



SERVICE AGREEMENT

Market Segment: Government

Contract ID: DVO201700161

KNOW ALL MEN BY THESE PRESENTS:

This agreement is made and entered into, by and between:

LESSOR : SOUTHERNPOINT PROPERTIES CORP.

ADDRESS : 3rd Floor, SM Lanang Premiere Mall, KM
6 Lanang
Davao City,
Philippines

AUTHORIZED REPRESENTATIVE:

MS. AGNES C. PACIS
VP – SALES & MARKETING

TELEPHONE NO. : (63 82) 285 1045

EMAIL ADDRESS : agnes.pacis@smxcc.com.ph

hereinafter referred to as "LESSOR";

-and-

LESSEE : NATIONAL NUTRITION COUNCIL

ADDRESS : NCP Bldg., Pasong Tamo Extn. Western Bicutan Taguig,
Metro Manila, 1630

AUTHORIZED REPRESENTATIVE/S:

MARIA-BERNARDITA T. FLORES, CESO II
ASSISTANT SECRETARY OF HEALTH AND EXECUTIVE DIRECTOR IV

TELEPHONE NO. : (+6302) 843 0142; 8164239 MOBILE NO. : 09354717849

EMAIL ADDRESS : nied@nnc.gov.ph

hereinafter referred to as "LESSEE";

WITNESSETH:

WHEREAS, the LESSOR is the owner and operator of a fully air - conditioned Exhibition and Convention Center known as "SMX Convention Center" located at 3rd Floor, SM Lanang Premiere Mall, KM 6 Lanang, Davao City;

WHEREAS, the LESSEE offered to rent a space at the SMX Convention Center identified as Meeting Room 2-3 and Function Room 2 consisting of 1,763 sqm more or less hereinafter referred to as "Leased Premises" for the following event or exhibition as described hereunder and the LESSOR accepted this offer:

EVENT TITLE	: 4th National Conference Barangay Nutrition Scholar (Mindanao Sub-Conference) in Davao City
DATE/S COVERED	: 08/09/2017 - 08/10/2017
EVENT CONCEPT & DESCRIPTION	: National Conference

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereby stipulate and fully agree on the following terms and conditions and to the terms and conditions herewith attached :

I. VENUE REQUIREMENT

DATE	TIME	VENUE	NO. OF PERSONS	SET-UP	PACKAGE RATE
08/09/17 - 08/09/17	6:00AM - 8:00AM	Function Room 2 Ingress			(38,977.76) WAIVED
08/09/17 - 08/09/17	7:00AM - 5:00PM	Function Room 2 Event Proper	800	Banquet	784,000.00 (980/person)
08/10/17 - 08/10/17	7:00AM - 5:00PM	Function Room 2 Event Proper	800	Banquet	784,000.00 (980/person)
08/10/17 - 08/10/17	5:00PM - 7:00PM	Function Room 2 Egress			(19,488.88) WAIVED

DATE	TIME	VENUE	NO. OF PERSONS	SET-UP	ROOM RENTAL
08/09/17 - 08/09/17	6:00AM - 8:00AM	Meeting Room 2-3 Ingress			(1,288.88) WAIVED
08/09/17 - 08/10/17	7:00AM - 5:00PM	Meeting Rooms 2-3 Event Proper	30 - 40	Theater / Classroom	(23,200.00) WAIVED
08/10/17 - 08/10/17	5:00PM - 7:00PM	Meeting Rooms 2-3 Egress			(1,288.88) WAIVED

Below are corresponding charges for your venue requirements:

Package Rate	P 1,568,000.00
Security Deposit	25,000.00
Total Package Charge	P 1,593,000.00

Function rooms and meeting rooms are assigned according to the expected attendance and set up. LESSOR reserves the option to assign alternative venue space suitable for the requirements of the LESSEE should the expected attendance change, subject to availability. The rental charges are subject to the Value Added Tax and Documentary Stamp Tax which are for the account of the LESSEE.

