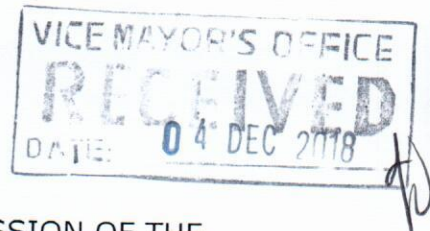


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FOURTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON NOVEMBER 29, 2018

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
Tomas R. Serafica,	SP Member, Asst. Majority Floor Leader
Benjamin S. Pongos, Jr.,	SP Member
Eusebio Gerardo S. Penserga,	SP Member
Gregorio G. Yrastorza III,	SP Member
Nolito M. Quilang,	SP Member
John Eulalio Nepomuceno O. Aparis II,	SP Member
	Minority Floor Leader
Lea Doris C. Villar,	SP Member, Asst. Minority Floor Leader
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President,
	Liga ng mga Barangay ng Ormoc
Jasper C. Yerro,	Ex-Officio SP Member, Chapter President,
	Panlungsod Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON OFFICIAL BUSINESS:

Vincent L. Rama,	(Acting City Mayor),
	SP Member, Majority Floor Leader

RESOLUTION NO. 2018-301

**A RESOLUTION GRANTING OMNIBUS AUTHORITY TO
THE CITY MAYOR RICHARD I. GOMEZ, OR THE
ACTING CITY MAYOR TO ENTER INTO AND SIGN
ENTERTAINMENT CONTRACTS, FOR AND ON BEHALF
OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-
ORMOC), FOR THE VARIOUS ACTIVITIES OF THE
"HALAD PASALAMAT 2018" YEAR-END CELEBRATION
OF ORMOC CITY.**

WHEREAS, this august Body was in receipt of a 1st Endorsement from the Acting City Mayor Vincent L. Rama dated November 21, 2018 requesting for the issuance of a Resolution granting omnibus authority to the City Mayor or the Acting City Mayor to enter into and sign Contracts on behalf of the Local Government Unit of Ormoc (LGU-Ormoc) for the various activities of the "Halad Pasalamat 2018" Year-End Celebration of Ormoc City, further requesting that the matter be treated as URGENT;

WHEREAS, as the month of December arrives and lanterns light up to herald the coming of the Christmas season, no celebration comes close to the traditional rituals of Christmas in the Philippines, the most anticipated event of the year to commemorate the birth of Jesus Christ and bond in a special way with families, relatives and friends;

WHEREAS, such a season also marks in also a special way the passing of the year, along with the occasion for thanksgiving for the wonderful year that has passed and for welcoming the new year about to unfold, the City Government of Ormoc aims to hold a Year-End Celebration through the "Halad Pasalamat 2018" with a few festivities for the entertainment and enjoyment of Ormocanons and visitors alike;

WHEREAS, in fulfillment of this objective, the City Government of Ormoc desires to contract artists for the said event in celebration of the 2018 Thanksgiving, the wonderful and joyous Christmas season and the commencement of the new year;

WHEREAS, in the first Contract, the parties have agreed that LGU-Ormoc, the Producer, will engage the services of MOIRA DELA TORRE a.k.a. Moira, the Artist, where the latter will perform a live show on December 28, 2018 between 8:00 in the evening and 12:00 midnight at the Ormoc City Plaza in connection with the "Halad Pasalamat 2018" celebration, a photocopy of the Entertainment Contract is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, in the second Contract, the parties have agreed that LGU-Ormoc, the Producer, will engage the services of TROPICAL DEPRESSION, the Artists, where the latter will perform a live show on December 28, 2018 between 8:00 in the evening and 12:00 midnight at the Ormoc City Plaza in connection with the "Halad Pasalamat 2018" celebration, a photocopy of the Entertainment Contract is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, in the third Contract, the parties have agreed that LGU-Ormoc, the Producer, will engage the services of ACE RONN A. MINA a.k.a. IYAH and KENNETH C. OCAMPO, a.k.a. TETAY, the Artists, where the latter will perform a live show on December 28 between 8:00 in the evening and 12:00 midnight at the Ormoc City Plaza in connection with the "Halad Pasalamat 2018" celebration, a photocopy of the Entertainment Contract is hereto attached as Annex "C" and made an integral part hereof;

