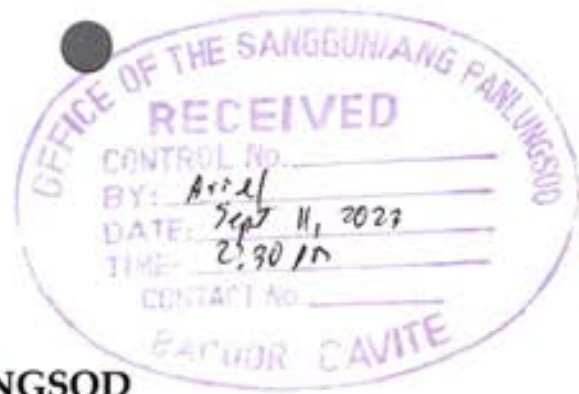




Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON SENIOR CITIZEN

COMMITTEE REPORT

NO. SC005-2023

Subject: A Resolution authorizing the City Mayor to sign a Memorandum of Agreement with SM Prime Holdings, Inc., on the Libreng Sine Program for Senior Citizens, Persons with Disability (PWD) and Identified Group of Individuals. PCR 357-2023 dated August 7, 2023.

The above mentioned proposed Resolution underwent first reading on August 11, 2023 during the 55th Regular Session of the Sangguniang Panlungsod. The said proposed Resolution was referred by the Presiding Officer Hon. Rowena Bautista Mendiola to the Committee on Senior Citizen.

FINDINGS:

The said agreement aims to give additional privileges to qualified Bacoor City resident senior citizens, persons with disability and identified groups of individuals thru Free Cinemas/Movie Screening on SM Malls within the City of Bacoor.

Having found the Memorandum of Agreement to impart happiness, relaxation beneficial to qualified Bacooreños, The City Legal Services of the City of Bacoor, the City Legal Services of the City of Bacoor issued endorsement No. 510, Series of 2023 requesting the Sangguniang Panlungsod to authorize the City Mayor to sign a Memorandum of Agreement with SM Prime Holdings on the Libreng Sine Program for Senior Citizens, Persons with Disability and Identified Group of Individuals.

RECOMMENDATION:

During the First Rearing of the above-subject matter, City Councilor Hon. Reynaldo C. Palabrica moved for the approval of the same and unanimously seconded by the members of the Honorable Committee.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

COMMITTEE ON SENIOR CITIZEN

COMMITTEE REPORT
NO. SC005-2023

Signed this 22nd day of August 2023 at the City of Bacoor, Cavite.

COUN. SIMPLICIO G. DOMINGUEZ
Chairman

COUN. MICHAEL SOLIS
Vice Chairman

COUN. REYNALDO C. PALABRICA.
Member

COUN. ADRIELITO GAWARAN
Member



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON SENIOR CITIZEN

EXCERPTS FROM THE MINUTES OF THE 55TH REGULAR SESSION NO. SC005 - 2023

Subject: A Resolution authorizing the City Mayor to sign a Memorandum of Agreement with SM Prime Holdings, Inc., on the Libreng Sine Program for Senior Citizens, Persons with Disability (PWD) and Identified Groups of Individuals. PCR 357-2023 dated August 07, 2023.

1. The 55th Regular Session started at exactly 10:30 a.m. on August 07, 2023, held at the Session Hall of the Sangguniang Panlungsod of the City of Bacoor, presided by Hon. Vice Mayor Rowena Bautista Mendiola.
2. The purposes of this Agreement, the Parties agree that the Beneficiaries of this Program maybe extended to different classes or group of individuals in celebration or commemoration of any national or local events, subject to availability of funds. The Senior Citizens, Persons with Disability, and Identified Group of Individuals provides for a twenty percent (20%) discount privilege on admission fees in cinema houses, among other priveleges.
3. Upon reading and referral of item F.1.2-PCR 357-2023 – Hon. Reynaldo C. Palabrica (in the absence of Hon. Simplicio G. Dominguez due to medical reason) moved for the approval of the above mentioned subject matter duly seconded by the members of the Honorable Members of the 5th Sangguniang Panglungsod.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

4. The Regular Session was closed and adjourned at exactly 12:10 p.m

Prepared By:


JOCELYN R. BAUTISTA
Clerk

Attested By:


COUN. SIMPLICIO G. DOMINGUEZ
Presiding Officer

PCR 357 – 2023 – A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT WITH SM PRIME HOLDINGS, INC. ON THE LIBRENG SINE PROGRAM FOR SENIOR CITIZENS, PERSONS WITH DISABILITY (PWD) AND IDENTIFIED GROUPS OF INDIVIDUALS.