MARIA BERNARDITA T. FLORES, CESO II
Assistant Secretary of Health/Executive Director IV

CERTIFIED AS TO AVAILABILITY
OF FUNDS PURSUANT TO LRI 962
IN THE AMOUNT OF P 1,593,000.00
ROA NO. 02-101101-2017-08-1233

Function Room Package is inclusive of the following amenities:

1.) Use of fully carpeted function room and meeting room with WIFI Access for maximum of 30 users	6.) Banquet tables and chairs
2.) Speaker's Podium and Lectern	7.) LED text display for Event Title announcement
3.) Built - in sound system with microphones	8.) Overhead lighting - pin lights and LED lights
4.) Centralized air conditioning during the event proper	9.) Other fixed assets depending on availability: poster chrome standees, stanchions, dividers and platform stage
5.) Kitchen for Function Room with F&B Service	

Meeting Room Package is inclusive of the following amenities:

1.) Use of fully carpeted function/meeting room	5.) Banquet tables and chairs
2.) Speaker's Podium and Lectern	6.) Overhead lighting
3.) Portable sound system with microphones	7.) Centralized air conditioning during the event proper
4.) Other fixed assets depending on availability: Poster chrome standees, stanchions, dividers, platform stage	8.) Plasma/LCD Monitor for Event Title announcement

II. FOOD AND BEVERAGE REQUIREMENTS

OFFICIAL CATERER : TO BE ADVISED

PACKAGE RATE OF P 980 / PERSON / DAY INCLUDES THE FOLLOWING CATERING SERVICES FOR 800 PERSONS FROM AUG 9 – 10, 2017:

PLATED AM SNACKS
 BUFFET LUNCH
 PLATED PM SNACKS
~~ONE ROUND OF SOFT DRINK OR BEVERAGE SERVICE PER MEAL~~
 FLOWING COFFEE AND TEA SET UP
 SERVICE WATER

MARIA-BERNARDITA T. FLORES, CESO II
 Assistant Secretary of Health/Executive Director IV

III. BILLING AND PAYMENT

o A non – refundable deposit amounting P 796,500.00 (50%) is required upon signing of this service agreement on or before August 7, 2017.
Full payment of P 796,500.00 (50%) will due (7) days after receipt of the statement of account (SEND BILL ARRANGEMENT).

o Balance, if any, to be settled not later than one (1) week upon receipt of the Statement of Account.

o All late payments shall be subject to penalty charge at the rate of three percent (3%) per month or fraction thereof, or equivalent to the maximum prevailing interest rate set by law, whichever is higher.

o Below are payment options for Lessee:

1. Direct cash or check payment thru bills payment facility of Banco de Oro (BDO) or Chinabank Corporation (CBC) using details below :

Institution Code : 0325
Product Code : 165
Subscriber's Account No 03325 165 500005247
Subscriber's Name : NATIONAL NUTRITION COUNCIL

2. Payment thru BDO or CBC Internet Banking using details per Item 1.

3. Over the counter cash or check payment or using accredited credit card transacted directly to SMX Convention Center Treasury office.

o Submission of BIR Form No. 2303 (Certificate of Registration) prior to contract signing.

o 3 original signed copies of Certificate of Expanded Withholding Tax BIR form 2307 to be submitted together with the full payment. If this is not submitted at the latest one week after the event, the Expanded Withholding Tax due will automatically be deducted from the Security Deposit.

It is an essential condition of the agreement that notwithstanding the signing of this agreement and payment of the non-refundable deposit, the LESSOR reserves the right to cancel this agreement with the LESSEE if payment schedule in Section III above is not complied with on due dates and LESSOR does not receive full payment of the Total Rental Charges as stated in Section I.

IV. SECURITY DEPOSIT

The Security Deposit is a protection against possible damages by the LESSEE, its contractors, employees and guests to the convention center facilities. The deposit is refundable after event and upon full settlement of the charges payable by the LESSEE to the LESSOR under this agreement.

V. OTHER CHARGES

All outstanding miscellaneous bills (e.g. electrical consumption and other utilities, manpower charges, equipment rentals, overtime, & other amount or sums due to LESSOR) are to be settled immediately after the event. The LESSEE agrees to authorize signatories in Annex B attached to this agreement to sign on their behalf for miscellaneous bills referred to above not in the original contract, if applicable.