WHEREAS, LGU-Ormoc, being one of the parties thereto in all entertainment contracts is committed into collaborating to enter into all contracts with full knowledge, commitment and willingness in the fulfillment of their responsibilities contained thereon;

WHEREAS, the City Legal Office issued a legal opinion dated November 22, 2018 stating that after a review of the said entertainment contracts, the same are found to be in order, not detrimental to the interests of the City, not contrary to law, morals, good customs, public policy and public order, and further, recommends that an omnibus authority from the Sanggunian be secured for the authority of the Mayor to sign the same, a copy of the said letter is hereto attached as Annex "D" and made an integral part hereof;

WHEREAS, upon close and thorough review, this Sanggunian finds that the engagements of said artists for such purpose are advantageous to the City as its aims are to celebrate the Christmas season in a more meaningful and joyous manner and to promote the better enjoyment and entertainment of the Ormocanons and their guests on occasion of said season as well as that of the closing of the current year and the dawning of the coming new year, thus, meriting this august Body's prompt and favorable action of subject Endorsement;

WHEREFORE, on joint motion of SP Member Benjamin S. Pongos Jr., Chairman, Committee on Laws and Ordinances and SP Member Gregorio G. Yrastorza, III, Chairman, Committee on Tourism, Culture and Arts, jointly seconded by SP Members Eusebio Gerardo S. Penserga and Esteban V. Laurente; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a RESOLUTION GRANTING OMNIBUS AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ, OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN ENTERTAINMENT CONTRACTS, FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), FOR THE VARIOUS ACTIVITIES OF THE "HALAD PASALAMAT 2018" YEAR-END CELEBRATION OF ORMOC CITY;

ADOPTED, November 29, 2018.

RESOLVED, FURTHER, that copies of the final and notarized Entertainment Contracts be furnished to this Sanggunian for its information and files;

RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez, the City Administrator, Mr. Vincent L. Emnas; the City Legal Office; the City Tourism Office; the City Budget Officer; the City Accountant; the City Treasurer; the City Auditor; the OIC-City Director, DILG; and all other offices concerned for their information and guidance.

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


MARIA ANTONIETA G. CO HAT
(OIC - SP Secretary)
Supervising Administrative Officer

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer



"Annex A"

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract Agreement is made and entered into this 20th day of NOVEMBER 2018 in Quezon City by and between:

RICHARD I. GOMEZ representing LGU - ORMOC, Filipino, of legal age with business address at 2ND FLR, NEW CITY HALL, ANNUBING ST. BRGY. COGON ORMOC CITY LEYTE as its duly authorized representative hereinafter referred to as the "PRODUCER";

and

MOIRA DELA TORRE aka "MOIRA" referred to as the "ARTIST", with business address at UNIT 205 CORPORATE 145 BUILDING MO. IGNACIA STREET, SOUTH TRIANGLE, QUEZON CITY represented by **CORNERSTONE ENTERTAINMENT INC.** through **ERICKSON RAYMUNDO** ("Manager").

WITNESSETH

That the PRODUCER is engaged in producing diverse services for any event and occasion, and the PRODUCER has contracted the services of the said ARTIST under the following terms and conditions:

1. The Artist is hereby retained by the Producer to perform a show as follow:

- A. Date of Performance: DECEMBER 28, 2018
- B. Event: HALAD PASALAMAT
- C. Artist's Performance Time: TBC
- D. Call time: One hour before actual performance time
- E. Scope of Service: 5 SONGS WITH BAND
- F. Venue: ORMOC CITY STAGE, LEYTE
- G. Talent Fee: P400,000.00 (NET)
- H. Payment Terms:

* That this contract is deemed valid and effective upon signing. There will be NO show unless the balance is paid on the dates stated on this contract as agreed by both parties.

