

FEBRUARY 23, 2024

Group Agreement for "Governance Commission for GOCCs | AFO-OGC-DAMO Office Planning on 28 February-01 March 2024 "

Party A (The Client) Atty. Marius P. Corpus Mr. Raul T. Abad Chairperson Director IV Governance Commission for GOCCs	Party B (The Hotel) Ms. Marites Pariscal Sales and Events Manager
3/F BDO Towers Paseo 8741 Paseo de Roxas	Baler Hotels Group Baler Sales Office Philippines
Ms. Vionne Rochelle D. Asuque Administrative Officer V (Budget Officer) Email: vrdasuque@gcg.gov.ph Contact no.: (632) 5310-4167	Telephone: 0917 635 3658 Email: marites@costapacificabaler.com

This serves as an agreement between Baler Hotels Group and **Governance Commission for GOCCs**. Hereinafter referred to as the Organizer/Client). The Organizer/Client desires to engage the facilities and services of the resort and the Hotel agrees to furnish facilities and services as stated in this agreement.

BILLING INSTRUCTION SUMMARY

Total Charges	Total Amount
Accommodation at Costa Pacifica for 72pax on February 28-March 1, 2024	₱ 324,000.00
February 28: Buffet Lunch, PM Snacks, and Buffet Dinner for 72pax	
February 29: Breakfast, Buffet Lunch, PM Snacks, and Buffet Dinner for 72pax	
March 1: Breakfast for 72pax	
Use of Two (2) Function rooms: February 28- 12:00nn - 11:00pm February 29- 8:00am - 5:00pm	₱ 480,972.00
TOTAL CONTRACT PRICE NETT	₱ 804,972.00

- Package room rate offered applies for minimum of 24rooms with 48room nights for (72pax). A decrease in rooms and meals booked will require a new quote.
- Items not listed above are chargeable to the guest individual account and must be paid upon departure.
- Additional pax will be charged accordingly.
- Any additional items which are chargeable to Master Bill must be must be informed to the hotel on/before the group check-in. Otherwise, authorized signature by the organizer onto the bill upon service.
- To ensure the quality of food planning and preparation, please be advised that should the client fail to advise the hotel with seven (14) days prior to the event, the Hotel will decide on the menu based on Chef's discretion.
- The function rental charge is valid for the specified date and time. Additional hours will be charged at Php 5,000.00 per hour per function room.

DEPOSIT SCHEDULE

The organizer must adhere to the following deposit schedule or all commitments may be released at the option of the Hotel. The deposit will be deducted from the final billed amount if the organizer meets its obligations under this agreement. The deposit is non-refundable.

Due date	Request	Estimate amount in PHP
Upon signing of the contract	50%	₱ 402,486.00
Within 20 days after receiving the invoice.	Remaining balance 50%	₱ 402,486.00

Baler Sales Office

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Makati Sales Office

2F - 926 Pamana Inc. Bldg , Arnaiz Ave, San Lorenzo Village, Makati City, 1203, Philippines
inquiries@balerhotels.com

BANQUET ARRANGEMENT (S) CONFIRMATION:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Date: February 28, 2024 • Function room 1: The Pavilion or 18onButon function room (40pax) from 1pm-11pm • Function room 2: 18onButon (32pax) from 1pm-5pm • Basic Sound System (speaker and 2 wireless microphone) • White screen and projector • Flowing of coffee and water • Mint candies • Wi-Fi or internet connection | <ul style="list-style-type: none"> • Date: February 29, 2024 • Function room 1: The Pavilion or 18onButon function room (40pax) from 8am-5pm • Function room 2: 18onButon (32pax) from 8am-5pm • Basic Sound System (speaker and 2 wireless microphone) • White screen and projector • Flowing of coffee and water • Mint candies • Wi-Fi or internet connection |
|--|---|

Meal Venue:

Day 1: Lunch for 72pax at the Beach House
PM Snacks for 72pax function room 1 and 2
Dinner for 72pax function room 1

Day 2: Breakfast at the Beach House
Lunch for 72pax function room 1 and 2
PM Snacks for 72pax function room 1 and 2
Dinner for 72pax at the Beach House

