



VENUE RENTAL AGREEMENT

This Venue Rental Agreement (“Agreement”) is made and entered into on the date set forth below, by and between:

ASP Bed and Breakfast, Inc, a corporation duly registered under the laws of the Philippines, with address at Sinagtala Farm Resort, Barangay Tala, Orani, Bataan, represented by its Guest Relations Office, Ruperto C. Tabinas, hereinafter referred to as the “Company”,

and

Anti-Money Laundering Council (AMLC), a government instrumentality created under Republic Act No. 9160, also known as the Anti-Money Laundering Act of 2001, as amended, represented by its Executive Director, Matthew M. David, with office address at Room 507, 5th Floor, EDPC Building, Bangko Sentral ng Pilipinas Complex, Roxas Boulevard, Malate, Manila, hereinafter referred to as the “Client”.

(Each a “Party” and collectively the “Parties”).

WHEREAS the Client represents that they desire to use the accommodation, venue with meals, and other facilities, managed by the Company located in Sinagtala Farm Resort (“Venue”) on May 25-26, 2023 (“Event”), and the Company has agreed to allow the Client to hold the Event at the Venue on said date;

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as set forth below.

1) TOTAL CONTRACT PRICE AND PAYMENT TERMS:

- (a) The total offered quotation of the Company is One Million Twenty-Eight Thousand Nine Hundred Forty Pesos (PHP1,028,940.00), inclusive of all costs, charges, taxes and 10% contingency fee of Ninety-three Thousand Five Hundred Pesos (PHP93,540.00) (“Contract Price”)

The Client agrees to pay the Contract Price, where the payment of the contingency fee shall be based on actual consumption. The unutilized portion of the 10% contingency shall not be part of the billing statement.

Upon the execution of this Agreement, the Client agrees to pay the Company according to the following terms:

(b) Payments may be made via bank transfer to the account of the Company.

(c) Payment shall be made in accordance with the Terms of Reference.

2) EVENT CHANGES OR CANCELLATION:.

The Client shall inform the Company of any changes to the Event's date and/or time. The Company shall make every effort to accommodate the Client on its preferred changes, subject to the availability of the Venue.

The Client understands that these last-minute changes can impact the quality of the Event and that the Company is not responsible for these compromises in quality, unless attended by fraud, gross negligence or willful misconduct.

3) HOUSE RULES:

The Client shall strictly comply with the following rules and regulations during the Event:

(a) Alcohol shall not be served to minors. At any time, if the Company staff deems alcohol consumption to be excessive, the staff has the authority to close down all alcohol service and/or evict inebriated guests from the Venue.

(b) The Venue is generally a non-smoking place. Smoking will be permitted only in designated smoking areas.

(c) Children under the age of sixteen (16) years who are attending the Event must be supervised by an adult at all times. The Company can provide a separate kid's corner for an additional cost.

(d) Illegal substances are not allowed at any time inside and in the immediate vicinity of the Venue.

(e) Drunken/violent disturbances are prohibited in and around the Venue.

(f) The use of a gas and an outdoor charcoal or wood-fueled grill is not permitted.

(g) While the Philippine government has covid-19 regulations in place, the Client is responsible for implementing these regulations among guests.

The Company, in its sole discretion, may terminate the Event and/or require the Client and its guests to immediately vacate the Venue for failure to abide by these rules, without refunding any portion of the total Contract Price. This is without prejudice to the right of the Company to assert all other rights granted to it by law, including but not limited to, seeking payment from the Client for any other loss, cost, damage or liability arising directly or indirectly from the Client's improper use of the Venue or breach of this Agreement or the Company's rules and policies.

4) PARKING:

The Company shall provide parking slots for the Client's representatives, contractors, suppliers, employees, agents, and guests for the duration of the Event.

5) DAMAGES AND PENALTIES

In the event of damages caused by the Client or their guests other than natural wear and tear, the Client will be billed accordingly. Any lost or theft of furniture, fixtures, appliances, etc. will also be billed to the Client.

6) FORCE MAJEURE:

The Company shall not be liable for, and the Client hereby waives any claims against the Company related to the indefinite postponement, cancellation, or termination of the Event, due to causes beyond the Company's or the Client's control.

7) MISCELLANEOUS:

Any action arising from this Agreement shall be filed in the proper courts.

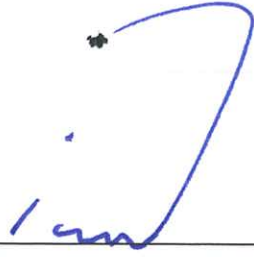
I/We have read and understood this Agreement and the policies it contains. I/We understand that if I/We or any of our representatives, contractors, suppliers, employees, agents, and guests for the Event fail to comply with this Agreement or the policies set forth by the ASP Bed and Breakfast, Inc ("Company") any and all deposits I/We have made shall be forfeited and retained by the Company. This is without prejudice to the right of the Company to assert all other rights granted to it by law, including but not limited to, seeking payment from the Client for any other loss, cost, damage or liability arising directly or indirectly from the Client's improper use of the Venue or breach of this Agreement or the Company's rules and policies. I/We understand and agree that, in addition, I/We shall indemnify and hold the Company, its shareholders, directors, officers and staff, free and harmless from and against any and all claims for losses, costs, damages or

liability or responsibility by any person, including myself/ourselves, arising out of or as consequence of my/our presence at the Venue or my/our use of the Venue and the presence and use of all others who are at the Venue by virtue of my/our use of the Venue.



RUPERTO C. TABINAS
FOR: ASP BED AND BREAKFAST
INC.
16 May 2023

Date



ATTY. MATTHEW M. DAVID
Executive Director, AMLC

17 May 2023

Date