

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

THE MUNICIPALITY OF GINATILAN, CEBU, a local government unit duly organized and existing by virtue of its character and other law, with principal office located at BRGY. POBLACION, GINATILAN, CEBU, and represented by the Municipal Mayor **HON. ROY VINCENT P. SINGCO** herein after referred as the **FIRST PARTY**;

-and-

ASR EVENTS ORGANIZING SERVICES (ALJUN MINOR STA. RITA), Filipino of legal age, single and resident of Cebu City, hereinafter referred to as the **SECOND PARTY**;

WITNESSETH:

WHEREAS, the Municipality of Ginatilan will join the Pasigarbo Festival of Festivals of the Province of Cebu which is one of the highlights of the month-long celebration of the 453rd Founding Anniversary of the Province of Cebu on August 27, 2023, in Cebu City Sports Complex;

WHEREAS, the Municipality of Ginatilan will join a series of competitions that will be held at Cebu City Sports Complex, namely the Audio Van Competition, Andas Competition, The Street Dancing Competition and the Ritual Showdown on August 27, 2023;

WHEREAS, Contingent of the Municipality of Ginatilan will need a production team including an Over-all Production Manager and Artistic Director to take charge of the Over-all Production of all the competitions for Pasigarbo sa Sugbo 2023;

WHEREAS, the Municipality of Ginatilan thru the Bids and Awards Committee recommends to the Head of the Procuring Entity an Alternative Mode of Procurement thru a **NEGOTIATED PROCUREMENT** in accordance with R.A. 9184 and its IRR as per BAC Resolution No. 117 Series of 2023;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto have hereunto entered into this agreement subject to the following terms and conditions;

SECTION I. SCOPE OF WORK AND RESPONSIBILITIES OF THE SECOND PARTY:

That as Choreographer/Director, the **SECOND PARTY** undertakes to perform the following function, to wit:

- Plans and conceptualizes the concept/storyline.
- Comes up with a visual production that befits the storyline/concept.
- Manages the flow of every activity a systematically
- Directs the whole event.
- Supervises the production of the contingent with a responsibility for music, rehearsals, costumes, and props
- Oversees the whole event.
- Prepares the whole team for production and planning.
- **Choreographs** the whole production presentation.

[Handwritten signatures and initials on the right margin]

- Manages the production team as to staff, etc.
- Provide the following:
 1. Costumes for dancers
 2. Props and Props Materials
 3. Dance masters
 4. Production and Graphic Artists
 5. Make-up artist
 6. Materials for Audio Van
 7. Materials for San Gregorio Magno Andas
 8. Visual presentation for the Led Wall
 9. Professional video and graphics designer
 10. T-shirts for the Propsmen, choreographer, dance masters, visual artist, make-up artist, staff, officials, dept, heads.

Handwritten signature
Handwritten signature

SECTION II: TERMS AND CONDITIONS:

That in consideration of the previously mentioned services, the FIRST PARTY will provide the following:

1. Provide Honorarium/allowance for dancers and propsmen
2. Provide dancers and propsmen
3. Provide Pasigarbo sa Sugbo 2023 Functional Committees
4. Covenants to pay the SECOND PARTY the total sum of Three Million Four Hundred Thousand Pesos only (Php 3,400,000.00) as follows:

ITEM	DESCRIPTION	QTY.	UNIT COST	TOTAL AMOUNT
1	Artist Director, Choreographer, Assistant Choreographers, Dance Masters	Group		Php 500,000.00
2	Dance Masters (local)	3		Php 45,000.00
3	Production Artist (3d Artist, Carving Artist, Visual Artist)	Group		Php 745,000.00
4	Graphic Artist			Php 100,000.00
5	Make-Up Artists	Group		Php 50,000.00
6	Festival Jingle			Php 50,000.00
7	Sound System (Audio Van)			Php 110,000.00
8	Costumes, Props (Set and Moving Props)	100 pax		Php 1,800,000.00
TOTAL				Php 3,400,000.00

Handwritten signature


The parties further agree that:

- a. In case the show is cancelled due to fortuitous events but not limited to fire, earthquake, typhoon and all other acts of God beyond the control of man, the SECOND PARTY shall not be liable in any manner to the FIRST PARTY.
- b. In the event that the show is cancelled at the instance at the First Party due to some reason other than mentioned in Paragraph (a) the First party shall be liable to pay a Cancellation Fee amounting to TWENTY (20%) PERCENT OF THE SERVICE PRICE on top of the amount already released but in no case to exceed ONE HUNDRED THOUSAND PESOS.
- c. If the show be cancelled at the instance of the Second Party, for reason other than the ones mentioned in paragraph (a), the Second Party shall be liable to refund the FIRST PARTY the agreed service cost plus THIRTY (30%) PERCENT of the contract price as damages to the FIRST PARTY;
- d. That no stipulation on this contract shall be modified, changed or revised without the consent of both parties

SECTION III: PAYMENTS:


That after execution of this CONTRACT OF SERVICE, the MUNICIPAL GOVERNMENT - Municipality of Ginatilan shall pay FIFTY (50%) PERCENT DOWNPAYMENT and the remaining FIFTY (50%) PERCENT AFTER THE EVENT.

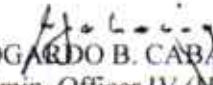
IN WITNESS WHEREOF, we have hereunto set our hands affixed our signatures this 25th day of Aug., at the Cebu City, Cebu Philippines 2023


HON. ROY VINCENT P. SINGCO
First Party
C.T.C. No. 24429309
Issued on: January 04, 2023
At Ginatilan, Cebu


ALJUN MINOR STA. RITA
Second Party
PCN No 2061-5980-5324-7528

SIGNED IN THE PRESENCE OF:


JEORGITA B. JIMENEZ
Private Secretary II


EDGARDO B. CABAÑOG
Admin. Officer IV (NRMO)

ACKNOWLEDGEMENT


REPUBLIC OF THE PHILIPPINES
Municipality of Cebu City, Cebu

BEFORE ME, this 25th of August 2023 at Cebu City Philippines, personally appeared the parties with their respective Community Tax Certificates as indicate above, known to me and to me be the same persons who executed the foregoing instrument.

This CONTRACT is composed of Three (3) PAGES including the page where the Acknowledgement is written and signed by the parties and their witness in each and every page thereof and acknowledged to me that the same is their own free acts and voluntary deed.

WITNESS BY HAND AND SEAL on the date and place first above written.

Doc. No. 487
Page No. 98
Book No. 6
Series of 2023


MICHAEL FRANCIS V. HUBAHIN
Notary Public for Cebu City
Notarial Commission No. 89-13
Until December 31, 2023
MCLE Compliance No. VII-0000313 April 16, 2019