

18 November 2022

**MS. ROSE ANN S. ESPIRITU**  
 Director  
**SECURITIES AND EXCHANGE COMMISSION**  
 7907 Makati Avenue, Salcedo Village  
 Barangay Bel-Air, Makati City 1209

**RE: CONTRACT – SECURITIES AND EXCHANGE COMMISSION | DECEMBER 5-7, 2022 (MONDAY-WEDNESDAY)**

Thank you for confirming this event to Abagatan ti Manila. Please find below all the arrangements we have discussed and finalized:

**ROOM REQUIREMENT**

For guaranteed number of **Twenty-Three (23) rooms with Forty-Seven (47) guests**, we are pleased extend you the below special rates:

DECEMBER 5-7, 2022 (MONDAY-WEDNESDAY)   2 NIGHTS					
Room Category	Occupancy	Number of Rooms	Number of Nights	Number of Pax	Room Rate
Executive Suite	Single	2	2	2	Php 12,100.00 net per room per night
Premiere Suite	Single	2	2	2	Php 9,000.00 net per room per night
Junior Suite	Single	2	2	2	Php 11,000.00 net per room per night
Standard Room	Twin	2	2	4	Php 4,100.00 net per room per night
Superior Room	Twin	7	2	14	Php 4,500.00 net per room per night
Deluxe Room	Twin	5	2	10	Php 4,900.00 net per room per night
Deluxe Room	Triple	2	2	6	Php 6,400.00 net per room per night
Driver's Quarter	Septuple	1	2	7	Php 1,000.00 net per head per night
<b>GRAND TOTAL</b>		<b>23</b>	<b>16</b>	<b>47</b>	

**Inclusions:**

- Plated/Buffer breakfast for registered guests
- Complimentary in-room internet and Wi-Fi access
- Complimentary use of the gym, indoor sports area, swimming pool and fishing at the lagoon
- Complimentary in-room coffee & tea making facility and mini refrigerator
- Complimentary daily replenishment of bottled water

The Room Rates quoted above are:

- Inclusive of applicable government taxes (VAT and Local Government Tax) and Service Charge
- Room Rates are non-commissionable

**ROOM ACCOMMODATION TERMS AND CONDITIONS**

- Above room rate is valid for this event/stay only.
- Rooming list and booking process will be coursed through the client and will be directed to the hotel in charge.
- This contract is exclusive to your organization and the arrangements contained here are not intended for dissemination to a third party.
- No-Show Policy: No shows shall be charged the full amount equivalent to the whole duration of reservation and/or forfeiture of all payments made.

**VENUE REQUIREMENTS:**

Function Date	Time	Function Room	Function Room Set-Up	Number of Pax
<b>DECEMBER 5, 2022 (MONDAY)</b>	8:00AM – 5:00PM	Amianan A&B	5 Round tables	40
<b>DECEMBER 6, 2022 (TUESDAY)</b>	8:00AM – 5:00PM	Abagatan Hall	5 Round tables	40
<b>DECEMBER 7, 2022 (WEDNESDAY)</b>	8:00AM – 5:00AM	Abagatan Hall	5 Round tables	40

**Note: Additional hour based on the above schedule, The HOTEL will charge Php 1,000.00 net/hour.**

- Use of a function space at the above mentioned contracted time
- Complimentary Wi-Fi at the assigned function room

**MEAL SCHEDULE:**

Date	Meal	Serving Time	Venue	Number of Pax
DECEMBER 5, 2022 (MONDAY)	AM Snacks w/ 1 round of drink	9:30am – 10:00am	Amianan A & B	47
	<b>Menu 2</b> Managed Buffet Lunch w/ 1 round of drink	11:30am – 12:30pm	Café Marco	47
	PM Snacks w/ 1 round of drink	2:30pm – 3:30pm	Amianan A & B	47
	<b>Menu 1</b> Managed Buffet Dinner w/ 1 round of drink	7:00pm – 8:00pm	Café Marco	47
DECEMBER 6, 2022 (TUESDAY)	<i>Complimentary Breakfast</i>	6:00am – 10:00am	Abagatan Hall	47
	AM Snacks w/ 1 round of drink	9:30am – 10:00am	Abagatan Hall	47
	<b>Menu 4</b> Managed Buffet Lunch w/ 1 round of drink	11:30am – 12:30pm	Abagatan Hall	47
	PM Snacks w/ 1 round of drink	2:30pm – 3:30pm	Abagatan Hall	47
	<b>Dinner</b>	n/a	n/a	n/a
DECEMBER 7, 2022 (WEDNESDAY)	<i>Complimentary Breakfast</i>	6:00am – 10:00am	Abagatan Hall	47
	AM Snacks	9:30am – 10:00am	Abagatan Hall	47
	<b>Menu 5</b> Managed Buffet Lunch w/ 1 round of drink	11:30am – 12:30pm	Abagatan Hall	47
	PM Snacks w/ 1 round of drink	2:30pm – 3:00pm	Abagatan Hall	47

