



CONTRACT OF AGREEMENT

Guestrooms and Conference & Events Contract of Agreement
DEPARTMENT OF JUSTICE – LEGAL DEPARTMENT
 February 17-19, 2020

February 11, 2020

Warm greetings from bai Hotel Cebu!

Company	DEPARTMENT OF JUSTICE- LEGAL DEPARTMENT	Account In-charge:
Address	Ermita, Manila	Ezel Anne Suyman
Signatory	Rosario Elena L. Cuevas.	Sales Account Manager
Designation	Senior State Counsel V	bai Hotel Cebu
Contact No.	09957756435	L 636254400
Email	mardosuh@gmail.com	M 63917 839 7690
		E eosuyman@baihotel.com.ph

I. GUEST ROOM BLOCK

The Organizer shall reserve and the Hotel shall make available for the Organizer a block of guest rooms ("Room Block") for the purposes of the Event as follows:

ROOM ACCOMMODATION				
Room Type	FEBRUARY 2020			Total Roomnights
	Tue	Wed	Thu	
Deluxe Room Twin – 10 persons	17	18	19	10
Total No. of Persons	5	5	c/o	10

The Hotel shall not be obliged to hold the availability of any Guest Rooms under the Room Block which are not guaranteed pursuant to Clause IV of this Agreement.

Room Inclusions

- Complimentary Buffet Breakfast at Café bai
- Complimentary bottled water replenished daily
- Complimentary Internet Access for Guestrooms and Public Areas
- Complimentary use of Pool and Fitness Center

II. DAILY ROOM RATE FOR GUEST ROOMS

Room category	Daily Room Rate
Deluxe Twin	3,500nett per room per night

The above rates are inclusive of 10% service charge, 12% VAT, and .75% local tax.

- Rates are quoted in Philippine Peso, per room per night.
- Triple accommodation must be added with extra person charge.
- Extra person at Php 1,500nett per person inclusive of buffet breakfast.
- Please note that government taxes are subject to change without prior notice
- Hotel reserves the right to amend the rates should the quantity decrease or increase, with prior written notice to DEPARTMENT OF JUSTICE – LEGAL DEPARTMENT
- Rates are applicable for the above-mentioned group/dates only.
- Above rates are non-commissionable.
- On Children's Buffet Meal Policy:

Ezel Anne Suyman
 Sales Account Manager
 bai Hotel Cebu



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6-11 years old – 50% discount
5 years old and below- FREE of charge

III. CHECK-IN / CHECK-OUT TIME

Check-in time is 1500H on the day of arrival
Check-out time is at 1100H on the day of departure

Guests who wish to occupy their guest room before 1500H must reserve a night prior to the arrival date and will be subject to availability.

Guests who plan to check-out after 1100H shall be charged an additional night using the daily group rate.

IV. RESERVATION PROCEDURES

The Organizer shall provide the Hotel with an initial rooming list no less than fourteen (14) days before the Event. The rooming list shall include the following:

- Full name of guest
- Country of residence
- Passport numbers
- Arrival and departure dates
- Flight details
- Guest room category, occupancy requirement (Single or Double)
- Credit Card number and Credit Card expiry for each guest (for personal account arrangements)

Final rooming list must be submitted seven (7) days before the event. Any additional Guest Room Reservations required by the Organizer after the date of submission of the Final Rooming List will be subject to availability.

All guest rooms reserved under the Room Block shall be guaranteed by the Organizer through payment of deposit in cash, bank transfer, or any Hotel accepted major credit card guarantee. The deposit to be settled shall be equivalent to the payment schedule.

Cancellation of any guest rooms or failure of guests to check-in to the Hotel based on the schedule provided in the rooming list shall be subject to Clause X, and will be charged accordingly, rooms not utilized will be returned to the general availability of the Hotel.

CONFERENCE & EVENTS

V. FUNCTION SPACE BLOCKING

The Organizer shall reserve and the Hotel will make the following function spaces available for the organizer's event based on the following schedule and requirements:

Date	Start Time	End Time	Function Type	Venue	Set-up	Guaranteed
February 18, 2020	8am	5pm	Whole Day Meeting	Sikatuna 1	Banquet	75

The function spaces blocked for the Event is based on the expected or guaranteed number of guests attending. The Hotel reserves the right to re-assign alternative function spaces which it deems suitable for the Organizer's and Event's requirements. Any changes in the expected number of attendees will be accommodated by the Hotel once there is a written approval from the Organizer.



