

CONTRACT OF SPECIAL EVENTS MANAGEMENT

KNOW ALL MEN BY THESE PRESENTS:

METROPOLITAN WATERWORKS AND SEWERAGE SYSTEM, a national agency with main office address at MWSS Compound, Katipunan Ave, Marandang Balara, Quezon City, herein represented by its administrator **MR. REYNALDO V. VELASCO**, and hereinafter referred to as the **FIRST PARTY**

- and -

88 VILLE COMMUNICATIONS COMPANY LTD., a corporation duly organized and existing under Philippine laws with business address at Unit 301, A.N.Y. Bldg., #38 Tunog Ave., Brgy. Laging Handa Quezon City, herein duly represented by its Managing Director, **MICHAEL ALLAN S. OANLAS** and hereinafter referred to as the **SECOND PARTY**.

WITNESSETH:

WHEREAS, the **FIRST PARTY** desires to engage the services of a professional events company that specializes in the management of special events for its 140th Founding Anniversary, at the MWSS Gymnasium, on 14 February 2018, from 12:00 p.m. to 5:00 p.m. (hereinafter, "Special Event"), subject to terms and conditions hereinafter set forth; inclusive of the following services: a) event management/live stage production; b) physical arrangements, consisting of stage design and construction; c) talent management; d) provision of professional video, lights and sound system; e.) live video coverage; D and drafting and editing of the continuity script.

WHEREAS, the **SECOND PARTY** is a professional events company and is ready, willing and able to provide the required services as herein mentioned;

NOW THEREFORE, for and in consideration of the foregoing premises, the **FIRST PARTY** hereby engages the services of the **SECOND PARTY**, and the **SECOND PARTY** hereby agrees, subject to the following terms and conditions:

1. **CONTRACT PRICE AND MANNER OF PAYMENT**

The contract price of the engagement shall be P 252,000.00, inclusive of VAT. This shall be paid by the **FIRST PARTY** to the **SECOND PARTY** after the event.

2. **SCOPE OF WORK**

In accordance with the Production Schedule and as specified in the signed Cost Estimate, the **SECOND PARTY** shall render event management services, inclusive of the following:

2.1 **RENTAL AND STAGING SERVICES** – consisting of:

- 2.2.1. Visual Fillers:
- 2.2.2. Staging Management and
- 2.2.3. Staging Elements

2.3. VIDEO COVERAGE RECORDING - raw files in DVD output.

2.2 TALENT MANAGEMENT -- Host (1), Ushers (4), Dancers (2), Trio (1 Vocalist, 2 instrumentalist)

3. OBLIGATIONS OF THE FIRST PARTY

Aside from the payment of the contract price to the **SECOND PARTY**, the **FIRST PARTY** shall provide the venue for the Special Event for the actual event only.

4. MISCELLANEOUS PROVISIONS

4.1 The MWSS gym shall be made available by MWSS at 12:01 a.m. of 14 February 2018 for set up by the **SECOND PARTY**, which set-up shall be completed not later than 1:00 p.m. of 14 February 2018.

4.2 The rehearsals and/or sound check schedules of the talents shall be mutually agreed upon by and between **FIRST PARTY** and **SECOND PARTY**.

5. PENALTIES FOR BREACH OF CONTRACT

5.1 In case of failure on the part of the **SECOND PARTY** to comply with its obligations materially affecting the outcome of the event for causes not attributable to the fault or negligence of the **FIRST PARTY** except for force majeure, the **SECOND PARTY** shall refund an amount commensurate to the said failure, as mutually agreed between both parties.

5.1.1. In the event of sickness or accident to any of the Talents the **SECOND PARTY** shall either provide the **FIRST PARTY** with a replacement artist/s who is/are acceptable to the **FIRST PARTY** or refund to the **FIRST PARTY** such amount which should have been paid to the artist/s as professional fee.

5.1.2. In case of a "no show" of the above-mentioned Talents for whatever reason other than sickness or accident, the **SECOND PARTY** shall be obligated to return to the **FIRST PARTY** such amount which should have been paid to said artist/s as professional fee plus fifty percent (50%) thereof as liquidated damages.

5.1.3. In case the Special Event is postponed by the **FIRST PARTY** for causes classified as force majeure, fortuitous events, "acts of God", acts of war, civil disturbance, or any cause beyond the control of both parties, the **FIRST PARTY** shall reschedule the Special Event within thirty (30) days from the original date, which date shall be subject to mutual agreement, under the same terms and conditions as stated in this contract. Should the

Special Event be impossible to reschedule within thirty (30) days, the **FIRST PARTY** and **SECOND PARTY** shall conduct a mutual reconciliation and restitution of each other's account as may be mutually agreed between the parties.

5.2 In case the Special Event is cancelled by the **FIRST PARTY** for whatever reason other than those stated in Paragraph 5.1, the **FIRST PARTY** shall be liable for the full contract price of **P252,000.00** inclusive of VAT; net of withholding tax less whatever payments have been made, by way of damages.

6. **VENUE**

Any dispute that may arise from this contract will be brought before the regular courts of Quezon City to the exclusion of other courts.

Signed this ____ day of ____ 2016 in _____, Philippines.

METROPOLITAN WATERWORKS AND SEWERAGE SYSTEM.
(First Party)

88 VILLE COMMUNICATIONS COMPANY LTD.
(Second Party)

By:


MR. REYNALDO V. VELASCO
Administrator
Metropolitan Waterworks and Sewerage System

By:


MICHAEL ALLAN S. CANLAS
Managing Director
88 Ville Communications Company Ltd.

Signed in the presence of:

 

REPUBLIC OF THE PHILIPPINES)
) S.S.

ACKNOWLEDGEMENT

KNOW ALL MEN BY THESE PRESENTS:

Before me, this ___ day of FEB 14 2018, 2018, at QC,
Philippines, personally appeared the following:

| Name | Gov't Issued ID (Driver's License/Passport, etc.) | Date/Place of Issue |
|-------------------------|---|-------------------------------|
| Reynaldo V. Velasco | | |
| Michael Allan S. Canlas | Passport No.: XXXXXXXXXX | Feb 25, 2014/DFA, NCR West |

known to me to be the same persons who executed the foregoing Contract of Special Events Management, and they acknowledged to me that the same is their free act and deed, and that of the entities they represent.

This instrument, consisting of four (4) pages, including the page on which this acknowledgment is written, has been signed by the parties hereto and their witnesses, sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand this FEB 14 2018 day of _____ 2018, _____, Philippines.

Doc. No. 186
Page No. 38
Book No. 7
Series of 2018

ATTY. JOYENCIO P. FULGUERAS
NOTARY PUBLIC
EXPIRES DEC. 31, 2019
ROLL OF ATTORNEY NO. 30906
IBP NO. 016526/10.26.2017/PASIB
PTR NO. 3982687-C/1-16-2017/Q.C.
Page 4 of 4
FILE COMPLIANCE NO. V-0006760
ADD: MWSS CLUB, KATIPUNAN RD. BALARA D.C.