- a. **FIFTY PERCENT (50%) Down Payment IN CASH or TWO HUNDRED THOUSAND PESOS 00/100 ONLY (P200,000.00)** down payment directly deposited to Banco De Oro (BDO) ABS- CBN branch under Savings Account no. 563-0394-135 in the name of Cornerstone Entertainment Inc., with a copy of the Deposit Slip as proof of payment, - TO BE PAID ON OR BEFORE NOVEMBER 27, 2018

A Manager's Check for TWO HUNDRED THOUSAND PESOS 00/100 ONLY (P200,000.00) payable to Cornerstone Entertainment Inc. – TO BE PAID ON OR BEFORE DECEMBER 21, 2018

2. Additional Terms and Conditions:

That **PRODUCER** shall provide the following:

- a. Performance Venue & Stage
- b. Dressing Room for the **ARTIST** and companions (6 pax)
- c. Food and drinks for the **ARTIST** and companions (6 pax). The producer shall provide breakfast, lunch and dinner meals for the whole entourage.
- d. For fly in requirements, total of 7 roundtrip airline tickets for the whole entourage Philippine Airlines (1 Business class for **ARTIST** and 6 Premium Economy for companions) inclusive of Travel insurance and terminal fees. Inland transfers to and from the airport as well as mobility provision around the city throughout the stay of the artist.
- e. For land travel requirements, Travel insurance, toll fees and transportation.
- f. That artist and companions shall be covered with travel and accident insurance policy of ONE MILLION PESOS (P 1,000,000.00).
- g. Comfortable hotel accommodations for the entire duration of stay. Hotel rooms (1 room for artist and 3 rooms for the companions with 2 beds each room)
- h. Sufficient security so that no unauthorized persons will have access to the stage area and backstage area.
- i. Professional Sound and Light system from reputable supplier and excellent technician. The supplier will provide the requirements as stated in our Technical Rider (to be coordinated with the road manager assigned).
- j. Itinerary, sequence guide and detailed information about the event to be given to **ARTIST** at least one (1) week before the event.
- k. That this does not authorize **PRODUCER** or any other party to assign the rights of the aforementioned performance to a third party without the written consent of the **TALENT**.
- l. That no portion of the stated performance shall be filmed, audio-recorded or video-taped for commercial purposes.
- m. **All images to be used in all forms of event collaterals shall solely come from the MANAGER. Likewise, all event collaterals/publicity materials, event title and Artist billing shall be subject to the approval of the MANAGER before its use.**

3. **TERMS FOR CANCELLATION:**

- a. In the event of cancellation or postponement of the Project(s)/Show(s), due to force majeure causes such as social unrest, war, sickness, extreme weather conditions, riots and civil disturbances, **Producer, Artist and Manager shall re-schedule the Project(s)/Show(s) on mutually convenient dates. All payments of Talent Fees so far made by Producer shall apply for the re-scheduled Project(s)/Show(s) within thirty (30) days from the cancellation or postponement of the Project(s)/Show(s), or should it be impossible to re-stage the Project(s)/Show(s), neither party being at fault,, all Talent Fees paid to Artist shall be no longer be returned to the Producer.**
- b. In the event **PRODUCER** cancels the engagement herein for reasons not considered as fortuitous events, force majeure or "acts of god", **PRODUCER** shall forfeit to **TALENT** the full amount 100% of the contract PRICE or **FOUR HUNDRED THOUSAND PESOS and 00/100 (P400,000.00) as damages.**
- c. In case, **PRODUCER** postpones the engagement for any reasons other than fortuitous event, force majeure or "acts of god," the following rules shall apply:

- I. If the show is postponed to another date within thirty (30) days after the original show date, all payments received by the talent shall apply to the re-scheduled date, plus a postponement fee of 50% of the contracted price

- V. The **MANAGER** has the option to cancel the appearance/performance of the **ARTIST** in the event immediately upon **failure** of the producer to follow the agreed payment terms.
- VI. **ARTIST** has the option to pull out of the event if there shall be any undisclosed political information or any major sponsor/s from the Producer/Booking Agent behind the event that is in conflict with the artist current endorsements.
- VII. In the event of sickness of the artist, artist shall immediately notify the producer and shall likewise provide the reliever for the absentee performer. Reliever shall be of the same caliber as the absentee performer and shall receive the same net budget. Relievers must be approved by the authorized representative of the promoter before performances.
- VIII. For ticket-selling events: Should the Producer cancel any of the performance date due to poor selling of tickets, due to lack of promotional and marketing capabilities, the producer is liable to **pay the full amount 100% of the contract PRICE**.