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MEETING PACKAGE

The Hotel is pleased to offer the Organizer a **Whole Day Meeting Package at Php1,350 per person per day** throughout the period of the meeting (package rate is applicable for a minimum of 30 persons). A 10% buffer is prepared for every function and is payable upon consumption should the total headcounts exceeds. A surcharged of 10% will be applied to covers above 110% from contracted arrangement. The food that to be served will be on Chef's Discretion already.

February 18, 2020, Whole Day Meeting Package (AM&PM Snacks and Lunch) at Php 1,350nett per person

INCLUSIONS

Event Space

- Complimentary use of Event Space according to group size and time
- Dedicated waiter to assist for the entire duration of the event
- Registration table
- Basic centerpieces
- AV Technician to assist during the setup and on call during event proper

Food & Beverage Arrangement

- **Plated Morning and Afternoon snacks**
- **Buffet lunch at the function room**
- One round of drinks for lunch
- Flowing freshly brewed coffee/tea for the entire duration of the event

Audio Visual Equipment

- Use of (2) wireless microphones and in-house PA system
- Complimentary use of LCD projector & screen
- 15% discount on buffet lunch at Café bai valid within 30 days
- Complimentary entrance at the Twilight Roofdeck Bar and Lounge plus 15% discount on the total food and beverage bill on the same day of the event;
- Free access to Twilight Roofdeck Bar and Lounge with 15% discount on food and beverage total bill within 30 days for a minimum of four (4) and maximum of 20 persons
- 20% discount on the Best Available Rate on room accommodations on the day of the event
- Up to 50% discount on corkage fees for beverages only (wines and liquors)
- High-speed WIFI Internet Access

VI. CONFERENCE AND EVENTS

- The Organizer shall guarantee attendance of each function based on what has been confirmed in this Agreement.
- Bai Hotel Cebu has to be notified of any alteration to the anticipated number of persons attending the function at least three (3) working days prior to the start of the event.
- Note that a minimum guarantee per day is required in order to prepare the right amount of food and beverage supply for your guests. The Chef will need to plan ahead on the buffer as well for possible increases
- A 10% buffer will be prepared for possible increase in minimum guaranteed attendance.
- In the event that the number of persons increases beyond the 10% buffer on the day of the event, the Hotel shall accommodate the meal requirements based on the Chef's discretion and food availability.
- Once the Organizer has guaranteed the attendees, the number of persons shall not be subject to reduction. The Hotel shall apply the total food and beverage charges according to the guaranteed number of persons or actual attendance, whichever is higher.
- In the event that a client will bring in food items into the hotel or bring out food items left-over from a function (provided it is allowed on the list of food items to be taken out), the client shall sign a waiver form and comply with all legal requirements relating to food safety as well as indemnify the



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Hotel from and against all claims and damages resulting to the consumption of the food. Hotel will charge the client for the packaging container depending on the size.

- **FOOD STRICTLY NOT ALLOWED TO BE TAKEN-OUT**
 1. Soup, Noodle, Pasta, Rice Dishes
 2. Dishes with creams or with coconut milk
 3. Potato dishes
 4. Mixed salads or appetizer
 5. Dishes with tomatoes
 6. Dessert that needs refrigeration
 7. Beverage
- An energy fee of Php 300/unit/day shall be charged for every unit brought and plugged-in.
- Hotel reserves the right to transfer the client to another available venue should the original venue become unavailable due to any emergency, maintenance work and other related servicing work. The Hotel will give ample notice and must see to it that the Client is comfortably settled and approves the alternative venue.

VII. PRICING SUMMARY

Please find below the estimated expenses for the guest room and banquet arrangements:

PRICING SUMMARY				
Date	Number	Details	Price (PHP nett)	Total (PHP nett)
February 17-19, 2020	5	Deluxe Room Twin	3,500 x 2 nights	35,000
February 18, 2020	75	Whole Day Meeting	1,350	101,250
GRAND TOTAL				138,250

PAYMENT & CANCELLATION

VIII. PAYMENT

Upon signing of this Agreement, the Organizer shall settle payments based on the following schedule:

Payment Schedule	
45-60 workings days	One hundred (100%) percent of the total expected guest room and food and beverage charges, function room rental inclusive of service charge and applicable taxes on a 45-60 days send bill arrangement upon receipt of the correct billing. A CAF is required upon contract signing to facilitate processing of billing and collection.