Day 3: Breakfast at the Beach House

ACCOMMODATION BREAKDOWN:

Room Type	Check in	Check out	# of Rooms	# of Pax	# of Room nights
Junior Premier (single occupancy)	28-Feb	1-Mar	6	6	12
Junior Premier (twin sharing)	28-Feb	1-Mar	1	2	2
Junior Suite (triple sharing)	28-Feb	1-Mar	4	12	8
Junior Suite (quad sharing)	28-Feb	1-Mar	5	20	10
Junior Premier (quad sharing)	28-Feb	1-Mar	8	32	16
TOTAL			24	72	48

ACCOMMODATION INCLUSIONS:

Breakfast for guaranteed in-house guests.
Standard check-in 2:00 PM check-out 12:00 PM. Early arrivals shall be provided subject to room availability
Use of Swimming pool
Free Wi-Fi Access / Internet connection
Rates are inclusive of 10% service charge, 12% VAT
Rates above are not applicable for Holidays and Long weekends and not valid in conjunction with another discount/promo.
Kids, 0 to 11 years old, free of charge in room share bed to parents; breakfast with charge actual consumption (ala carte)

Environmental Fee:

The Municipality of Baler collects an Environmental Fee from tourists upon arrival. PHP 100.00 will be charged to local tourists aged 7 years old and above residing outside Baler and PHP 80.00 for Senior Citizens and PWD

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RESERVATIONS

- All reservations shall be coursed through our Sales / Reservations Office covered with a Booking Order. Requests for additional rooms are subject to space availability.
- Block-out dates during the Peak Period apply.
- All rates are subject to availability and occupancy of the hotel. In the event of high occupancy and the hotel's closed-out date, published rates apply.
- Request for early check-in shall be subject to room availability and is with a corresponding fee of a half-day rate.
- Request for late check-out shall be subject to room availability with the following applicable charges:
 - Six (6) hours extension (from 1200h to 1800h) would be charged a half-day rate.
 - Extending beyond six (6) hours (beyond 1800h) would be charged a whole day rate.
- Costa Hotels Group reserves the right to change, amend, or modify the terms without notice.
- All non-guarantee reservations will be released 5 days prior to scheduled arrival. Thereafter, with regret, guest rooms are subject to availability.

Email: Reservation resa@costapacificabaler.com;

Contact#: +63917 844 8371/ +63998 841 7124

PAYMENT OPTION

The hotel accepts the following payment methods;

- Should you wish to settle payment by bank transfer, below are the Hotel's bank details:

Bank Name	RCBC Savings Bank
Branch Name	Baler
Account Number	7-590-34971-7
Account Name	Sea and Sierra Vista Inc.

Pay through a credit card. Please select the desired payment method. The exchange rate (bank name?) of the day of payment will apply.

- | | | |
|--|------------------------------------|---------------------------------------|
| <input type="checkbox"/> American Express Card | <input type="checkbox"/> Visa Card | <input type="checkbox"/> Dinners Card |
| <input type="checkbox"/> Master Card | <input type="checkbox"/> JCB Card | |
- Accomplished Letter of Authorization
 - Clear copy of the credit card (front)
 - Clear copy of the credit card holder's valid ID with specimen signature

TERMS AND CONDITIONS

Rates

- All rates are in PHP. Our room rates are non-commissionable.
- Rates are inclusive of 10% service charge, 12% VAT.
- All rates are subject to change without notice in the event of any change in government taxation legislation.
- Rates are applicable for this particular group only.
- For the convenience of the guests, the Hotel will collect deposits for incidental charges that can be paid through cash or credit card imprint if requested upon check-in.

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Reservation dates can be amended/rebooked only up to **March 1, 2024**, from the original dates if any, during the dates in the event of any of the following unavoidable circumstances prior to guest/client arrival at the resort:

- Such acts, omissions, or circumstances include but are not limited to war, declared or undeclared, revolution or action taken by public enemies, riots or civil disturbances, strikes, lockouts, or work stoppage, affecting all or the part of the hotel staff, acts of God, fire, floods, storms, constraints imposed by any government or public authority, or any other cause that is beyond the reasonable control of a party.
- The hotel shall not be responsible to the guests for its failure to abide by this agreement in case of a fortuitous event, labor dispute, or conditions beyond this control.
- Cancellation charges shall be waived OR reservation dates can be amended from original tour dates but subject to rate adjustment, guestrooms & function room availability if any, during new tour dates in the event of any of the following unavoidable circumstances prior to guest arrival at the resort:
- Natural calamity, pandemic, sickness, death of family members (supported by death certificate) & labor disputes, and political unrest.
- Flight delay requires certification from the airline before re-booking or amendment of booking date/s and/or rate adjustment.