**SERVICE CHARGE, GOVERNMENT TAX**

All rates are inclusive of the following applicable taxes:

- Room Accommodation: Service charge, VAT and Local tax
- Food and Beverage: Service charge, VAT and Local tax

**MISCELLANEOUS CHARGES**

The following equipment is available upon request:

Videoke	Php 5,000.00 net (3 hours use, in excess Php 1,000.00 net per hour)
LCD Projector	Php 3,000.00 net (9 hours use, in excess Php 600.00 net per hour)
Lapel microphones	Php 800.00 net / equipment / day
TV Monitor	Php 1,000.00 net / equipment / day
Wired Microphones	Php 300.00 net (in excess of 2 complimentary units)
Electrical fee for other equipment	Php 200.00 / equipment / day (in excess of 5 units)

**REVISION / AMENDMENT**

- Additional accommodation and meals required by The Client may be allowed by the HOTEL provided that written notification shall be advised at least ten (10) days prior to the event date and is subject to availability
- Reduction on the guaranteed number of banquet covers on the food and beverage arrangements will be charged based on the HOTEL's cancellation policy. Cut-off to make any reduction on banquet covers and function room blocking is fifteen (15) days prior to event date.
- Reduction on the guaranteed number of rooms and room nights will be charged based on the HOTEL's cancellation policy.

**MINIMUM GUARANTEED ATTENDANCE**

The final guaranteed number cannot be less than the agreed guaranteed number or contracted minimum revenue. Charges will be made according to the guaranteed number or actual attendance whichever is greater.

**EXTRA COVERS**

Ten (10%) percent extra covers from the minimum guaranteed number of participants shall be accommodated by the Hotel during functions, in which extra charge shall be based on the agreed upon meal rates. However, additional meal requirement will be subject to availability and strictly be up to the chef's discretion. In addition, the HOTEL will impose a surcharge of 10% per person per meal in excess of the allocated extra covers.

**FOOD AND BEVERAGE**

The Hotel shall not allow leftover food to be packed or to be brought inside the room. Bringing in of food and drinks from outside shall not be allowed inside the hotel, except as provided below.

**CORKAGE FEE**

The following fee shall be charged:

1. Wine/Liquor/Hard Drinks	-	PHP 1.00 per ml
2. Beer	-	Php 60.00 net per bottle/can
3. Lechon Baboy	-	Php 5,000.00 net per lechon

Created on NOVEMBER 18, 2022

SECURITIES AND EXCHANGE COMMISSION | DECEMBER 5-7, 2022

**FUNCTION SPACE ASSIGNMENT**

Function Rooms are assigned according to the expected attendance and set up. The Hotel reserves the right to assign alternative meeting space suitable for the events' requirements should the expected attendance change, subject to availability and prior agreement from the Client.

**CANCELLATION AND POSTPONEMENT**

Please refer to the corresponding charges that will apply in favor of the Hotel for any function room cancellation or postponement made after contract signing:

Written Notification Made By Client	Postponement or Cancellation Charge
15 Days or less prior to event date	Charge 100% of the total room and banquet charges

**COMPUTATION OF CHARGES****I. Room Charges****5-7 DECEMBER 2022 (MONDAY-WEDNESDAY) | 2 NIGHTS**

Executive Suite - Single	Php 12,100.00	net	x	2	suites	x	2	nights	=	Php 48,400.00	
Premiere Suite - Single	Php 9,000.00	net	x	2	suites	x	2	nights	=	Php 36,000.00	
Junior Suite - Single	Php 11,000.00	net	x	2	suites	x	2	nights	=	Php 44,000.00	
Standard Room - Twin	Php 4,100.00	net	x	2	rooms	x	2	nights	=	Php 16,400.00	
Superior Room - Twin	Php 4,500.00	net	x	7	rooms	x	2	nights	=	Php 63,000.00	
Deluxe Room - Twin	Php 4,900.00	net	x	5	rooms	x	2	nights	=	Php 49,000.00	
Deluxe Room - Triple	Php 6,400.00	net	x	2	rooms	x	2	nights	=	Php 25,600.00	
Drivers Quarter - Hextuple	Php 1,000.00	net	x	7	pax	x	2	nights	=	Php 14,000.00	
<b>Total Room Charges</b>										<b>=</b>	<b>Php 296,400.00</b>