4. NAME AND LIKENESS

- a. Producer shall have the limited right to use Talent's name, photograph, likeness, voice and/or biographical material for the purpose of promoting and advertising the Project(s)/Show(s), which right in no case extend beyond the Performance Schedule or Other Schedule.
- b. Producer shall not solicit or secure any sponsor or presenter for the Project(s)/Show(s) which are in competition with any product or service with which Talent has existing endorsement agreements. Producer shall furnish Talent a written list of all sponsors and presentors for the Project(s)/Show(s). In no case Talent be obliged to acknowledge any sponsor or presenter during the Project(s)/Show(s) without the express consent of Talent and Manager.
- c. This Agreement does not confer on Producer any right or authority to make and distribute to the public any fixation of Talent's performance in the Project(s)/Show(s), except that Producer may make and keep an audio-visual or sound recording of Talent's performance exclusively for private and non-commercial use.

5. WARRANTIES AND REPRESENTATIONS

- a. Each party warrants and represents to the other that it has power and authority to enter into this Agreement.
- b. The party in breach shall indemnify and hold the other free and harmless from and against all claims that may arise by reason of the breaching party's violation of warranties, representations and obligations in this Agreement.

6. GENERAL PROVISIONS

- a. Nothing in this Agreement shall be deemed to establish an employer-employee relationship between Talent and Producer.
- b. This Agreement constitutes the complete and final agreement between parties and supersedes and all prior agreements and negotiations between the parties concerning the subject matter of this Agreement.

This agreement and attached rider incorporated herein, is binding and valid only when signed by the parties below.

" Annex B "

ENTERTAINMENT CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this 29th day of November 2018 by and between: JAIME V. HERNANDEZ JR., Artist Manager of TROPICAL DEPRESSION with ADDRESS #2341 Osmeña St. Brgy Valenzuela, Makati City, TIN: 257-549-664-000 herein after referred to as the ARTISTS;

- And -

LGU-ORMOC CITY, represented by HON. RICHARD I. GOMEZ, as Mayor of Ormoc City, Province of Leyte, referred to as the PRODUCER.

WITNESSETH: THAT,

Whereas, the PRODUCER has engaged the services of the ARTISTS for the following show:

YEAREND CELEBRATION 2018

Halad Pasalamat

December 28, 2018

8:00PM-12:00MN

Ormoc City Stage Ormoc City, Province of Leyte

NOW, THEREFORE, the ARTISTS and PRODUCER, by these presents, do hereby enter into an Entertainment Contract, whereby the PRODUCER engages the services of the ARTISTS under the following terms and conditions:

1. ARTISTS shall be performing a 45minutes live show on December 28, 2018 between 8:00 in the evening and 12:00 midnight at Ormoc City Stage, Ormoc City, Province of Leyte.
2. PRODUCER shall pay the ARTISTS a total amount of PESOS: ONE HUNDRED FIFTY THOUSAND PESOS (P150,000.00), NET OF TAX, to be paid in the following manner;
 - a. Producer will pay a down payment of SEVENTY FIVE THOUSAND PESOS (P75, 000.00) from the total agreed talent fee of ARTIST in CASH upon signing of contract
Eastwest Bank Account number: 2000-1502-955-1
China Bank Account number: 1504-00-00014-1
 - b. The balance of SEVENTY FIVE THOUSAND PESOS (P75, 000.00) should be paid in CASH before the ARTISTS performance on the event day.
3. PRODUCER shall provide the following for the ARTISTS;
 - a. PRODUCER should provide TWELVE (12) Roundtrip Airfare tickets from Manila-Tacloban-Ormoc and Ormoc-Tacloban- Manila VIA Air Asia for the entire entourage of the ARTISTS, with 320kls baggage allowance. PRODUCER should also provide land transportation for the exclusive use of the ARTIST and its entourage for the entire duration of the ARTISTS' stay.
 - b. PRODUCER should provide Hotel Accommodation (4 ROOMS), for the ARTISTS and its designated assistant for the duration of the said show date.
 - c. Meals, snacks and mineral water for artists and designated assistant during the entire duration of the entourage's stay at the place of performance.

