

REPUBLIC OF THE PHILIPPINES
BATANGAS CITY

OFFICE OF THE SANGGUNIANG PANLUNGSOD

EXCERPT FROM THE MINUTES OF THE REGULAR SESSION HELD BY THE
MEMBERS OF THE SANGGUNIANG PANLUNGSOD OF BATANGAS CITY
ON JULY 9, 2019 AT THE SANGGUNIANG SESSION HALL

PRESENT:

Hon. Emilio Francisco A. Berberabe Jr.,	Presiding Officer
Hon. Alyssa Renee A. Cruz,	Councilor
Hon. Aileen Grace A. Montalbo,	"
Hon. Nestor E. Dimacuha,	"
Hon. Karlos Emmanjuel A. Buted,	"
Hon. Gerardo A. Dela Roca,	"
Hon. Oliver Z. Macatangay,	"
Hon. Nelson J. Chavez,	"
Hon. Julian B. Villena,	"
Hon. Julian Pedro M. Pastor,	"
Hon. Isidra M. Atienza,	"
Hon. Maria Aleth A. Lazarte,	"
Hon. Lorenzo A. Gamboa, Jr.,	"
Hon. Angelito "Dondon" A. Dimacuha,	ABC-Rep.
Hon. Marjorie A. Manalo,	SK-Fed. Pres.

"On motion of Councilor Nestor Dimacuha seconded by Councilor Villena, the following Resolution was Adopted:

RESOLUTION NO. 187 S. 2019

RESOLUTION AUTHORIZING THE CITY MAYOR BEVERLEY ROSE A. DIMACUHA TO SIGN FOR AND IN BEHALF OF THE BATANGAS CITY GOVERNMENT THE AGREEMENT WITH ABS-CBN FOR THE EVENT DUBBED AS "KAPAMILYA KARAVAN"

WHEREAS, Batangas City will be celebrating its Sublian Festival Celebration and 50th Batangas City Foundation Day and to add color to that special occasion, the city government will be engaging the services of the ABS-CBN for the event dubbed as "Kapamilya Karavan",

WHEREAS, the Honorable City Mayor requests for an authority to sign for and in behalf of the City Government the Agreement with ABS-CBN for the said Kapamilya Karavan;

WHEREAS, the Sangguniang Panlungsod interposes no objection to the request subject to the terms and conditions set forth in the Agreement presented before it and the utilization of funds shall be in accordance with the usual accounting and auditing rules and regulations;

NOW THEREFORE, be it resolved as it is hereby resolved by the Sangguniang Panlungsod in session assembled to authorize as it hereby authorizes the City Mayor, Beverley Rose A. Dimacuha,

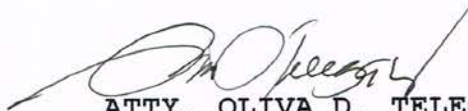
Continuation of Resolution No. 187 S. 2019

RESOLUTION AUTHORIZING THE CITY MAYOR BEVERLEY ROSE A. DIMACUHA TO SIGN FOR AND IN BEHALF OF THE BATANGAS CITY GOVERNMENT THE AGREEMENT WITH ABS-CBN FOR THE EVENT DUBBED AS "KAPAMILYA KARAVAN"

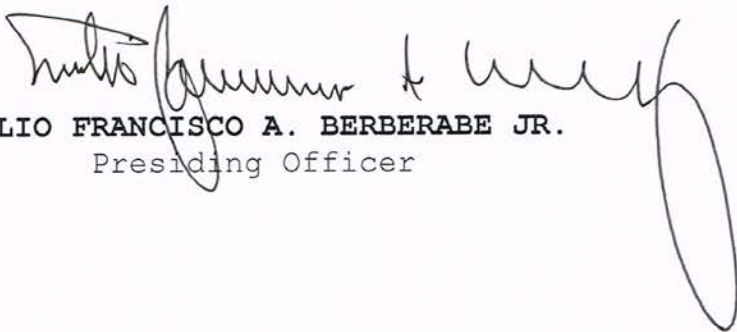
to sign for and in behalf of the Batangas City Government the Agreement with ABS-CBN, the copy of which is attached as Annex "A" and hereby made an integral part of this Resolution, subject to the condition that the utilization of funds shall be in accordance with the usual accounting and auditing rules and regulations.

