas Center, and Pasig City.
- > Or you may deposit your payment to:

Bank Account Name:	CJH-HOTEL CORP.		
Bank:	SECURITY BANK		
	ABANAO BRANCH,		
Branch:	BAGUIO CITY		
Acct. #:	0421-0175-89-202		

Savings

> Please make check payable to CJH Hotel Corporation.

### 2. CHECK IN/OUT TIME

**2.1 CHECK-IN TIME.** Check-in time shall start at 2:00PM of the schedule. Subject to room availability, requests for early check-in may be entertained. Such requests must be made at least one (1) day before the expected date of arrival and shall entail an additional charge equivalent to the daily group rate approved for this event.

**2.2 CHECK-OUT TIME.** All guests for this event must check-out at 11:00AM of the scheduled. Subject to room availability, request for late check-out may be accommodated at no extra charge, subject to the following conditions:

2.2.1 Late check-outs cannot extend beyond 2:00PM of the "Day of Departure"2.2.2 Only five percent (5%) of the total rooms rented for the event may avail of this accommodation.

Subject to room availability, additional late check-out rooms in excess of the allotted five-percent (5%) may be requested, subject, however, to a charge equivalent to fifty-percent (50%) of the published customary room rate per room type.

### 3. FOOD AND BEVERAGE REQUIREMENTS

- 3.1 **ADDITIONAL ALLOCATION.** Food and beverage preparations shall include an excess of ten-percent from the allocated minimum guaranteed number of guests. Additional guests may avail of the food and beverage accommodations, subject to the following terms:
  - Only additional guests not more than the ten-percent (10%) excess allocation above shall be accommodated; and
  - Such additional guests shall be subject to a charge equivalent to the same package rate per person for this event.
  - In case more than the allotted allowance for the event shows up, the caterer may prepare food different from the chosen menu and charges per person will be based on what is available.

**3.2. MEAL ALLOCATION FOR ADDITIONAL GUESTS.** Additional guests over and above the guaranteed minimum and the ten-percent (10%) excess allocation may be accommodated only upon prior written notice to **The Manor at Camp John Hay** at least seven (7) days before the agreed "Date of Arrival". Individual charges for additional food and beverage under this paragraph shall be charged therefore as follows:

MEAL TYPE Buffet Breakfast Buffet Lunch / Dinner Set Lunch / Dinner AM / PM Snacks

#### **RATE/MEAL/PERSON**

Php 800.00 net Php 800.00 net and above Php 650.00 net and above Php 280.00 net 4. **ADDITIONAL ROOMS.** Subject to room availability, rooms in excess of those included in this booking agreement may be availed of, subject to the following charge(s)/room rates:

### ROOM TYPE

#### **RATE/ROOM/NIGHT**

Superior room (Single/Double Occupancy) Deluxe Room (Single/Double Occupancy) One Bedroom Suite Two Bedroom Suite Extra Person / Bed Charge Php 7,000.00 ++ Php 7,400.00 ++ Php 9,700.00 ++ Php 16,200.00++ Php 1,680.00 ++

- 5. **FUNCTION ROOMS.** A charge equivalent to Php 5,600.00 per hour shall apply to the use of the function rooms under this booking agreement in excess of the hours allotted therefore, payable in accordance with paragraph 1.3.3 hereof.
- 6. FIRE, SECURITY AND SAFETY. NATIONAL NUTRITION COUNCIL and any outside contractor hired by the company shall adhere to the Hotel rules and regulations. The following shall therefore be strictly prohibited within the facilities: (i) obstruction to any of the fire escape or emergency exits; (ii) use of any hazardous materials such a flammable gases, pyrotechnics, fire, chemicals, explosive devices, pointed objects and weapons, and other props and paraphernalia of similar nature that case pose danger or risks to the property and/or persons; and (iii) bringing in of live animals.
- 7. LOSSES. The Manor at Camp John Hay & CAP John Hay Trade and Culture Center shall not be held liable for any damage and loss of property nor for any injury, harm and even loss of life of any individual within the hotel and convention premises prior, during and after any activity related to this booking agreement arising out of negligence of the company and the participants in this event.
- 8. **DAMAGES. NATIONAL NUTRITION COUNCIL** shall be held responsible for any damage made on any of the properties of the hotel and the convention in the conduct of its event and any charge corresponding to the said damage shall be billed directly to the company/event organizer.

### 9. CANCELLATION / DECREASE

**9.1DECREASE.** any decrease in the guaranteed number of rooms or cancellation of entire booking made after **August 25**, shall be subjected to a cancellation charge equivalent to the full amount due on the cancelled room accommodation or meals under this booking agreement.

**9.2 NO SHOW/ CANCELLATION ON DAY OF ARRIVAL.** In case a guest shall fail to arrive or room cancellation shall be made on the scheduled date of arrival, a "**no-show**" or cancellation charge equivalent to the room and meal rates under this booking agreement shall apply. Such failure to arrive and/or cancellation shall also cause the automatic cancellation of the said guest's accommodation for the succeeding day/s, if any, unless a request to reinstate the room for the following day(s) is made at the day of the arrival.

**9.3 CANCELLATION OF ENTIRE BOOKING.** Upon the signing of this Agreement, the cancellation of the Entire Booking Arrangement will no longer be allowed. In case of cancellation, a full cancellation charge on the estimated grand total shall be applied.

10. FORCE MAJEURE. The Manor at Camp John Hay will not be held liable for its failure to execute obligations specified herein directly or indirectly due to force majeure and/or occasioned by, through or in consequence of war, change of statutes of the Philippine Government, trikes, riots and other civil disturbances, typhoon, floods, natural calamities and other acts of God, fire or such other conditions and events beyond the control of the Hotel.

In the event of non-performance due to the above reasons, the Hotel shall refund in full the deposits received for this function.

# 11. MISCELLANEOUS PROVISIONS.

11.1 This Agreement shall be binding on the parties hereto, their assigns and successorsin-interest.

- 11.2 This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede any prior expressions of interest or understanding with respect to this transaction. This Agreement may be amended only by an instrument in writing signed by all parties in this Agreement.
- 11.3 If any term or provision of this Agreement shall be or shall become invalid or unenforceable for any reason, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining terms and provisions hereof.

We would appreciate receiving a copy of the signed contract on or before August 25 in order to facilitate arrangements of your event. Failure to do so may result to the automatic release of the room block and function venue.

Yours sincerely,

Adurillo

MARY ANN MURILLO Sales Manager

Noted by:

Valer

VLADIMIR MARC D. HERRERA Director of Sales & Marketing CONFORME: For or on behalf of: NATIONAL NUTRITION COUNCIL MARIA-BERNARDITA T. FLORES, CESO II Assistant Secretary of Health/Executive Director IV

Signature over Printed Name Date: 26 10-7 2017

CERTIFIED AS TO AVAIL ABILITY "FUNDS PURSUANT TO LOI 968 IN THE ANCIUNT OF 2,096,000-ROA NO. 02-101101-2017-08-1364

Helmer

Unda G. Sinandry