- d. ARTISTS and its designated assistant shall be provided with necessary security as well as full legal and medical protection during the entire duration of the said show date.
- c. PRODUCER should provide complete LIGHTS & SOUNDS SYSTEM with based set up based on the TECHNICAL RIDER provided by the ARTISTS.
4. The performance can be filmed, audio or video recorded by the Producer/Organizer.
5. ARTISTS' participation for promotional purposes, i.e, press conference, Radio/TV appearances, and other similar promotional activities shall be upon mutual consent and agreement.
6. PRODUCER and ARTISTS shall bind themselves to the full and proper execution of this contract and shall in no way jeopardize its consummation. PRODUCER shall act at its best capacity to attend and supervise totality of the show production.
7. In the event that the PRODUCER cancels the engagement or is unable to perform its obligation under this contract for reasons not attributable to the ARTIST and provided that the reason for the cancellation are not considered fortuitous events nor "Acts of God", the PRODUCER shall forfeit to the ARTIST any and all payments already made.
8. If the ARTIST cancels the engagement or is unable to perform its obligation under this contract for reasons not attributable to the PRODUCER, and provide that the reasons for the cancellation are not considered fortuitous, nor "Acts of God", the ARTIST shall be obligated to return whatever payments or deposits already made.
9. Should the engagement be cancelled by reasons or as consequence of a fortuitous events or "Acts of God" or other acts though foreseen, cannot be reasonably prevented by the parties, the PRODUCER shall agree to move the date(s) of engagement which shall be agreed upon by both parties, show should be re scheduled only within 190 days from the original show date.
10. PRODUCER and ARTIST agree and warrant that they have full understanding of the terms and conditions set forth in this contract. In case any legal suit that may arise out of this contract, the parties hereto agree that the proper Philippines courts shall have jurisdiction over the case and further, that the attorney's fees equivalent to 25% of the amount in dispute shall be added to the cost of the suit as maybe deemed proper by the court.

WITNESS WHEREOF, the parties have hereunto signed this 29th day of NOVEMBER, 2018 at Metro Manila, Philippines.

JAIME V. HERNANDEZ JR.
Manager

RICHARD I. GOMEZ
Producer

"Annex C =

ENTERTAINMENT CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this 29th day of November 2018 by and between: ACE RONN A. MINA a.k.a IYAH with KENNETH C. OCAMPO a.k.a TETAY, Artists with ADDRESS #53 G V Luzon St. Brgy Sangandaan Proj 8, Quezon City, TIN: 419-727-446 herein after referred to as the ARTISTS;

- And -

LGU-ORMOC CITY, represented by HON. RICHARD I. GOMEZ, as Mayor of Ormoc City, Province of Leyte, referred to as the PRODUCER.

WITNESSETH: THAT,

Whereas, the PRODUCER has engaged the services of the ARTISTS for the following show:

YEAREND CELEBRATION 2018

Halad Pasalamat

December 28, 2018

8:00PM-12:00MN

Ormoc City Stage Ormoc City, Province of Leyte

NOW, THEREFORE, the ARTISTS and PRODUCER, by these presents, do hereby enter into an Entertainment Contract, whereby the PRODUCER engages the services of the ARTISTS under the following terms and conditions:

1. ARTISTS shall be performing a 1 hour live show on December 28, 2018 between 8:00 in the evening and 12:00 midnight at Ormoc City Stage, Ormoc City, Province of Leyte.
2. PRODUCER shall pay the ARTISTS a total amount of PESOS: ONE HUNDRED FORTY THOUSAND PESOS (P140,000.00), NET OF TAX, to be paid in the following manner:
 - a. Producer will pay a down payment of EIGHTY THOUSAND PESOS (P80, 000.00) from the total agreed talent fee of ARTIST in CASH upon signing of contract
BDO Account number: 001160300451
 - b. The balance of EIGHTY THOUSAND PESOS (P80, 000.00) should be paid in CASH before the ARTISTS performance on the event day.
3. PRODUCER shall provide the following for the ARTISTS;
 - a. PRODUCER should provide THREE (3) Roundtrip Airfare tickets from Manila-Tacloban-Ormoc and Ormoc-Tacloban- Manila VIA Air Asia for the entire entourage of the ARTISTS, with 80kls baggage allowance. PRODUCER should also provide land transportation for the exclusive use of the ARTIST and its entourage for the entire duration of the ARTISTS' stay.
 - b. PRODUCER should provide Hotel Accommodation (2 ROOMS), for the ARTISTS and its designated assistant for the duration of the said show date.
 - c. Meals, snacks and mineral water for artists and designated assistant during the entire duration of the entourage's stay at the place of performance.
 - d. ARTISTS and its designated assistant shall be provided with