Receipt of LESSEE thru NATIONAL NUTRITION COUNCIL of the security deposit as evidenced by an official receipt, after turnover of premises by LESSEE to the LESSOR less cost of repair or replacement of damaged areas or equipment of the LESSOR and the unpaid miscellaneous bill, shall be construed as complete and full satisfaction of whatever monetary claim and other claims the LESSEE may have against the LESSOR and shall release and discharge the latter from any and all such claims, action, causes of action and suits arising out of this agreement. Check payment of the security deposit shall be in the name of NATIONAL NUTRITION COUNCIL.

VI. EVENT SERVICES

LESSOR has a professional Event Services Team. From the time LESSOR receives the signed agreement, a designated Events Services Manager will work with LESSEE from the initial planning stage to the actual production of the event.

LESSOR shall endorse LESSEE to BDO for card acceptance facility, if required for the Event. This facility shall enable the LESSEE's participants and/or customers to pay in card, i.e. Visa, Mastercard, JCB, American Express, China UnionPay and/or ATM/Debit. This facility must be exclusively arranged and coordinated with BDO's Acquiring Unit.

VII. MISCELLANEOUS TERMS & CONDITIONS

Other Terms & Conditions of this agreement are embodied as Annex A hereto attached and made part hereof.

HAVING FULLY READ, AND IN FULL UNDERSTANDING OF, AND IN AGREEMENT TO ALL COVENANTS, TERMS & CONDITIONS OF THIS AGREEMENT AND THE TERMS AND CONDITIONS HERETO ATTACHED AS ANNEX A and B, WE HEREBY AFFIX OUR SIGNATURE ON _____ AT _____, PHILIPPINES.

(LESSOR)

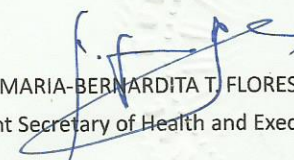
(LESSEE)

SOUTHERNPOINT PROPERTIES CORP.**NATIONAL NUTRITION COUNCIL**

TIN #: 261-896-179-000

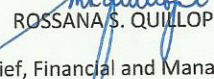
TIN #: 000-849-025-000


MS. AGNES C. PACIS
VP – SALES & MARKETING


MARIA-BERNARDITA T. FLORES, CESO II
Assistant Secretary of Health and Executive Director IV

SIGNED IN THE PRESENCE OF


LEAH E. PUYOD
Sales Manager


ROSSANA S. QUILLOPE
Chief, Financial and Management Division

ACKNOWLEDGEMENT

(REPUBLIC OF THE PHILIPPINES)

CITY OF MANILA)S.S.
BEFORE ME, a Notary Public, for and in _____, _____, on this _____ day of 07 AUG 2017, personally appeared the following:

NAME

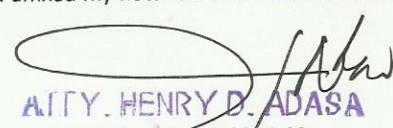
CEI

DATE / PLACE ISSUED

Known to me and to me known to be the same persons who executed the foregoing instruments consisting of _____ () pages including the page on which this acknowledgement is written and the Annex(es) A & B, signed by the parties and their instrumental witnesses on the upper left margin of each page, and they acknowledged to me that the same is the free and voluntary act and the voluntary act and deed of the corporation/s which they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first above written

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Book No. 11
Series of 2017


ATTY. HENRY D. ADASA
NOTARY PUBLIC
909 PEDRO GIL ST. ERMITA MANILA
COMM. NO. 2016-162
UNTIL DEC. 31, 2017
PTR NO. 5995352/01/03/2017
IBP NO. 104711/01/03/2017 Z.N. CHAPTER
MCLE COMPLIANCE NO. IV 0025953
ROLL NO. 29679
FIN. NO. 178, 522, 600

TERMS AND CONDITIONS OF CONTRACT (ANNEX A)**LEASED PREMISES**

LESSOR hereby leases to LESSEE and LESSEE hereby leased from LESSOR an approximate area in sqm. within the Exhibit Halls, Function/meeting rooms stated in Section I of the Rental agreement which space shall be referred to as the "Leased Premises";

This lease does not extend to the outside portion of the building and the painting, putting, or affixing of business notices, signs or other advertising media shall not be construed as an extension of this lease to the outside portion of the building.