A Deposit slip must be forwarded through scanned or fax copy to the Sales Department of the Hotel for all payments through bank deposit, bank transfer. All guest room and incidental charges may be settled upon check-out in either cash or credit card

Acceptable Mode of Payments: cash, check, credit card or bank transfer and possible to settle 5 working days' advance for clearance purposes.

IX. CANCELLATION CHARGES

Cancellations made after signing the contract shall be subject to a Cancellation Fee equivalent to 100% of the charges. No-Shows or cancellations done on the day of the check-in shall be subject to full cancellation fee for the entire duration of the stay.

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X. INCIDENTAL CHARGES

Personal incidental bills (i.e. Restaurant, minibar, telephone calls, laundry, internet, etc.) will be charged to individual bills and settle the account in full through credit card, cash or other accepted payment methods upon check-out, unless Company will guarantee with authorization (credit card, LOA or Guarantee letter).

All losses in and damages in guestroom/s shall be shouldered by the guest/Company.

BANK ACCOUNT INFORMATION

Bank Name	China Banking Corporation
Account Name	Bai Global Properties Group LLC, Inc.
Account Number	Peso Account 1592-00000-187
Branch	Cebu Mandaue - NRA Mandaue
Address	Ground Floor, bai Hotel Cebu, North Reclamation Area
Swift Code	CHBKPHMM

Bank Name	Banco de Oro
Account Name	Bai Global Properties Group LLC, Inc.
Account Number	Peso Account 00-344-030-858-2
Branch	Cebu North Mandaue
Address	National Highway, Mandaue City
Swift Code	BNORPHMM

Bank Name	Land Bank of the Philippines
Account Name	Bai Global Properties Group, LLC Inc
Account Number	Peso Account 2932-1003-23
Branch	Mandaue City Hall Branch
Address	National Highway, Mandaue City

- Checks payable to **BAI GLOBAL PROPERTIES GROUP LLC INC.**
- A scanned copy of the transaction slip should be sent through email or fax (+63 32 4029986 or +63 32 4029999) so that the Hotel can check if the amount has been credited to our account. Note that it takes 7 working days for the amount to be credited when wired from an international source. Please ensure deposits and full payment made are within the allowable time frame prior the arrival or departure of the guests from the Hotel, whichever is applicable.
- Bank charges incurred for deposits and payments to the Hotel's bank account shall be solely shouldered by the client and should not be charged to the Hotel nor deducted from the total amount due paid to the Hotel.
- 100% Cancellation fee will apply if cancelled within 7 days prior to the group's arrival.

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- CURRENCY - If payment is made in any currency other than that used by the hotel, client is responsible for any fluctuation in the currency exchange. The hotel shall be paid in full amount in the currency as charged.

X. REDUCTION

All rooms are considered confirmed and guaranteed upon signing of this Agreement. In the event the Organizer reduces or fails to utilize the contracted room block and function space, but does not cancel the entire event, the Organizer agrees to pay the Hotel a Cancellation Fee according to below schedule:

Reduction Schedule	Cancellation Policy
7 days or less	All rooms cancelled during this period will be charged at the cancellation fee of 100%
No Shows	100% for the entire duration of stay

XI. AMENDMENTS

Any changes, modification, adjustment, alteration, revision or amendment to this Agreement shall only be effective if it is agreed and signed by both parties in writing.

GENERAL TERMS & CONDITIONS

XII. CONDUCT OF EVENTS

- The client is requested to fill-up Ingress-Egress form for proper accountability of items or equipment to be brought-in the Hotel.
- The Organizer and his guests will conduct the event in an orderly manner without causing nuisance and in full compliance with the directives and requirements of the Hotel and is bound to obey the laws and regulations of the Government of Republic of the Philippines.
- The Organizer is not allowed to erect any exhibitions, stands or displays within the hotel's premises.
- Decoration supplied by the Hotel must remain the exclusive property of the Hotel and must not be removed.
- The use of trademarks/logos in the Hotel is only permitted if the Hotel Management has given authorization for this.
- If the event continues beyond the time stipulated, the Client will be charged a fee for the use of the room according to the Hotel's valid price hire list.
- If the number of participants increases or decreases in relation to the original reservation, the Hotel reserves the right to transfer the event to a room which size accommodates the revised number of clients.
- For any banners or signboards, kindly submit a sample/artwork to the Hotel for reference. The Hotel can refuse any banner, backdrop or signage that are brought in without prior approval from the Hotel or that those items do not conform to regular standards of the Hotel.
- The Organizer shall be allowed to put up any display's notices or advertisements upon any part of the Hotel premises with the written permission of the Hotel.
- Should Organizer decide to utilize outside contractors or subcontractors on the Hotel premises during your event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, Organizer must notify the Hotel of the intention to use such providers at least thirty (30) days in prior the event.
- All outside contractors must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel for similar outside contractors and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in