UNANIMOUSLY APPROVED."

I hereby certify that the foregoing Resolution No. 187 S. 2019 was approved by the Sangguniang Panlungsod of Batangas City during its Regular Session held on July 9 , 2019.


ATTY. OLIVA D. TELEGATOS
Secretary
Sangguniang Panlungsod

ATTESTED:


EMILIO FRANCISCO A. BERBERABE JR.
Presiding Officer

ODT/pbcalleja...

AGREEMENT

Know All Men By These Presents :

This Agreement is entered into and executed this ___ day of July 2019, by and between the ABS-CBN CORPORATION ("ABS-CBN") a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal offices at Mother Ignacia St. Cor. Sgt. Esguerra Ave., Quezon City, and THE CITY GOVERNMENT OF BATANGAS (the "CITY GOVERNMENT"), represented by its City Mayor the Hon. Beverley Rose A. Dimacuha.

Recitals

ABS-CBN shall produce, organize and hold the event dubbed as Kapamilya Karavan (the "Event") on 20 July 2019 from 4:00 pm to 7:00pm (the "Event Date") at the City of Batangas to coincide with the Sublian Festival.

Acknowledging that Event shall showcase the City of Batangas as well as promote tourism, and after determining that its participation pursuant to this Agreement is beneficial to the government, that the most advantageous position is obtained, that it has sufficient funds for the performance of its undertakings, and further, that it has complied with the applicable government procurement laws and regulations relative to its performance of its undertakings under this Agreement, the CITY GOVERNMENT agrees to support the Event.

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and conditions herein provided, the parties agree as follows:

1. The Agreement

This Agreement pertains to the Event dubbed as KAPAMILYA KARAVAN to be held on 20 July 2019 at Batangas City Sports Coliseum (the "Venue"). The Event shall feature the appearance and performance of various ABS-CBN Talents (the "ABS-CBN Talents").

2. Responsibilities of ABS-CBN

ABS-CBN shall be responsible for the following:

- a. Availability of the ABS-CBN talents for their appearance and performance at the Event and payment of their fees;
- b. Engagement and compensation of the creative personnel and staff for the Event (the "ABS-CBN Personnel and Staff");
- c. Promotion, marketing, publicity of, and the solicitation of sponsors and advertisers for the Event in all print and broadcast media now existing or hereinafter developed, it being understood that all revenues derived from the performance of these activities shall belong exclusively to ABS-CBN;
- d. Security arrangements for the ABS-CBN Talents, as well as the security arrangements and management of the stage, backstage and VIP area;
- e. Coordination with LGU Batangas City personnel, security personnel and local government officials or agencies, such as the Philippine National Police and the Bureau of Fire Protection, Public Safety Office, Philippine Red Cross to ensure the security and safety of

the Venue, ABS-CBN Talents, ABS-CBN Personnel and Staff, and the Event Audience during the Event;

- f. Adequate insurance coverage for the Event;
- g. If necessary consents, permits and licenses for the performance and other rightst for the songs to be performed during the Event and the payment of any royalty or license fees required to be paid to any performing music rights society having jurisdiction over the Venue or Alternative Venue.

3. Responsibilities of CITY GOVERNMENT OF BATANGAS:

For and in consideration of the Media Values to be provided by ABS-CBN to LGU Batangas City, the LGU agrees to participate in the Event by providing the following Sponsorship Values:

- a. Use of the Venue for the Event, including monobloc chairs, long tables and steel linear barricades as well as holding area for artists and staff;
- b. Fulfillment of the technical rider, LED wall and stage, sufficient number of wired and wireless microphones, microphone stands and monitor speakers; including engagement of the technical personnel for the lights and sounds, stage and backup genset;
- c. Arrangements relative to overall crowd control and safety, traffic rerouting, parking of vehicles and management at the Venue, including the following:
 - i. the emergency medical response team, ambulance and fire truck on standby and;
 - ii. suppliers' trucks, genset artists' and staff vehicles, OB Van;
- d. Access to the Venue beginning on 19 July 2019 from 9:00PM onwards for the ingress of the Event Promo Materials such as sponsors' tarpaulins, etc. and for the purpose of setting up chairs, barricades and equipment and promo materials and, for this purpose, LGU Batangas City shall issue the necessary gate passes;
- e. Exclusive access to the Venue during the Event for the display of on-ground promotional materials such as banners and tarpaulins of ABS-CBN and ABS-CBN's sponsors only. ABS-CBN shall be allowed to display, sell and otherwise distribute the products of ABS-CBN's Sponsors during the Event;
- f. Waiver of permit fees for the Venue as well as the display of the on-ground promotional materials and the display, sale and distribution of the products of ABS-CBN's Sponsors in the preceding paragraph;
- g. A comprehensive security plan and security arrangements during the Event, including the deployment of security officials to be posted at strategic positions in the Venue;
- h. Coordinate with local government officials and agencies and augment medical team with standby ambulance as well as standby firetruck to ensure the security and safety of the Venue, ABS-CBN Talents, ABS-CBN Personnel and Staff, and the Event audience during the Event;
- i. Arrangements for the cleanliness and maintenance of the Venue and the facilities therein during and after the Event;
- j. Provide safe and secure storage and parking area at the Venue during the Event for ABS-CBN's production equipment;

- k. Assist ABS CBN in securing all necessary permits, licenses and accreditation from the proper government and regulatory agencies for the production, administrative and operational requirements for the holding of the Event, subject to existing rules and regulations.
- l. All costs associated with the foregoing.

4. The Media Values

For and in consideration of the Sponsorship Values to be provided by LGU Batangas City above, ABS-CBN shall provide the following Media Values to LGU Batangas City:

- a. Inclusion of LGU Batangas City in all promotional plugs that are or will be conceptualized, developed and produced by ABS-CBN for the Event ("the Plugs") for all media now existing or hereinafter developed;
 - b. Live acknowledgement of LGU Batangas City during the Event.
- 4.2 ABS-CBN shall have creative and operational control and supervision in the production and publicity of the Event Promotional Materials.

5. Intellectual Property Rights

- 5.1 All rights, title and interest in and to the Event, the Plugs, and all promotional and publicity materials created by ABS-CBN, whether or not including the CITY GOVERNMENT's marks (as hereafter defined), shall belong solely to and remain with ABS-CBN, including copyrights thereof, throughout the world and in perpetuity. ABS-CBN reserves the right to reproduce, market, distribute and exploit the Event, the Plugs and all promotional and publicity materials in any audio-visual fixation whether now known or hereafter devised, worldwide, including the internet and mobile communications-based applications.
- 5.2 The CITY GOVERNMENT grants ABS-CBN the non-exclusive right to use and authorize others to use the logos, trademarks, characters, designs, format, style, showcase symbols, slogans and other marks, whether registered or unregistered, owned by or associated with the CITY GOVERNMENT (the "CITY GOVERNMENT's Marks") in connection with the Event, the Plugs, and all promotions and publicity materials of the Event.

6. Warranties and Representations, Indemnities

- 6.1 The parties expressly warrant and represent that:
- a. They have the right without limitation to grant all the other parties the rights granted in this Agreement;
 - b. They have full power and authority to enter and perform this Agreement;
 - c. The execution, delivery and performance of this Agreement have been duly authorized by the requisite corporate actions; and
 - d. There is no agreement with any other person, firm or corporation, which will in any way interfere with any rights of all the other parties under this Agreement.
- 6.2 ABS-CBN further warrants that the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate actions.

- 6.3 The CITY GOVERNMENT further warrants and represents that:
- a. It will assume full and complete responsibility for the fulfillment of all obligations and commitments to all persons engaged to furnish services for the Event;
 - b. It has complied and will comply with the appropriate laws, rules and procedure on government procurement and the Local Government Code in relation to this Agreement; and
 - c. It has likewise determined that this Agreement is beneficial to, and does not put it in a disadvantageous position.
- 6.4 The CITY GOVERNMENT shall indemnify and hold ABS-CBN, its officers, directors, agents, stockholders, employees, legal representatives, and successors-in-interest free and harmless from and against any and all damages, liabilities, costs, and expenses, including attorney's fees, resulting from any breach by the CITY GOVERNMENT of the warranties, representations and obligations contained in this Agreement.

