

SUPPLEMENTAL CONTRACT

KNOW ALL MEN BY THESE PRESENTS

This Supplemental Contract entered into by and between:

Anent the Contract entered into by and between the **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES "CLIENT"** and the **E CROWN HOTEL AND RESORT - VIRAC INC. "HOTEL"**, dated May 24, 2023, and entered in the Notarial Book of Atty. Carmela Dawn B. Gianan Document No. 467, Page No. 95, Book 5, Series of 2023, hereinafter referred to as the "Original Contract" (Annex A) same has been agreed to have this Amendment Contract such that;

WHEREAS, Item A of the Original Contract states that:

A. OBLIGATIONS OF PCAF

1. *Allocate and disburse funds in the total amount of **Three Hundred Eighty Two Thousand Five Hundred Pesos (PhP 382,500.00)** to **E Crown Hotel and Resort - Virac, Inc.** for the procurement of one (1) lot meals and accommodation for the conduct of the **Abaca National Stakeholders' Dialogue** on May 30 - June 01 in Virac, Catanduanes; and*
2. *Pay the **HOTEL** after completion of the activity and receipt of the billing statement.*

WHEREAS, the original date of the **Abaca National Stakeholders' Dialogue** was on 30 May - 01 June 2023. The activity will feature presentations and discussions on different topics divided into three sessions, as follows: (1) industry briefer; (2) opportunities and challenges; and (3) new approaches and policy directions;

WHEREAS, a site inspection on the Abaca Tuxy Buying Station Project (ATBSP) in Caramoran, Catanduanes will be conducted *in Caramoran, Catanduanes on 01 June 2023*. This will help gather inputs and recommendations from the farmers on the ground, as well as witness firsthand the impact of government interventions on the abaca stakeholders;

WHEREAS, due to the conduct of onsite inspection of the Abaca Tuxy Buying Station Project - an additional one day accommodation and meals will be made including van rental from and to project site in Caramoran, Catanduanes;

WHEREAS, the Supplier also provides van rental which could accommodate the requirement of the PCAF relative to onsite inspection;

CONSEQUENTLY, additional cost will be incurred, hence, the **SUPPLIER** shall issue a separate Statement of Account to PCAF, amounting to **SEVENTY THOUSAND FIVE HUNDRED PESOS (PhP 70,500.00)**, representing the **meals and accommodation** of 25 pax who will participate to the site inspection, including van rental to ferry the participants to and from the project site.



WHEREAS, item No. 4 of the Original Contract states that:


Additional meals and accommodation required by the CLIENT may be allowed by the HOTEL provided that written notification shall be advised at least Seventy-Two (72) hours prior to the check-in date and is subject to availability.

All other provisions of the Original Contract shall remain enforced.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature this ___ day _____, 2023 at _____, Philippines.

**PHILIPPINE COUNCIL FOR
AGRICULTURE AND FISHERIES**

E CROWN HOTEL & RESORT - VIRAC, INC.


NESTOR D. DOMENDEN
Executive Director III


JESY R. ZAFE
Authorized Representative

Signed in the Presence of:

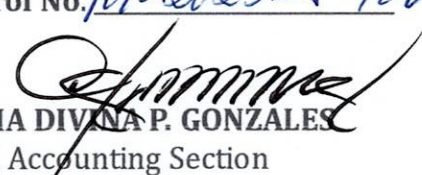

ENGR. FRANCIA M. MACALINTAL
OIC Chief, Policy Development and Coordination Division

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES

ALLOTMENT AVAILABLE: \$70,000.00
BS No. 02-101101-2023-05-540

FUNDS AVAILABLE: 70,000.00
Control No. 101-2023-5-106


JOSE REDENTOR H. BESENIO
Chief, Budget Section


MARIA DIVINA P. GONZALES
Chief, Accounting Section

Regal Memories Across the Sea

ACKNOWLEDGEMENT

Republic of the Philippines)
 :
 Elliptical Road, Diliman, Quezon City)


Before me, Notary Public for and in _____ this 3 day of MAY 2023 2023 appeared the following persons presenting to me their respective identifications, to wit:

Affiant	Passport No./CTC No.	Issued at	Issued on
NESTOR D. DOMENDEN	PCAF ID # 2022-02	PCAF, QC	SEPT 15, 2022
JESY R. ZAFE	Phil ID: 3580-4661-3421-5967		

Known to me to be the same persons who executed and voluntarily signed the foregoing Contract which they acknowledged before me as their own free and voluntarily act and deed with full authority to sign in that capacity.

This instrument, consisting of three (3) pages including this page on which this Acknowledgement is written, has been signed on the left margin of each and every page thereof by the parties and their witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, this 3 day of MAY 2023 at Virac, Catanduanes .