Cancellation Policy / NO-SHOW (ROOMS)

- Postponement of the booking to another date or time shall be allowed only if made within the following calendar days prior to the date of reservations and if guestroom is available on the rescheduled date, otherwise such postponement shall be considered a CANCELLATION.
- Failure to check in on the scheduled date of arrival shall be subject to a no-show fee equivalent to one (1) night stay.
- Failure to check in on the Peak dates specified shall be subject to the whole reservation made.
- If guests fail to arrive on the expected date and no advice is received by the hotel, a no-show fee equivalent to the total room charges for the entire period booked shall be imposed.
- Impose of 100% Cancellation Charge (room charge including extra persons.)
- Gift certificates (GC) used upon booking will be forfeited.
- Any cancellation or modification made after the signing of the contract will be charged 100% of the whole duration of the stay.
 - **Lean Season: July 1, 2024 to October 15, 2024**
Cancellation 28 days before arrival there will be a **50% penalty charged** from the total amount of the contract.
Cancellation 14 days before arrival there will be a **100% penalty charged** from the total amount of the contract.
 - **Peak Season: October 16, 2023– June 30, 2024**
(Including Regular Holidays, Long weekends, and Special non-working Holidays)
Cancellation 30 days before arrival there will be a **50% penalty charged** from the total amount of the contract.
Cancellation 21 days before arrival there will be a **100% penalty charged** from the total amount of the contract.

Modification Policy

- Rates are subject to change based on the hotel's occupancy and declared long weekends and holidays.
- Cancellation and Modification above include the extra person charge.
- Modification of booking is subject to management approval and existing hotel policies.
- Shortening of stay is not allowed and payment is not refundable.

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Meal cancellation policy and beverage corkage fee

- Any exclusive meal cancellation made 72 hours before each meal; a penalty charge of 50% of the entire cancelled meal fee is chargeable. If the final guaranteed number of attendees 72 hours prior to each meal is lower than these numbers, the Hotel reserves the right to relocate the function space and revise the charges if necessary. Room relocation is subject to the availability of the hotel banquet space.
- Cancellations 48 or 24 hours prior to the contract date due to Natural Calamity and pandemic are re-bookable within 2 months only, strictly no refund
- Postponement due to Natural Calamity and pandemic within 48 or 24 hours is subject to 50% charges from the total Banquet Contract and 50% of the remaining balance from the total banquet contract is re-bookable within 6 months to 1 year only, strictly no refund.
- All food and beverage items shall be exclusively purchased from the Resort. Patron is not permitted to bring in food and beverage items unless there is an agreement to the contrary. The Resort shall not be liable for any illness resulting from the consumption of food and beverage brought in or brought out of the restaurant by the client and/or guests of the client.
- Take-out food is not allowed and all food and drinks brought inside the hotel/venue are subject to a corkage fee.

CORKAGE FEES		
ITEM/S	RATE (PHP NETT)	UNIT
Cake	PHP 3,000.00	Any Size
Lechon	PHP 5,000.00	20 to 25 kg
Other Cooked Food	PHP 450.00	per kilo
Chips, Nuts, Chocolates, Nachos	PHP 50.00	per pack
Alcoholic Drinks or Hard Drinks	PHP 5.00	per ml
Champagne	PHP 5.00	per ml
Beer local and imported	PHP 800.00	per case
Cooking Fee	PHP 450.00	per kilo
Sodas in Can	PHP 500.00	per case 24 bottles
Soda	PHP 50.00	per bottle 1.75 liters bottle