7. Term and Termination

- 7.1 This Agreement shall be valid upon signing of this Agreement until completion of the Event, unless otherwise terminated as provided herein.
- 7.2 This Agreement may be terminated:
- a. By ABS-CBN, effective immediately upon notice to the CITY GOVERNMENT, when the holding of the Event has caused or will cause injury to the public, infringe the rights of others, violate any laws or subject ABS-CBN to liability.
 - b. By either party, effective at any time, by giving the other party at least five (5) days prior notice:
 - (i) If the other party has made any misrepresentation herein or breaches any material term, covenant, condition or obligations in this Agreement and such misrepresentation or breach is not cured within such five (5) day period; or
 - (ii) Upon bankruptcy or insolvency of the other party.
- 7.3 The right of one party to terminate this Agreement shall be in addition to any other rights or remedies it may have as provided by law or equity.
- 7.4 If for any reason whatsoever, the staging of the Event is postponed or reset to another date, the parties shall retain all the rights herein granted relative to the rescheduled Event, under the same terms and conditions herein, unless such rights are waived in writing.

8. General Provisions

- 8.1 The Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all understandings or prior agreements, whether oral or written, and all representations or other communications between the parties in relation to the subject matter contemplated herein. This Agreement is executed by the parties for and in consideration of the terms and conditions stated herein.

- 8.2 Neither party shall be deemed in breach of any term or condition hereof and shall not be liable or responsible to the other to the extent its performance is materially delayed or hindered by reason of Acts of God, war or other disturbances, delay in or lack of transportation, governmental act or regulation, or any other cause beyond its reasonable control (“force majeure”).
- 8.3 Non-enforcement by any party of the terms and conditions of this Agreement or any substance thereof shall not be deemed or construed to be a waiver of such term or condition. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement.
- 8.4 No modifications, amendments or supplements to this Agreement shall be effective for any purpose unless in writing signed by each party. Waivers, approvals or consents hereunder by a party shall also be in writing.
- 8.5 Any notice or other communication to be given under this Agreement shall be in writing and shall be served by personal delivery or by sending it by facsimile or prepaid post to the addresses of the parties specified in this Agreement, or as notified by either party to the other from time to time.
- 8.6 Nothing contained in this Agreement shall be construed as constituting or evidencing any partnership, agency or contract of employment between the parties. Neither party shall hold itself out contrary to the terms of this Agreement.
- 8.7 All non-public, confidential or proprietary information, whether written or oral, relating to the parties, their respective directors, stockholders, officers, agents and employees, which have been communicated as confidential information by one party to the other party, and which either party may have access to in the course of or in connection with this Agreement, including the terms thereof, shall be kept confidential. The obligations are continuing and survive the termination of this Agreement.
- 8.8 Should any of the parties hereto fail to duly perform or observe any term, covenant or condition or violate any of its warranties or representations under this Agreement, said party shall pay the other party damages, without prejudice to said other party’s rights or remedies at law or equity, and without in any way releasing or discharging the defaulting party from any of its obligations under this Agreement.
- 8.9 This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.
- 8.10 The validity, construction and performance of this Agreement is governed by the laws of the Republic of the Philippines and subject to the rules and regulations of the *Kapisanan ng mga Brodkaster ng Pilipinas* (KBP) and other competent government authorities, and the terms and conditions of the permits and licenses held by the parties. Suit with respect to this Agreement shall be brought only in the proper courts of Quezon City, Philippines.

IN WITNESS WHEREOF, parties have hereunto signed their names on this _____ day of July 2019 at Batangas City.

ABS CBN

by _____

BATANGAS CITY GOVERNMENT

by **Beverley Rose A. Dimacuha**

City Mayor

Signed in the presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BATANGAS) S.S

BEFORE ME, a Notary Public for and in the City of Batangas this _____ day of July 2019 personally came and appeared:

Beverley Rose A. Dimacuha with ID No. _____ valid until _____

_____, ABS CBN, with ID No. _____ valid until _____

_____.

known to me to be the same persons who executed the foregoing instrument which they acknowledged before me as their free and voluntary act and deed.

WITNESSED MY HAND AND SEAL

Doc. No. _____; Page No. _____;
Book No. I; Series of 2019