Republic of the Philippines
Province of Cavite

CITY OF BACOOR
Office of the Mayor

August 1, 2023

HON. ROWENA BAUTISTA-MENDIOLA
Vice Mayor, City of Bacoor
Bacoor Government Center
Bacoor City, Cavite



THRU: **Atty. Khalid Atega, Jr.**
Sangguniang Panglungsod Secretary

SUBJECT: **Request for Authority to Enter into and Sign the Memorandum of Agreement with SM Prime Holdings, Inc. relative to Libreng Sine Program of the City of Bacoor**

Dear Hon. Bautista-Mendiola:

Per Endorsement No. 510, Series of 2023, issued by the Office of the City Legal Service, requesting the undersigned for endorsement and request for the proper authority to enter into and sign the above-subject Memorandum of Agreement, I respectfully request the esteemed members of the Sangguniang Panglungsod to pass a resolution authorizing the City Mayor to enter into and sign the abovementioned Memorandum of Agreement. The said Agreement aims to give additional privileges to qualified Bacoor City resident senior citizens, persons with disability and identified groups of individuals thru free Cinemas/Movie Screening in SM Malls within the City of Bacoor.

Attached herewith is the aforementioned endorsement and draft MOA for your immediate reference.



Sincerely yours,
STRIKE B. REVILLA
City Mayor



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Republic of the Philippines
Province of Cavite
CITY OF BACOOR

OFFICE OF THE CITY LEGAL SERVICE

INDORSEMENT NO. 510, SERIES of 2023

TO : Hon. **STRIKE B. REVILLA**
City Mayor
Office of the City Mayor

Thru : **Atty. PAUL MICHAEL G. SANGALANG**
Office of the Mayor

SUBJECT : **FOR APPROVAL AND SUBSEQUENT ENDORSEMENT TO THE SANGGUNIANG PANLUNGSOD**
Memorandum of Agreement with SM Prime Holdings
FREE CINEMA TICKETS

DATE : 28 July 2023

Paul Michael G. Sangalang 7/28/23
4:33 AM
Min 2/2/23 10:45 AM

Respectfully endorsing to your good office the proposed **MEMORANDUM OF AGREEMENT** draft between the City Government of Bacoor and **SM Prime Holdings, Inc.**, re: **LGU BACOOR's LIBRENG SINE PROGRAM**.

All things having to be found in order, we hereby endorsed to your good office the abovementioned draft *for your approval and subsequent endorsement to the Sangguniang Panlungsod* for issuance of an authorization to enter into such an agreement.

Thank you very much.

RESPECTFULLY,

RM
Atty. REY MARCO B. MENDOZA
Attorney IV
Office of the City Legal Service



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MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("Agreement") is made and executed this ___ day of _____ 20__ but shall be deemed to have taken effect as of _____ (the "Effective Date") at the City of Bacoor, Province of Cavite, Philippines, by and between:

The **CITY GOVERNMENT OF BACCOOR**, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at the Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority duly conferred and embodied under City Resolution No. _____, Series of _____, approved by the City Council of Bacoor dated _____, marked as Annex "A", hereinafter referred to as "**LGU BACCOOR**"

and

SM PRIME HOLDINGS, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal address at 10th Floor, Mall of Asia Arena Annex Building, Coral Way cor. J.W. Diokno Boulevard, Mall of Asia Complex, 1300 Pasay City, Philippines, represented herein by its Duly Authorized Representative and SM Lifestyle Inc. Senior Vice-President, **Ms. MARIA ANICIA P. NAVAL** hereinafter referred to as "**SM**"

(Each a "Party", and collectively, the "Parties")

WHEREAS, **SM** is the registered owner and operator of the SM Cinema branches within **SM City Molino** located at Paliparan Road, Barangay Molino IV Bacoor City, Province of Cavite and **SM City Bacoor** located at Brgy. Gen. Emilio Aguinaldo Highway corner Tirona Highway Bacoor City, Province of Cavite, Philippines (the "**SM Cinemas**");

WHEREAS, Republic Act (R.A.) No. 9994, otherwise known as the "Expanded Senior Citizens Act of 2010" provides for a twenty percent (20%) discount privilege to senior citizens on admission fees in cinema houses, among other privileges;

WHEREAS, Republic Act (R.A.) No. 10754, otherwise known as "An Act Expanding the Benefits and Privileges of Persons with Disability" provides for a twenty percent (20%) discount privilege to persons with disabilities on admission fees in cinema houses, among other privileges;

WHEREAS, the Parties, in their desire to give additional privileges to qualified resident senior citizens and persons with disability in the City of Bacoor, Province of Cavite, have agreed to provide for eighty percent (80%) discount on the **SM Cinemas'** movie admission ticket prices which would have otherwise been chargeable to such qualified resident senior citizen and persons with disability;