necessary security as well as full legal and medical protection during the entire duration of the said show date.

c. PRODUCER should provide complete LIGHTS & SOUNDS SYSTEM with based set up based on the TECHNICAL RIDER provided by the ARTISTS.

4. The performance can be filmed, audio or video recorded by the Producer/Organizer.
5. ARTISTS' participation for promotional purposes, i.e., press conference, Radio/TV appearances, and other similar promotional activities shall be upon mutual consent and agreement.
6. PRODUCER and ARTISTS shall bind themselves to the full and proper execution of this contract and shall in no way jeopardize its consummation. PRODUCER shall act at its best capacity to attend and supervise totality of the show production.
7. In the event that the PRODUCER cancels the engagement or is unable to perform its obligation under this contract for reasons not attributable to the ARTIST and provided that the reason for the cancellation are not considered fortuitous events nor "Acts of God", the PRODUCER shall forfeit to the ARTIST any and all payments already made.
8. If the ARTIST cancels the engagement or is unable to perform its obligation under this contract for reasons not attributable to the PRODUCER, and provide that the reasons for the cancellation are not considered fortuitous, nor "Acts of God", the ARTIST shall be obligated to return whatever payments or deposits already made.
9. Should the engagement be cancelled by reasons or as consequence of a fortuitous events or "Acts of God" or other acts though foreseen, cannot be reasonably prevented by the parties, the PRODUCER shall agree to move the date(s) of engagement which shall be agreed upon by both parties, show should be re scheduled only within 190 days from the original show date.
10. PRODUCER and ARTIST agree and warrant that they have full understanding of the terms and conditions set forth in this contract. In case any legal suit that may arise out of this contract, the parties hereto agree that the proper Philippines courts shall have jurisdiction over the case and further, that the attorney's fees equivalent to 25% of the amount in dispute shall be added to the cost of the suit as may be deemed proper by the court.

WITNESS WHEREOF, the parties have hereunto signed this 29th day of NOVEMBER, 2018 at Metro Manila, Philippines.

ACE RONN A. MINA
Artist

RICHARD I. GOMEZ
Producer

OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte



22 November 2018

VICE MAYOR'S OFFICE
RECEIVED
DATE: 22 NOV 2018

MA. VICTORIA LYRA P. DELA CERNA RRT, MBA-HA, MPA
City Govt. Asst. Dept Head I
City Mayor's Office
LGU – Ormoc City

NOV 22 2018

Agus 9:08 a.m.

Re: Review of Draft Entertainment Contracts

RECEIVED

DATE: 11-22-18

TIME: 9:10

SIGNATURE: *JMA*

References:

1. Referral dated 22 November 2018 requesting comment.
2. Draft entertainment contracts (3).

Dear Ms. Dela Cerna:

1. Per reference 1, this Office has reviewed the entertainment contracts between the City and Jaime V. Hernandez Jr., Erickson Raymundo, and Ace Ronn A. Mina and Kenneth Ocampo, for performances on 28 December 2018 in connection with the yearend celebration activities of the City.
2. After review, this Office finds said contracts to be within the powers of the City pursuant to Sec. 53.6.1(a) of the 2016 Revised IRR of RA 9184 (the Government Procurement Reform Act), and finds the nothing legally objectionable to the basis, substance and purpose thereof. The same is likewise found to be in order, not detrimental to the interests of the City, not contrary to law, morals, good customs, public policy and public order.
3. This Office recommends approval of said contracts and further recommends that an SP Resolution be secured for the authority of the Mayor to sign the same.
4. For the consideration of the CMO.