Damages to the hotel and indemnity

- The organizer shall be responsible for all damages, including property damages and/or personal injuries suffered or incurred by the hotel or any employee or staff member of the hotel or other guests of the hotel caused by the negligence or misconduct of the group or any invitee of or outside contractor hired by the Client.
- The Client agrees to indemnify and hold harmless the Hotel, the owner of the Hotel, the Operator of the Hotel, all entities affiliated with each of them, and each of their respective officers, directors, employees, and agents (the "Indemnities") of and from all actions, costs, claims, losses, expenses and/or damages, including reasonable attorney's fees, arising out of or resulting from the Event or the Client's use of the services and facilities of the Hotel unless the same are due to the gross negligence or will full misconduct of the Indemnities or any one or more of them.
- In the interests of ensuring the comfort of all guests, banners, display material, and signage (apart from the Hotel's internal information display boards) are not permitted in the Hotel's public areas (including the Main Lobby) or on the exterior of any Hotel structure. Display materials and signage may be installed inside the reserved event space or in the immediate pre-function area, with the prior approval of the Hotel.
- Costa Group of Hotels has no control over the activities of the guest/s and is not liable for any loss or damage of the guest's valuables. Any damage by guest/s directly or indirectly to the resort premises and/or facilities shall be for the account of the guest/s. Food, beverages, firearms, deadly weapons, pyrotechnics, and prohibited drugs are strictly prohibited in the resort.

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Security

- The Hotel will not be responsible for the loss or damage to any equipment or merchandise left on the premises prior to, during, or after the event. Should additional hotel security be required, charges may be applicable. It is the organizer's responsibility to arrange insurance.
- If the organizer requests 24-hour access to the event venue, it must be pre-arranged and the authorized guests, who should have 24-hour access to the event venue, must register with the hotel's Security Manager in advance. Otherwise, all accesses to the event venue are closed in the evening.

Compliance

- The organizer will be responsible for ensuring the orderly behavior of his/her guests and the Hotel reserves the right to intervene where it sees appropriate.
- Costa Group of Hotels reserves the right to cancel this agreement at any time when deemed necessary to protect its interests. Please note all rates committed to your Company are confidential and should not be published at any time.

Display and signage

- No items are to be attached, pinned, or glued to the wall surface of any pre-function room or Hotel room. Signage in Hotel public areas including the driveway and outside of the Hotel structure is to be kept to a minimum and must be approved in advance by the Hotel.

Miscellaneous

I. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Philippines.

II. Non-Waiver of Breach

The Hotel's failure to demand strict and full performance of any of the covenants or agreements on the part of the Client to be observed, kept, or performed, while the Client is in default with respect to any such covenant or agreement, shall not be construed to be a waiver by the Hotel of any such default or breach of covenant.

III. Authority to Sign

If this agreement is signed in the name of a corporation, partnership, association, club, or society, the person(s) signing represents and warrants to the Hotel that he/she has full authority to sign such contract and that in the event he/she is not so authorized, he/she will be personally liable for the faithful performance of this contract.

IV. Entire Agreement

This agreement contains all of the understandings between the parties and may only be modified in writing and signed by both parties.

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Acceptance

This group agreement, terms, and conditions are **valid within 3 days from the date/time of issue**. To accept these offers, please ensure this **acceptance notice is signed and returned to the hotel on/before 26 February 2024**.

After signing the contract, any changes or additions will require an addendum, and the terms and conditions will remain the same.

Please do not hesitate to contact us at email: marites@costapacificabaler.com or telephone number [0917 635 3658](tel:09176353658) should you need further information or assistance.

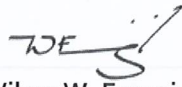
Thank you and we look forward to a fruitful partnership!

Prepared by:

Noted by:



Marites A. Pariscal
Sales and Events Manager
Baler Hotels Group




Wilma W. Esquejo
Director of Sales and Marketing
Baler Hotels Group

I HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND CONDITIONS AND HEREBY AGREE TO COMPLY WITH THE SAME.

Authorized Signatory for:



Company: *GOVERNANCE COMMISSION FOR COCs (GCCG)*
Name of signatory: *ATTY. MARIUS P. CORPUS*
Designation: *CHAIRPERSON*
Date: *26 FEBRUARY 2024*



ATTY. MARIUS P. CORPUS
CHAIRPERSON
Signature