WHEREAS, the Parties, likewise agree to extend free cinema tickets to other class or group of individuals, subject to terms and conditions as may be agreed upon by the Parties;

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NOW, THEREFORE, for and in consideration of the foregoing premises and covenants and agreements herein contained, the Parties hereby agree as follows:

**SECTION ONE
TERM AND TERMINATION**

- 1.1 This Agreement shall commence on the Effective Date as abovementioned and is deemed automatically terminated on June 30, 2025, unless otherwise terminated or renewed under such terms and conditions as may be mutually upon by both Parties.
- 1.2 The Parties reserve their respective rights to withdraw their participation in the Agreement upon written notice thereof to the other Party which should be made at least thirty (30) days prior to the intended date of termination.
- 1.3 Any Party (the "Aggrieved Party") may also cancel/terminate this Agreement with immediate effect upon service of written notice to the other Party (the "Party at Fault") if the latter commits any material breach of the provisions of this Agreement. *Provided, That* : in cases of breach/violations capable of remedy, (i) the Party at fault refuses or fails to remedy the same within fifteen (15) business days from receipt from the Aggrieved Party of written notice identifying the particular breach/violations requiring remedy, and (ii) the breach/violations continue to exist at the time of notice of termination.
- 1.4 In the event of termination of this Agreement for whatever cause, the parties undertake to completely settle all outstanding obligations they have to each other within fifteen (15) business days from the date of termination, or such other period as may be mutually agreed upon by the parties.

**SECTION TWO
COVERAGE**

- 2.1 The terms of this Agreement shall apply only to movie admission tickets issued by **SM Cinemas** to qualified senior citizens and persons with disabilities who are bona fide residents of **LGU BACOR** as evidenced by the *Senior Citizen's Affairs and Persons with Disabilities Identification Card and SBR Card* issued by **LGU BACOR** (the "**Beneficiaries**"), subject to the following conditions:
 - (a) Each qualified senior citizen and persons with disability may only watch one (1) movie per day, at any time for Monday screenings ("**Free Screening Day**");
 - (b) Qualified senior citizen and persons with disability may only avail of the privilege limited to once (1) per week;
 - (c) This Agreement will apply to 2D movie screenings and regular movie screenings only. The Beneficiaries may NOT avail of the privilege in the following instances:
 - (i) Special screening (i.e., premier night, red carpet/VIP screenings advance screenings, live broadcast of sporting events, and the like);
 - (ii) Special events and/or live show held at the **SM Cinemas**;

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- (iii) Movie screenings during the annual 2-week Metro Manila Film Festival;
 - (iv) Newly release movies covering that week; and
 - (v) Other analogous instance.
- (d) The privilege shall be subject to the Implementing Rules and Regulations ("IRR") which will be issued by the Parties; and
 - (e) This privilege shall not apply or to extended to companions of Beneficiaries who are not qualified resident senior citizens or persons with disabilities themselves.
- 2.2 For purposes of this Agreement, the Parties agree that the Beneficiaries of this Program may be extended to different classes or groups of individuals in celebration or commemoration of any national or local events, subject to availability of funds, as may be determined and approved by the Parties.
- (a) The LGU BACOOR shall notify SM in writing at least thirty (30) days prior to the intended date of program implementation.

SECTION THREE PROOF AND DOCUMENTATION OF ELIGIBILITY

- 3.1 The **Beneficiary** is required to present the following to the attending **SM Cinemas** ticketing attendant ("Ticket Seller") before said **Beneficiary** is granted free admission to the pertinent **SM Cinema** branch:
- (a) A valid Senior Citizen's Identification Card or Persons with Disability Identification Card and Special Bacoor Resident Card ("Identification Cards") issued by the LGU BACOOR. To prevent any anomaly and irregularity in the availment/enjoyment of the privilege, LGU BACOOR shall furnish with the official list containing the names, ID numbers, and specimen signatures of all qualified Beneficiaries (the "**Master List**"). The Master List must be updated on a quarterly basis by the LGU BACOOR. Nonetheless, SM shall not be obliged to look beyond the contents of the prevailing Master List when confirming the eligibility of a particular Beneficiary to the privilege set out hereunder. Identification Card shall be presumed to be valid if it is the same in form and substance as the sample Identification Card attached to and made an integral part of this Agreement as **Annex "B"**, with the following details appearing thereon:
 - (i) Name of Beneficiary;
 - (ii) Photo of the Beneficiary;
 - (iii) Address of the Beneficiary;

