

## CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF SERVICE ("CONTRACT") is made and entered into this 10 APR 2024 day, by and between:

**Municipality of Iba, Zambales**, a Local Government Unit of the Republic of the Philippines, with public office address located at New Iba Municipal Hall, Brgy. Dirita, Iba, Zambales, herein represented by its *Local Chief Executive, Hon. IRENEA MANIQUIZ-BINAN*, hereinafter "Local Government Unit of Iba, Zambales",

- and -

**IBAYTECH CORP.**, an established business that produced stunning production and event with office address and principal place of business located at Zone IV, Iba, Zambales, herein represented by its *Liaison Officer, JOSEPHINE R. TALAO*, hereinafter "IBAYTECH CORP.".

### **WITNESSETH: That -**

**WHEREAS**, in this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

**WHEREAS**, the following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:



- (a) the Price Schedule submitted by the Supplier;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications / Terms of Reference;
- (d) the General Conditions of Contract; and
- (e) the Entity's Notification of Award.

**WHEREAS**, the *IBAYTECH CORP.* is an *established business that caters artists and performers and produces magnificent production and events of exceptional quality* and is available for hire for any variety show included an assortment of diverse entertainment all mixed together;



**WHEREAS**, Local Government Unit of Iba, Zambales conducted a Negotiated Procurement for **PROCUREMENT OF PERFORMERS AND ARTISTS FOR THE 2025 PAYNAUEN FESTIVAL CELEBRATION IN THE MUNICIPALITY OF IBA** and IBAYTECH CORP. has been found to be technically, legally and financially capable supplier.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and the specific terms and conditions hereinafter set forth, IBAYTECH CORP. and Local Government Unit of Iba, Zambales hereby mutually agree as follows:

#### **A. Coverage**

This CONTRACT shall cover IBAYTECH CORP. to engage talents to perform the services for the project(s) / show(s) and talents accept(s) the engagement to perform the services as detailed in the scope of services.

**B. Objectives**

The IBAYTECH CORP. shall serve as a tool to highlight the most awaited annual PAYNAUEN FESTIVAL in the municipality of Iba, Zambales and provide Ibanians with an opportunity to watch an excellent performer from top artist of our country.

**C. Roles and Responsibilities of the LGU.** The Local Government Unit of Iba, Zambales shall:

1. Provide proper and clean air-conditioned standby area with clean restrooms near the stage;
2. Provide bottled water, tissues, light snacks at standby area;

**B. Roles and Responsibilities of IBAYTECH CORP.** IBAYTECH CORP. shall:

1. Ensure that performers / artists are preferably composed of a band, singers, dancers, rappers, host-comedians, and social media influencers;
2. Engage talents to perform the services for the project(s) / show(s) and talents accept(s) the engagement to perform the services as detailed in the scope of services;
3. Ensure that talent shall perform the services in a competent manner and to the best of talent's abilities.

**C. Compensation.** In consideration of the services of IBAYTECH CORP. under this CONTRACT, Local Government Unit of Iba, Zambales agrees to pay IBAYTECH CORP. **ONE MILLION TWENTY THOUSAND PESOS AND 00/100 (₱1,020,000.00)** following the billing schedule specified in the Terms of Reference.

**D. Amendments and Modifications.** Any changes or modifications to this CONTRACT shall become effective and binding only if executed in writing and signed by each Party or their duly authorized representatives. The terms and conditions therein shall prevail over previous written stipulations, however, consistent provisions which were not overturned shall continue to be in full force and effect.

IN WITNESS WHEREOF, Local Government Unit of Iba, Zambales and IBAYTECH CORP., through their duly authorized representatives, affix their respective signatures on the date and in the place first above-written.

**LGU-IBA, ZAMBALES**

By:

  
**Hon. IRENEA MANIQUIZ-BINAN**  
Local Chief Executive

**IBAYTECH CORP.**

By:

  
**JOSEPHINE R. TALAO**  
Liaison Officer - IbayTech Corp.

**Witnesses:**

Witness

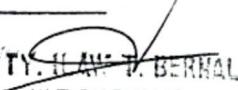
Witness

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DOC. NO. 335  
PAGE NO. 67  
BOOK NO. XV  
SERIES OF 2025

SUBSCRIBED AND SWEARN TO BEFORE  
ME THIS 10th DAY OF April 2025 AT  
IBA, ZAMBALES

  
**ATTY. JUAN T. BERNAL**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2025  
PTR NO. 12966019/01-2-25 AT IBA, ZAMBALES  
IPN NO. 374619/12-25-23 AT PASIG CITY