For the City Legal Officer:

Most Respectfully,

ATTY. JESUS MANUEL A. HORCA III
City Govt. Asst. Dept. Head
Assistant City Legal Officer

New Ormoc City Hall, Aunubing St., Cogon, Ormoc City
(053)255-7395 loc. 1010 ++ clo.ormoc@gmail.com



CORNERSTONE

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract Agreement is made and entered into this **5h day of DECEMBER 2018** in Quezon City by and between:

RICHARD I. GOMEZ representing **LGU - ORMOC**, Filipino, of legal age with business address at **2ND FLR, NEW CITY HALL, ANNUBING ST. BRGY. COGON ORMOC CITY LEYTE** as its duly authorized representative hereinafter referred to as the **"PRODUCER"**;

and

MOIRA DELA TORRE aka **"MOIRA"** referred to as the **"ARTIST"**, with business address at **UNIT 205 CORPORATE 145 BUILDING MO. IGNACIA STREET, SOUTH TRIANGLE, QUEZON CITY** represented by **CORNERSTONE ENTERTAINMENT INC.** through **ERICKSON RAYMUNDO ("Manager")**.

WITNESSETH

That the PRODUCER is engaged in producing diverse services for any event and occasion, and the PRODUCER has contracted the services of the said ARTIST under the following terms and conditions:

1. The Artist is hereby retained by the Producer to perform a show as follow:
 - A. Date of Performance: **DECEMBER 28, 2018**
 - B. Event: **HALAD PASALAMAT**
 - C. Artist's Performance Time: **TBC**
 - D. Call time: **One hour before actual performance time**
 - E. Scope of Service: **5 SONGS WITH BAND**
 - F. Venue: **ORMOC CITY STAGE, LEYTE**
 - G. Talent Fee: **P433,269.96 (inclusive of 12% VAT, NET of 15% WHT)**

*Client is responsible for paying all required withholding taxes to the appropriate government agency.

GROSS OF ALL TAXES	P532,319.39
LOCAL TAX (75% OF 1%)	P3,992.40
WITHHOLDING TAX 15% (FORM 2307)	P71,292.78
NET OF WITHHOLDING TAX	P400,000.00
VALUE ADDED TAX 12%	P23,764.26
CHECK AMOUNT	P433,269.95

H. Payment Terms:

* That this contract is deemed valid and effective upon signing. There will be NO show unless the balance is paid on the dates stated on this contract as agreed by both parties.

- a. **FIFTY PERCENT (50%) Down Payment IN CASH or TWO HUNDRED SIXTEEN THOUSAND SIX HUNDRED THIRTY FOUR AND 98/100 ONLY (P216,634.98)** down payment directly deposited to Banco De Oro (BDO) ABS-CBN branch under Savings Account no. 563-0394-135 in the name of Cornerstone Entertainment Inc., with a copy of the Deposit Slip as proof of payment, - TO BE PAID ON OR BEFORE DECEMBER 7, 2018

OR

A **MANAGER'S** check for **TWO HUNDRED SIXTEEN THOUSAND SIX HUNDRED THIRTY FOUR AND 98/100 ONLY (P216,634.98)** issued by the CLIENT and made payable to Cornerstone Entertainment Inc. upon the signing of this Agreement. – TO BE PAID ON OR BEFORE DECEMBER 7, 2018

- b. **FIFTY PERCENT (50%) Balance Payment or TWO HUNDRED SIXTEEN THOUSAND SIX HUNDRED THIRTY FOUR AND 98/100 ONLY (P216,634.98)** balance payment in cash,

OR

A **Manager's Check** for **TWO HUNDRED SIXTEEN THOUSAND SIX HUNDRED THIRTY FOUR AND 98/100 ONLY (P216,634.98)** payable to Cornerstone Entertainment Inc. – TO BE PAID ON OR BEFORE DECEMBER 21, 2018

2. Additional Terms and Conditions:

That **PRODUCER** shall provide the following:

- a. Performance Venue & Stage
- b. Dressing Room for the **ARTIST** and companions (6 pax)
- c. Food and drinks for the **ARTIST** and companions (6 pax). The producer shall provide breakfast, lunch and dinner meals for the whole entourage.
- d. For fly in requirements, total of 7 roundtrip airline tickets for the whole entourage Philippine Airlines (1 Business class for **ARTIST** and 6 Premium Economy for companions) inclusive of Travel insurance and terminal fees. Inland transfers to and from the airport as well as mobility provision around the city throughout the stay of the artist.
- e. For land travel requirements, Travel insurance, toll fees and transportation.
- f. That artist and companions shall be covered with travel and accident insurance policy of ONE MILLION PESOS (P 1,000,000.00).
- g. Comfortable hotel accommodations for the entire duration of stay. Hotel rooms (1 room for artist and 3 rooms for the companions with 2 beds each room)
- h. Sufficient security so that no unauthorized persons will have access to the stage area and backstage area.
- i. Professional Sound and Light system from reputable supplier and excellent technician. The supplier will provide the requirements as stated in our Technical Rider (to be coordinated with the road manager assigned).
- j. Itinerary, sequence guide and detailed information about the event to be given to **ARTIST** at least one (1) week before the event.
- k. That this does not authorize **PRODUCER** or any other party to assign the rights of the aforementioned performance to a third party without the written consent of the **TALENT**.
- l. That no portion of the stated performance shall be filmed, audio-recorded or video-taped for commercial purposes.
- m. **All images to be used in all forms of event collaterals shall solely come from the MANAGER. Likewise, all event collaterals/publicity materials, event title and Artist billing shall be subject to the approval of the MANAGER before its use.**

3. **TERMS FOR CANCELLATION:**

- a. In the event of cancellation or postponement of the Project(s)/Show(s), due to force majeure causes such as social unrest, war, sickness, extreme weather conditions, riots and civil disturbances, Producer, Artist and Manager shall re-schedule the Project(s)/Show(s) on mutually convenient dates. All payments of Talent Fees so far made by Producer shall apply for the re-scheduled Project(s)/Show(s) within thirty (30) days from the cancellation or postponement of the Project(s)/Show(s), or should it be impossible to re-stage the Project(s)/Show(s), neither party being at fault,, all Talent Fees paid to Artist shall be no longer be returned to the Producer.
- b. In the event **PRODUCER** cancels the engagement herein for reasons not considered as fortuitous events, force majeure or "acts of god", **PRODUCER** shall forfeit to **TALENT** the full amount 100% of the contract PRICE or **FOUR HUNDRED THIRTY THREE THOUSAND TWO HUNDRED SIXTY NINE PESOS and 95/100 (phP 433,269.95) as damages.**
- c. In case, **PRODUCER** postpones the engagement for any reasons other than fortuitous event, force majeure or "acts of god," the following rules shall apply:

- I. If the show is postponed to another date within thirty (30) days after the original show date, all payments received by the talent shall apply to the re-scheduled date, plus a postponement fee of 50% of the contracted price.

- a. Nothing in this Agreement shall be deemed to establish an employer-employee relationship between Talent and Producer.
- b. This Agreement constitutes the complete and final agreement between parties and supersedes and all prior agreements and negotiations between the parties concerning the subject matter of this Agreement.

Republic of the Philippines)
City of Ormoc) S.S


BEFORE ME, a Notary Public for and in the City of Ormoc,
Philippines, this day of MAR 01 2019, in the City of Ormoc,
Leyte, personally appeared above parties who exhibited the
following competent evidence of their respective identities:

PARTY(IES)	COMPETENT EVIDENCE OF IDENTITY
RICHARD I. GOMEZ	ND 1-05-028343
X	X

And acknowledge to me that the foregoing is their free and
voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and place
above-written.

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Series of 2019.


ATTY. JASPER M. LUCERO
Notary Public for the City of Ormoc
Municipalities of Kananga, Matag-ob, Merida
Isabel, Leyte under NC No. ORM-17-12-009
My commission expires on December 31, 2019
PTR No. 5855775 / Ormoc City / 1-14-2019
IBP No. 074623 / Leyte / 2-20-2019
Roll No. 45391, May 8, 2000
TIN # 917-641-378