ATTY. CARMELA DAWN B. GIANAN
 Notary Public - Virac, Catanduanes
 Commission Expires December 31, 2024
 IBP No. 260599; 1/05/2023; Pasig
 PTR No. 0227553N; 1/3/2023; Virac
 MCLE Compliant Notary Public as per
 Governing Board Order 1-2008, 04 July 2008
 Roll No. 77925

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**LEASE OF VENUE, CATETING SERVICES WITH ACCOMMODATIONS
RESERVATION CONTRACT ("CONTRACT")**

Date: May 19, 2023

This agreement entered by and between

E CROWN HOTEL & RESORT - VIRAC, INC., a hotel business entity located at #206 Rizal Avenue, San Vicente, Virac, Catanduanes, referred as the the HOTEL

-and-

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF) with principal address at 2nd Floor Apacible Hall, DA Compound, Elliptical Road, Diliman, Quezon City, referred as the CLIENT

(The HOTEL and the CLIENT shall be collectively referred to herein as "Parties" and individual as a "Party")

WITNESSETH:

WHEREAS, the CLIENT booked the **Function Room** with a minimum guarantee of **100** guest for the **ABACA National Stakeholders Dialogue on May 30 to June 01, 2023**;

WHEREAS, the HOTEL has the capability to provide the venue on the above-mentioned dates and meals with the details below at a reasonable cost;

NOW, THEREFORE, the PARTIES both hereunto have agreed, as they here by agree in consideration herein stipulated as follow;

LEASE OF VENUE ARRANGEMENT

Dates	Start Time	End Time	Function Name	Setup	Pax	Meal Requirements
May 30, 2023	12:00 Noon	9:00 PM	Sala Funzioni	Fishbone or Round Table	75	Managed Buffet Lunch PM snacks Managed Buffet Dinner
May 30, 2023	12:00 Noon	9:00 PM	Sala Funzioni	Fishbone or Round Table	25	AM Snacks Managed Buffet Lunch PM snacks
May 31, 2023	8:00 AM	9:00 PM	Sala Funzioni	Fishbone or Round Table	75	Managed Buffet Breakfast AM Snacks Managed Buffet Lunch PM snacks Managed Buffet Dinner
May 31, 2023	8:00 AM	9:00 PM	Sala Funzioni	Fishbone or Round Table	25	AM Snacks Managed Buffet Lunch PM snacks

Regal Memories Across the Sea


• E-mail Address: ecrownhotel@gmail.com • Contact Numbers: 0961-463-7148/0956-761-9081
San Vicente, Virac, Catanduanes

May 31, 2023		7:00 PM	Sala Funzioni	Fishbone or Round Table	100	Evening Meals
June 01, 2023	8:00 AM	12:00 Noon	Sala Funzioni	Fishbone or Round Table	75	Managed Buffet Breakfast Packed AM snacks

SUMMARY OF EVENT CHARGES			
Date	Package	No of Pax / Rate in PHP	Daily Total in PHP
May 30-31, 2023 to June 01, 2023	Meals and Accommodation @ 75 pax @ 2 days	75 x 2,100.00	315,000.00
May 31, 2023	Dinner for 100 pax	100 x 200.00	20,000.00
May 30-31, 2023	Meals only @ 2 days	25 x 950.00	47,500.00
		Total Charges	PHP 382,500.00

Inclusions:

- *Hotel Room Accommodations for seventy-five (75) pax
- *Use of venue for 3 days and 2 days evening sessions (well-lighted and could accommodate participants up to 120 pax for fish bone/and or round table set-up with technical operation staff)
- *Use of LCD Projector and wide Screen, free use of electricity for laptops, LCDs and printers.
- *Use of Sound System
- *Complimentary Coffee/Tea and purified water during sessions
- *Complimentary one (1) Secretariat Room, welcome streamer and back-up tarpaulin
- *Wi-Fi internet access for the duration of the event
- *In-house medical service
- *24Hrs stand-by generator


NESTOR D. DOMENDEN
 Executive Director III
CLIENT NAME & SIGNATURE

OTHER APPLICABLE RATES:

- Extension Room Rental Rate** **PHP 1,500.00 net per succeeding hour**
 In excess of the above contracted time
- Electrical Fee** **PHP 5,000.00 net per unit /per day or duration**
 For LED wall, additional sounds and lights, band

Please be informed that the hotel will provide an allowance of 10% for both set-up and food preparation. In case the actual number of attendees exceeds the 10% allowance or any overflow beyond the 10% buffer, the hotel will charge additional 10% on top of the original menu rate per person.

We will do our utmost to manage the overflow set-up and menu based on availability and chef's direction. The client should also undertake to advise their guest of the situation.

- *Maximum Banquet capacity is subject to change depending on the event layout required
- * Rates are valid for this period or event only.

