



EASTBAY RESORTS, INC.

February 20, 2024

ATTY. MARIUS P. CORPUS
Chairperson
Office of the Commission Proper
3F BDO Tower,
8741 Paseo de Roxas, Makati City

Dear Atty. Corpus,

Thank you for choosing and confirming with Thunderbird Resorts-Rizal your OCP 2024 OFFICE PLANNING scheduled on February 21-23, 2024 (Wednesday to Friday) for guaranteed number of 21 participants.

To formalize our arrangements, attached herewith is a copy of the contract for your perusal. Please affix your signature on every page thereof and on the space provided below to signify your conformity.

Kindly send us the original copy of the signed contract not later than February 20, 2024.

Should you need clarifications on the matter, you may contact the undersigned at 0995.468.5701

We look forward to the pleasure of welcoming you and your guests at Thunderbird Resorts-Rizal.

Very truly yours,

A handwritten signature in black ink, appearing to read "Renz Michael V. Dungca".

RENZ MICHAEL V. DUNGCA
Sales Manager

Noted by:

A handwritten signature in black ink, appearing to read "Rocelle Joy Carpio".

ROCELLE JOY CARPIO
Head of Sales

CONFORME :

A handwritten signature in black ink, appearing to read "Marius P. Corpus".

ATTY. MARIUS P. CORPUS
Chairperson



AGREEMENT

MADE:

February 20, 2024

PARTIES:

CLIENT **GOVERNANCE COMMISSION for GOCCs**, (Client) a central advisory, monitoring, and oversight body attached to the Office of the President duly organized and existing pursuant to and by virtue of Republic Act No. 10149 with principal office at 3F BDO Tower, 8741 Paseo de Roxas, Makati City herein represented by its Chairman, **ATTY. MARIUS P. CORPUS**.

ERI **EASTBAYRESORTS, INC.**, a corporation duly organized and existing under the laws of the Philippines, with principal office at Brgy. Bilibiran, Binangonan, Rizal, herein represented by its Head of Sales, **ROCELLE JOY CARPIO**.

RECITALS:

A. The CLIENT desires to have an activity/function more particularly described below:

Nature of Corporate Function	OCP 2024 OFFICE PLANNING
Duration	February 21-23, 2024 (Wed-Fri)
Guaranteed Number of Persons	21pax

B. ERI has offered the CLIENT to provide the services for the above-mentioned activity/function and the CLIENT has accepted such offer subject to the terms and condition set herein.

AGREED TERMS AND CONDITIONS

1. PACKAGE DETAILS:

TOTAL PACKAGE COST Php 165,150.00					
(Above rate is inclusive of 10% Service Charge and 12% VAT)					
Particulars	Occupancy	No. of Rooms	Gov't Rate	No. of Nights	Amount
Accommodation/Room and Meals	6 Solo Room, 1 Triple Sharing and 3 Quadruple Sharing Meals Day 1: Lunch, PM Snack, Dinner Day 2: Breakfast,	10 rooms	Government Rate Guaranteed of 21pax	2	Php119,050.00

	Lunch, PM Snack, Dinner Day 3: Breakfast				
TOTAL ROOM CHARGES					Php119,050.00
Function Room		Guaranteed Number of Persons	Sub-Total		
Use of Conference Room-Day 1 and 2		21	Php44,100.00		
TOTAL FOOD AND BEVERAGE PACKAGE					Php44,100.00

PACKAGE INCLUSIONS:

- ✓ **Room accommodation**
Based on the arrangement above
- ✓ Day 1: Lunch, PM Snack, Dinner (Plated)
- ✓ Day 2: Breakfast, Lunch, PM Snack, Dinner (Plated)
- ✓ Day 3: Breakfast (Plated)
- ✓ Use of Pool (Infinity and Olympic Sized)
- ✓ Use of Function Room on Day 1 and 2
- Function Room Package Inclusions:
 - *Projector Screen / LCD Projector
 - *Whiteboard and Markers
 - *Classroom Set-Up
 - *Sound System w/ Microphone / PA System
 - *WIFI
- ✓ Free Parking

1. CONSIDERATION

A. FULL PAYMENT SCHEME

- a. The CLIENT shall pay the whole amount of the contract within Thirty (30) Days upon receipt of the Invoice. (SEND BILL ARRANGEMENT)
- b. All payments must be settled either via corporate company card or bank transfers. Below is ERI's bank details:
BANCO DE ORO, EASTBAY RESORTS INC. account # 000-661-507-815
- c. Payment may also be made using the Direct Payment Scheme via bank debit system through issuance of List of Due and Demandable Accounts Payable – Authority to Debit Account.
- d. Bank fees and charges shall be for the account of ERI."

B. SEND BILL ARRANGEMENT

- a. The total amount payable to ERI may increase because of incidental and other authorized charges. Any other expenses incurred by the guests should be with their PERSONAL ACCOUNT and must be settled in full upon check-out or after the function.