**II. Banquet Charges****5 DECEMBER 2022 (MONDAY)**

AM Snacks	Php 300.00	net	x	47	pax	x	1	meal	=	Php 14,100.00
Managed Buffer Lunch	Php 850.00	net	x	47	pax	x	1	meal	=	Php 39,950.00
PM Snacks	Php 300.00	net	x	47	pax	x	1	meal	=	Php 14,100.00
Managed Buffer Dinner	Php 850.00	net	x	47	pax	x	1	meal	=	Php 39,950.00

**6 DECEMBER 2022 (TUESDAY)**

Common Breakfast	<i>Complimentary as part of the room rate – 47pax</i>									=	Php 0.00
AM Snacks	Php 300.00	net	x	47	pax	x	1	meal	=	Php 14,100.00	
Managed Buffer Lunch	Php 850.00	net	x	47	pax	x	1	meal	=	Php 39,950.00	
PM Snacks	Php 300.00	net	x	47	pax	x	1	meal	=	Php 14,100.00	

**7 DECEMBER 2022 (WEDNESDAY)**

Common Breakfast	<i>Complimentary as part of the room rate – 47pax</i>									=	Php 0.00
AM Snacks	Php 300.00	net	x	47	pax	x	1	meal	=	Php 14,100.00	
Managed Buffer Lunch	Php 850.00	net	x	47	pax	x	1	meal	=	Php 39,950.00	
PM Snacks	Php 300.00	net	x	47	pax	x	1	meal	=	Php 14,100.00	
<b>Total Banquet Charges</b>										<b>=</b>	<b>Php 244,400.00</b>

**III. Other Charges****5-7 DECEMBER 2022 (MONDAY-WEDNESDAY) | 3 DAYS**

Function Room Rental	Php 15,000.00	net	for	8	hours	x	3	days	=	Php 45,000.00	
LCD Projector and Screen	Php 3,000.00	net	for	8	hours	x	3	days	=	Php 9,000.00	
<b>Total Other Charges</b>										<b>=</b>	<b>Php 54,000.00</b>
<b>TOTAL AMOUNT PAYABLE TO THE HOTEL</b>										<b>=</b>	<b>Php 594,800.00</b>

**BILLING AND PAYMENT ARRANGEMENT**

The total amount payable to the hotel is FIVE HUNDRED NINETY-FOUR THOUSAND AND EIGHT HUNDRED PESOS (Php 594,800.00) only for the room, banquet and other charges. Full payment amounting to Php 594,800.00 should be settled in 30-Day send bill arrangement. All other authorized incidental charges should be settled in full upon departure on December 7, 2022.

Acct. Name:	Abagatan Hotels Inc.
Bank Name:	Banco De Oro / Crossing Mendez Branch
Bank Acct. No:	007520145694
Company TIN No:	009-116-070-000

NOTE: Deposits made are non-refundable, non-transferrable and will be applied to the Master Account. Payments may be in the form of cash or company check. Accounts should be made payable to **Abagatan Hotels Inc.** Please advise your remitting bank to include a message to notify the hotel immediately upon receipt of the remittances.

The Client shall make the following payment to the Hotel according to the schedule set below:

All Event charges are payable upon receipt of statement from the Hotel unless a Credit Account with sufficient credit limit is pre-approved by and set up with the Hotel.

The Client will accept responsibility for [guest room, tax, food and beverage functions] and all authorized service charges for all of its attendees. All other charges will be the responsibility of the attendee.

#### **NON-COMPLIANCE**

The Hotel reserves the right to release all reservations and arrangements made by The Client for the event without prior notice if the Hotel does not receive the full deposit and all such other documents from The Client by the deadline date stipulated by the Hotel. Reinstatement of reservations and arrangements may only be made upon receipt of payment and are subject to availability of guest rooms and/or function spaces. Any increases in price or incurred Hotel costs are for the account of the client.

#### **AUTHORIZED SIGNATORY**

Only authorized signatories are allowed to make additional reservations during the event. We respectfully regret that verbal revisions shall not be honored.

The authorized contract signatory of this event is **MS. ROSE ANN S. ESPIRITU, Director | SECURITIES AND EXCHANGE COMMISSION**

#### **HOTEL LIABILITY**

The Hotel shall in no event be under any liability for any loss or damage (including direct and indirect or consequential losses, loss of contracts, loss of profits economic or financial losses or anticipated savings) howsoever arising which may be suffered by The Client and its guests/attendees except if the same is due to the fault, negligence, or omission of the Hotel.