SUMMARY OF CHARGES	
Total Meals, Accommodation and Venue Charges	PHP 382,500.00 net
TOTAL CHARGES	PHP 382,500.00 net

1. BILLING AND PAYMENT ARRANGEMENT

CHARGES

Total event charges for **PHP 382,500.00 net** to be billed to the **CLIENT**.

Incidental charges to be billed to the guest's account and should be settled upon via Land Bank Account

BILLING

Full payment of the Lease of Venue amounting to Three Hundred Eighty-Two Thousand Five Hundred Pesos (PHP 382,500.00) to be settled on within 30 days from the receipt of the billing documents.

PAYMENT SETTLEMENT

The **HOTEL** will allow send bill arrangement. If through check, Company cheque has to be made payable to **E CROWN HOTEL AND RESORT VIRAC, INC.**

BANK NAME : LAND BANK OF THE PHILIPPINES

ACCOUNT NO : Savings Account 0891-2706-31

SWIFT CODE : TLBPPHMMXXX

TIN NO : 010 296 742 0000

2. OFFICIAL SIGNATORY:

That **Ms. Ahbel A. Milanés** is the authorized person to sign for the **Lease of Venue charges** in behalf of the **CLIENT**.

3. COMMUNITY QUARANTINE REGULATIONS

In compliance with applicable government guidelines and regulation applicable during Alert Level 1, the Hotel shall allow and accommodate only such number of guests in the Function Room up to maximum of one hundred percent (100%) of the venue or seating capacity, or a maximum of **150** persons. The **CLIENT** acknowledges that it has been informed of this regulation and the corresponding maximum number of allowed persons in the venue, and undertakes that it will comply, and shall also comply with the applicable social distancing and other such protocols that may be implemented by the **HOTEL** pursuant to the applicable government guidelines and regulations, which may include prohibition of buffet service, requirements for participants to fill out health declaration and contract tracing form, wearing of face mask and face shields when require by regulation, submitting to temperature checks and following good hand hygiene throughout their in the **HOTEL**.

The **CLIENT** understands that the **HOTEL** is accepting **CLIENT**'s booking subject to the declaration by appropriate government agencies of alert Levels and that **HOTEL** shall be allowed by relevant regulation to accommodate **CLIENT**'s banquet arrangements. Should government regulations existing on or otherwise prevent the **HOTEL** from complying with its obligations for **CLIENT**'s booking as provide herein, then the **HOTEL** reserves the right to designate and provide an alternative venue to the **CLIENT** that will be suitable to its requirements, if one available. Otherwise, **HOTEL** may cancel the booking without any cancellation fees, or the **CLIENT** may agree to reschedule the event at a later date.

4. REVISION/AMENDMENT

- Additional meals and accommodation required by the **CLIENT** may be allowed by the **HOTEL** provide that written notification shall be advised at least Seventy-Two (72) hours prior the check-In date and is subject to availability.
- Additional room required by the **CLIENT** is subject to room availability.

5. CANCELLATION POLICY

In case of CANCELLATION and /or NO-SHOW by the **CLIENT** for whatever reason, please refer to the corresponding charges that will apply in favour of the **HOTEL** for any room cancellation or postponement made after contract signing:

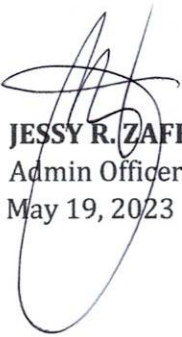
- 46 days and above (26 days & above) charges 50% of total room & banquet charges
- 31 to 45 days prior to arrival date (15 to 25days) charges 70% of total room & banquet charges
- 30 days or less prior to event /arrival date (10 days) charge 100% of total room & banquet charges

6. The **HOTEL** shall not allow leftover foods to be packed or to be brought inside the room or outside the hotel.
7. Bring in of food and drink from outside shall not be allowed inside the hotel. **HOTEL** has the right to refuse entry of all other food and beverage items that was brought and prepared outside the hotel.
8. The **HOTEL** strictly prohibits racking, sticking and/or hammering any material in the walls, ceiling, floor doors, and fixture of the venue. In case of damages, the client agreed to be accordingly. (Separate terms and conditions will be issued for any bookings that require such requirements.
9. The **HOTEL** reserves the right to change the menu as indicated in the Banquet Event Order, in the event of unavailability of raw materials and other justified reasons. In case of justified change in the menu, prices will be adjusted.
10. The **HOTEL** reserves the right, upon notice given to the **CLIENT** one day in advance to assign an alternate room should the contracted room become unavailable for any reason whatsoever.
11. The **CLIENT** shall be held solely responsible for the security and safe keeping of any and all article (s) brought into the premises of the **HOTEL** during the former hereby release the latter from any and all liability whatsoever in case of any loss, damage or injury to any aforesaid article (s): except when the **CLIENT** declare such article to the **HOTEL** for proper safekeeping.