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Hotel's sole discretion based on the type of services the outside contractor will be providing before they will be allowed to provide services on Hotel premises.

XIII. LIABILITY

- The Client will pay the Hotel for every incidence of loss or damage which occurs in any part of the Hotel complex or of any property or equipment belonging to the hotel caused solely by the client or its authorized representatives. This includes and not limited to meeting folders, organizer's stationery kits, flipcharts, projectors, projection screens, hotel furniture and furnishings, etc. Losses or damage caused by the Hotel or its employees or representatives shall be for the sole account of the Hotel.
- When equipment such as audio-visual equipment, p/a systems, computers, laptops and projectors, etc., are brought in, the client is requested to register those items with the Hotel Security Department to verify their existence. It is recommended to arrange additional security services to ensure the protection.
- The Hotel does not take responsibility for any loss or damage to the property of the Client, or related persons, which has occurred on the premises of the Hotel, except if the loss or damage is caused by the negligence or willful act of the Hotel's employees or representatives. In case of loss or damage to property, the Hotel Management must be notified as soon as this fact is discovered.
- It shall at all times be the responsibility of the client to check and verify invitations and/or admission tickets in order to appropriately identify attendees if applicable.
- Any fire exit signs, fire exits, and firefighting facilities must be kept clear of obstacles at all times.
- No fireworks may be set off within the hotel premises.
- No unlawful activities may be conducted within the hotel premises.

XIV. FORCE MAJEURE

Failure (in whole or in part) or delay on the part of bai Hotel Cebu or the client in the performance of any of the obligations imposed upon such parties hereunder shall be excused and such parties shall not be liable for damages or otherwise on account thereof, when such failure or delay is the direct or indirect result of any of the following causes affecting the hotel and which renders the reservation impossible to conduct in the reasonable business judgment of bai Hotel Cebu (each a Force Majeure Event): acts of God, such as hurricanes, earthquake, tornadoes, strong typhoon, fire or flood, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disturbance, public enemy, war (declared or undeclared), compliance with any governmental law, regulation, order, rule, recommendation, request or suggestion of government (foreign or domestic) acting under claim or color of authority.

DATA PRIVACY ACT

Company obtains personal data from the Third Party

"The hotel will Process the Personal Data in accordance with applicable law and professional regulations including (without limitation) the Data Privacy Act of 2012. We will require any service provider that Processes Personal Data on our behalf to adhere to such requirements. The company warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been or can be processed in accordance with applicable law."

CONFIRMATION

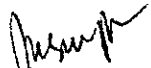
Please indicate your acceptance by signing on all pages of this Agreement and return one set to the Hotel. The signed copy must be received on or before February 11, 2020. Should the Hotel not receive the signed copy of the Agreement on this date, the Hotel reserves the right to release all accommodation and Hotel space tentatively held. Any alterations to arrangements detailed in this contract must be agreed in writing by the Hotel.



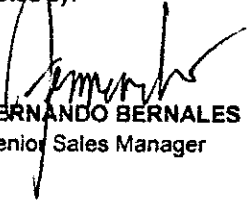
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The general terms and conditions for the events are considered part of this Agreement.

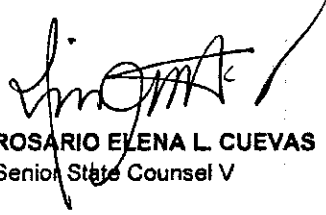
For and on behalf of:
bai Hotel Cebu


EZEL ANNE SUYMAN
Sales Account Manager

Noted by:


FERNANDO BERNALES
Senior Sales Manager

Agreed on behalf of:
DEPARTMENT OF JUSTICE –
LEGAL DEPARTMENT


ROSARIO ELENA L. CUEVAS
Senior State Counsel V