#### **DAMAGE**

A written agreement between client on terms and conditions that have been approved by the Hotel must be signed prior the commencing of any work to be carried out within the Hotel's premises. The Hotel reserves the right to refuse entry to any contractors/workmen/decorators engaged by The Client, should the Hotel not receive a duly executed copy of such Hotel approved agreement from The Client at least three (3) days prior to commencement of the works to be carried out. The Client shall be liable for any damage to Hotel or Hotel guest property directly or indirectly caused by The Client and/or by its contractors/workmen/decorators and for any and all losses, damages, claims, demands, costs and expenses arising there from, without prejudice to the right of The Client to seek reimbursement from the erring guest/attendees.

#### **ADVERTISING**

The Client shall not use the name, trademark, logo or other intellectual property proprietary to Abagatan ti Manila or any of their subsidiaries, affiliates or associated companies in any manner whatsoever without the prior written approval of the Hotel.

#### **SECURITY**

The Hotel will provide normal security to ensure orderly running of the event. The Client may, at its own cost, arrange additional security to ensure safety of the items displayed/exhibited. The safekeeping of the items to be placed for display/exhibition at all times including prior to and after the event will be the responsibility of The Client. Should armed security guards be engaged/deployed, The Client has to obtain appropriate license from the local authority at its own cost. Should the above arrangement be required the Hotel must be informed in advance for necessary co-ordination and assistance.

#### **INSURANCE**

During the event, valuables should not be left unattended. The Client and/or guests shall be solely responsible for all event materials, equipment and guests' personal belongings, such as, but not limited to, wardrobe, gifts, prizes, giveaways, exhibits, props, displays, and other such items. Special security arrangements shall be for The Client's and subject to a separate contract. The Client will be obliged to have independent insurance coverage in respect of any equipment/ display items/valuables, etc. brought in by The Client to the venue of the event and the Hotel shall not in any circumstances, be liable for any loss or damage suffered by The Client in respect of such equipment / display items / valuables during the course of the event (including the transportation of the same to and from the venue) except if the same are lost or damaged due to the fault, negligence, or omission of the Hotel and its personnel.

#### **FIRE AND SAFETY REGULATIONS**

In order to ensure the safety of guests, the Hotel requires The Client and any/all its contractors/ workmen/ decorators/ suppliers/ exhibitors/ etc. engaged or hired by The Client to adhere to all Hotel policies, rules & regulations, including but not limited to those governing Hotel fire and safety issues.

The Client and the Hotel shall be responsible for ensuring that all fire escapes inside of the venue allocated to The Client are not obstructed by seating arrangements, stages, equipment and other set up for the Event.

#### **FORCE MAJEURE**

The performance of this Agreement by either party is subject to acts of God, war, government regulations, disaster, fire, strikes, civil disorder, or other similar cause or threat thereof beyond the control of the parties, making it inadvisable, illegal, or impossible to perform to the terms of the contract, hold the meeting, or provide the facility. This Agreement may be terminated or revised for any of the above reasons without liability or penalty by written notice from one party to the other.

#### **INDEMNITY**


The Client shall waive against and indemnify, defend and hold the Hotel and all of their affiliates, subsidiaries and associated companies, and their respective directors, officers, shareholders, employees ("Indemnified Parties") harmless from and against any and all losses, damages, claims, demands, actions, penalties, suits, costs, fees and liabilities arising out of, caused by or resulting from, in whole or in part, the event (including any injury or damage to any persons or property on or about the Hotel), or any default of or breach by The Client under this Agreement caused by or resulting from negligence or misconduct of such party or its respective officers, directors, employees, agents contractor, or participants, provided such individual are acting within the scope of their employment or responsibility.

**DATA PRIVACY**


Amid the event, information will be gathered about The Client's guests/attendees' preference keeping in mind the end goal to provide you with the most ideal service, subject to The Client's guests/attendees' expressed written consent. The data will be held to enhance future stays at Abagatan ti Manila. The data gathered will likewise be utilized for promotional purposes and to convey news and advancements from the hotel.

Thank you once again for choosing **Abagatan ti Manila** for this important event. Rest assured, we are committed to ensuring a most successful event.

AUTHORIZED SIGNATORY  
ON BEHALF OF THE HOTEL  
ABAGATAN TI MANILA

  
MS. MARIELLE MENDOZA  
Sales and Marketing Executive  
ABAGATAN TI MANILA  
Date: 18 November 2022

AUTHORIZED SIGNATORY  
ON BEHALF OF THE CLIENT  
SECURITIES AND EXCHANGE COMMISSION

  
MS. ROSE ANN S. ESPIRITU  
Director  
SECURITIES AND EXCHANGE COMMISSION  
Date:

CERTIFIED AVAILABILITY OF FUNDS:

  
ATTY. DON DIEP ESGUERRA  
FMD Director  
SECURITIES AND EXCHANGE COMMISSION  
Date:

Funds Available:  
OTC No. 01-906442-2022-11-0002007  
November 22, 2022