2. CHECK-IN / CHECK-OUT

- a. ERI's standard check-in time starts at 2:00 P.M. on the day of arrival. Check-out time is 12:00 P.M.
- b. Request for early check-in depends on the availability of the rooms.
- c. Request for the late check-out will depend on the availability of the rooms.

3. OUTSIDE FOODS AND BEVERAGES

- a. Bringing in food by the CLIENT bought outside ERI is PROHIBITED.
- b. Bringing in of beverage by the CLIENT bought outside ERI shall be subject to Corkage Fees as indicated herein. Nonetheless, the CLIENT shall be solely liable for any personal damages or injuries, including death, that may be suffered by the CLIENT's guests and other persons attending the Function by reason of having partaken the Food and Beverages not included in the menu package brought in or out by the CLIENT. In this regard, the CLIENT undertakes to indemnify and hold ERI free and harmless against any and all menu (Food and/or Beverage) that may be brought by the CLIENT, CLIENT's guests and/or other persons attending the Function or delivering the said items without consent of ERI.

4. REVISION/AMENDMENT

- a. ERI can no longer allow a reduction on the guaranteed number of persons by the CLIENT. Any increase to the guaranteed number of persons should be communicated to and confirmed by ERI fifteen (15) days before the event/function.
- b. ERI will not be held liable for any delay in service in case the actual number of attendees exceeds the guaranteed number of persons. Should there be any last-minute arrangements made by the CLIENT that are not specified in the contract shall be subject to the availability of stocks and operating equipment.
- c. Additional room requirements will be subject to room availability.

5. CANCELLATION

- a. For group room bookings, CLIENT's cancellations made later than thirty (30) days prior to CLIENT's arrival shall be charged 100% of the total guaranteed package amount.
- b. CLIENT's cancellation for banquet packages done later than thirty (30) days before the function/event date shall be charged 100% of the total guaranteed package amount.

6. FORCE MAJEURE

- a. Both parties shall not be liable for failure to comply with this agreement due to force majeure including but not limited to labor disputes, natural disaster, or other causes beyond the control of the parties.

7. DATA PRIVACY

- a. All information or data regarding the Parties that may come into the possession of the other party by virtue of this Agreement are to be regarded as confidential, subject to the rights and restrictions of both Parties provided for in the Republic Act. No. 10173, otherwise known as the Data Privacy Act of 2012.
- b. The PARTIES, their directors, officers, stockholders, employees, representatives, agents and assigns, including all entities/persons acting for and, on its behalf, shall be held liable should there be any breach in the processing, transfer, and/or handling of Confidential Information obtained through this instrument by third party data processors such as but not limited to, service providers and government agencies.

8. OTHER MATTERS

- a. ERI reserves the right to issue further terms and conditions as, in the judgement of ERI, may from time to time be necessary for the safety, protection and preservation of the interest of ERI and the CLIENT. Such

terms and conditions when so issued shall have the same force and effect as if originally made a part of this contract agreement once approved and signed by GCG.

- b. Ten percent (10%) extra covers from the minimum guaranteed number of participants shall be accommodated by ERI during functions/events, with extra charge based on the agreed meal rates. However, additional meal requirements will be subject to availability and strictly be at the chef's discretion. In addition, ERI will impose a surcharge of 10% per person per meal more than the allocated extra covers.
- c. Any disturbance or discontinuance of this agreement due to causes beyond the control of the PARTIES provided that the same is a fortuitous event or acts of God, it shall confer no right or cause of actions against either PARTY, nor shall the terms and conditions of such agreement be deemed effective and/or continued thereby.
- d. ERI strictly prohibits racking, sticking and/or hammering any material in the walls, ceilings, floor, doors, and fixtures in the hotel or venue. In case of damage to the hotel, including furniture/fixtures, displays, décor and other equipment during the function directly caused by the guest shall be charged to the personal account of the guest accordingly. Likewise, loss of amenities, such as but not limited to, towels, bathrobe, pillowcases, and bed sheets shall be charged.
- e. One (1) week before the Function, CLIENT shall advise ERI with respect to the lay-out/set-up of the function venue/s, function requirements, reception program and the list and contact number of suppliers, subcontractor they have enlisted related to this event.
- f. ERI shall not allow leftover foods to be packed or to be brought inside the room.
- g. ERI shall not be liable for any losses of CLIENT and its guests incurred within ERI's premises unless the same is caused by the fault or negligence of ERI's employees.
- h. In the event the Commission on Audit or any court, tribunal, agency, or officer of competent jurisdiction orders the suspension, disallowance, refund, restraint, or injunction of any payment made or to be made by the CLIENT, the parties shall comply with such order."

EASTBAY RESORTS, INC.
ERI

By:



ROCELLE JOY CARPIO

GOVERNANCE COMMISSION FOR
GOCCs

By:



ATTY. MARIUS P. CORPUS