12. However, any loss, damage or injury that the **HOTEL** and/or the HOTEL's guest may suffer directly attribute to the acts or omission of the **CLIENT** and/or guest of the **CLIENT** during the contracted event shall be for the account and/or liability of the **CLIENT's**. If the **CLIENT** property (or any part thereof) is not claimed within 24 hours after the last schedule day of the event, the **HOTEL** shall be entitled to dispose of the **CLIENT's** property in any way it deems fit without any liability whatsoever.
13. The **CLIENT** acknowledge that COVID-19 infection have been confirmed throughout the Philippines, including several case in Bicol Region. The **CLIENT** acknowledges that it understand and appreciate both the known and potential consequences of utilizing the facilities or premise of the Hotel and acknowledge that its use thereof or presence therein may, despite the Hotel's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could in turn result in quarantine requirements, illness disability, and /or death. With full awareness and appreciation of the risk involved, the **CLIENT** agrees not to institute, and agrees to release , waive, and forever discharge the Hotel, its owner, its board members, officers, affiliates, employees, subsidiaries, affiliates, successors, and assigns (collectively, the "Released Parties") from any and all liabilities, claims, demands, and causes of action and whatsoever, directly or indirect arising out of or related to any loss, damage, injury that may be sustained by **CLIENT** and its guests in relation to COVID-9 while staying in the Hotel or using of its facilities, equipment, or materials, there being no fault or negligence on the part of the **HOTEL** and the Released Parties.
14. The **HOTEL** serve the right to issue further terms and conditions as, in the judgments of the **HOTEL** may from time to time be necessary for the safety, protection and preservation of the interest of the **HOTEL**. Such terms and conditions when so issue shall have the same force and effect as if originally made a part of this agreement.
15. Any disturbance of this contract due to causes beyond the control of the **HOTEL** shall confer no right of actions against the HOTEL, nor shall the terms and conditions of this contract be deemed affective and/or continued thereby.
16. By signing this agreement, **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES** agrees not to hold **E CROWN HOTEL AND RESORT VIRAC INC** liable for the failure to comply with this contract and carry out such arrangement due to force majeure, labor disputes, strikes, any Act of God causes or beyond our control including government regulation (including regulation due to state of public health emergency). In case of Force Majeure, any deposit made by **Philippine Council for Agriculture and Fisheries** shall serve as down payment and can be consumed anytime within six (6) months, or in the case of force majeure situation due to government regulations by virtue of a state of public health emergency, within one (1) year from the lifting of the restrictions imposed by the government. Failure to consume the deposit shall mean forfeiture of the said amount.
17. In case of law suit against the **CLIENT** by the **HOTEL** for the collection of unpaid account, attorney's fees litigation costs and other expenses shall be charged to the **CLIENT**.
18. The **CLIENT** hereby authorize the **HOTEL** to check the company credits reference or his/her credit references.
19. The **CLIENT** hereby gives his full consent to the HOTEL to collect, record, organize, store, update, use, consolidate, block, erase or otherwise process information, whatever personal, sensitive, or privileged, pertaining to himself and the transaction/s subject hereof which will be used for the Implementation of this Contract.

IN WITNESS WHEREOF, the Parties hereto sign this document at San Vicente Virac, Catanduanes, Philippines on 09 May 2023 (on or before 5:00 PM) and this document will only be valid upon receipt of the signed contract.

ON BEHALF OF THE **HOTEL**
BY:

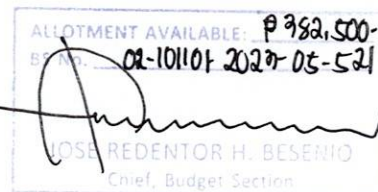

JESSY R. ZAFE
Admin Officer
May 19, 2023

ON BEHALF OF THE **CLIENT**
BY:


NESTOR D. DOMENDEN
Executive Director
May 19, 2023

NOTED BY:

EDNA C. SEGISMUNDO
VP/CFO/General Manager
E Crown Hotel & Resort Virac, Inc.
Dated: May 9, 2023



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SUBSCRIBED and SWORN to before me this 5/24/23 in Virac, Catanduanes, Philippines, affiant(s) having exhibited to me his/her/their competent evidence of identity written below his/her/their name(s) with its details.


ATTY. CARMELA DAWN B. GIANAN
Notary Public - Virac, Catanduanes
Commission Expires December 31, 2024
IBP No. 260599; 1/05/2023; Pasig
PTR No. 0227553N; 1/3/2023; Virac
MCLE Compliance Newly Admitted as per
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