PURPOSE

The LESSEE agrees, represents and warrants to use and occupy the leased Premises during the term hereof only for the purpose and under the event/exhibition/convention title and concept specified in the Rental agreement and for no other purpose whatsoever without the written consent of LESSOR. In case of breach, the LESSEE agrees that the LESSOR shall have the right to compel the LESSEE to stop the new activities or to rescind the lease;

The LESSEE and LESSOR have agreed and understood that the LESSOR was induced to enter into this lease because of the material representation of the LESSEE as to the financial capacity, business reputation, honesty, and personal integrity of the LESSEE's present principal owners, stockholders, managers or proprietors. As such, it is agreed by the parties that any change, sale or transfer of the owners, stockholders, proprietors or the ownership holdings of the LESSEE's business entity shall give the LESSOR the option/right to cancel/rescind this agreement upon written notice to the LESSEE.

DURATION AND HOURS

The lease period contracted for this event shall be limited to the dates and time for each day of use from Ingress to Egress as agreed upon and stipulated in the Rental Agreement;

LESSOR reserves the right to extend or limit the event's open hours. Should LESSEE desire to change open hours, the LESSEE shall secure LESSOR's approval in writing of such changes at least 24 hours prior to its effectivity;

Ingress/Move-in and Egress/Move-out shall be accomplished within the dates and hours stipulated. Overtime work beyond the agreed schedule shall be subject to LESSOR's approval and subject to the Overtime rental charges stipulated in this agreement.

LEASE PAYMENT

All payments for rental shall be made to SOUTHERNPOINT PROPERTIES CORP. at the SMX Convention Center Administration office or thru direct payment to LESSOR'S bank account;

In case the LESSEE fails to comply with the payment schedule stipulated in Section III, this Rental Agreement shall be deemed cancelled without need for any verbal or written notice from LESSOR;

Without prejudice to the right of the LESSOR to terminate/rescind the Agreement under Section 4b above, all late payments shall be subject to penalty charge at the rate of THREE PERCENT (3%) per month or fraction thereof, or equivalent to the maximum prevailing interest rate set by law, whichever is higher;

Egress cleaning, telephone line, security guard, cashiers and janitorial costs based on prevailing rate of manpower agency and Telecommunications company shall be for the account of the LESSEE;

Overtime charges from ingress to last day of event proper shall be settled before the start of egress. LESSOR shall have the authority to hold or stop egress until full settlement of the rental and ancillary charges and the LESSEE shall hold the LESSOR, its directors, officers, employees or agents free from liability by reason thereof.

EXHIBIT GOODS

All items that are exhibited, stored or sold within the SMX Convention Center premises shall be limited to those that are directly pertinent to the theme, concept and objective of the event or exhibition subject to Section 8 hereof. Entry and display of the following is prohibited unless expressly allowed in writing by LESSOR and appropriate government agencies:

- Firearms, guns, swords, ammunitions, explosives, inflammables, radioactive materials, prohibited or regulated drugs, and such other goods of dangerous nature;
2. Obscene materials and goods disallowed by government laws;
3. Goods which LESSOR's management consider to be beyond the capacity of the building and its facilities or a hindrance to the smooth operation of SMX Convention Center and other LESSEES, Tenants and occupants thereon.

No flammable or explosive materials shall be allowed for display or use in any part of the Meeting Rooms and Function Rooms & Meeting Rooms and/or SMX Convention Center premises;

The LESSOR reserves the right to regulate the volume of music and sound system of an event and its exhibitors if and when it interferes with other on-going presentation and exhibition.

The sale of souvenir, promotional and commercial items not related to the event concept and approved product line shall require prior written authorization from the LESSOR and maybe subject to standard accounting and sales