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- (iii) Movie screenings during the annual 2-week Metro Manila Film Festival;
 - (iv) Newly release movies covering that week; and
 - (v) Other analogous instance.
- (d) The privilege shall be subject to the Implementing Rules and Regulations ("IRR") which will be issued by the Parties; and
 - (e) This privilege shall not apply or to extended to companions of Beneficiaries who are not qualified resident senior citizens or persons with disabilities themselves.
- 2.2 For purposes of this Agreement, the Parties agree that the Beneficiaries of this Program may be extended to different classes or groups of individuals in celebration or commemoration of any national or local events, subject to availability of funds, as may be determined and approved by the Parties.
- (a) The **LGU BACOOR** shall notify **SM** in writing at least thirty (30) days prior to the intended date of program implementation.

SECTION THREE PROOF AND DOCUMENTATION OF ELIGIBILITY

- 3.1 The **Beneficiary** is required to present the following to the attending **SM Cinemas** ticketing attendant ("Ticket Seller") before said **Beneficiary** is granted free admission to the pertinent **SM Cinema** branch:
- (a) A valid Senior Citizen's Identification Card or Persons with Disability Identification Card and Special Bacoor Resident Card ("Identification Cards") issued by the **LGU BACOOR**. To prevent any anomaly and irregularity in the availment/enjoyment of the privilege, **LGU BACOOR** shall furnish with the official list containing the names, ID numbers, and specimen signatures of all qualified Beneficiaries (the "**Master List**"). The Master List must be updated on a quarterly basis by the **LGU BACOOR**. Nonetheless, **SM** shall not be obliged to look beyond the contents of the prevailing Master List when confirming the eligibility of a particular Beneficiary to the privilege set out hereunder. Identification Card shall be presumed to be valid if it is the same in form and substance as the sample Identification Card attached to and made an integral part of this Agreement as **Annex "B"**, with the following details appearing thereon:
 - (i) Name of Beneficiary;
 - (ii) Photo of the Beneficiary;
 - (iii) Address of the Beneficiary;

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- (iv) The signature of the City Mayor of **LGU BACOOR** or his duly authorized representative.
- (b) An availment movie booklet ("Book") issued and provided by **LGU BACOOR** to the Beneficiaries. The Booklet shall be presumed to be valid if it is the same in form and substance as the sample booklet attached to and made an integral part of this Agreement as **Annex "C"** with the following information specifically appearing thereon:
- (i) Date of availment
 - (ii) Cinema operator
 - (iii) Cinema number,
 - (iv) Title of the film viewed;
 - (v) Ticket number; and
 - (vi) Signature of the Ticket Seller.

While awaiting the release of the Booklet by **LGU BACOOR**, Beneficiaries shall be allowed to avail of the privilege by accomplishing **SM's Internal Monitoring Sheet ("IMS")** containing the following information.

- (i) Cardholder name;
- (ii) Senior Citizen Identification Card number;
- (iii) Date of availment;
- (iv) Title of the film to be viewed;
- (v) Cinema number, and
- (vi) Signature of the Beneficiary

SECTION FOUR COST APPORTIONMENT AND BILLING

- 4.1 For and consideration of the privilege granted to the Beneficiaries, the Parties agree to shoulder the Net Admission Price (or the remaining 80% of the movie admission ticket price of the pertinent **SM Cinema** tickets issued to Beneficiaries after the deduction of the mandatory 20% discount imposed by R.A. No. 9994 for senior citizens or RA 10754 for persons with disabilities thereon) of the movie tickets issued to the Beneficiaries. The Net Admission Price shall be apportioned between the Parties, as follows:

Party	Net Admission Price of SM Movie Admission Ticket Price
SM SHARE	50 %
CITY/MUNICIPALITY	50 %

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SHARE	
TOTAL	100%

LGU BACOOR's Share in the Net Admission Price shall be paid by way of deduction from or credit against any amusement tax liability of **SM** until fully paid. The sample computation is shown below:

Gross Ticket Price	PHP 300.00
Less: discount (SC)	PHP 60.00
Gross Price	PHP 240.00
50% LGU BACOOR's share	PHP 120.00
50% SM Share	PHP 120.00

- 4.2 As provided in City Ordinance No. _____, the **LGU BACOOR** hereby grants exemption from payment of amusement tax which may be due allocation of the eighty percent (80%) discount between the **LGU BACOOR** and **SM**.
- 4.3 Within the first five (5) calendar days of each month, **SM** shall promptly generate the following reports which will be provided to **LGU BACOOR**:
- (a) Audited report indicating **LGU BACOOR's** APPLICABLE Share in the Net Admission Price from all **SM Cinema** tickets issued to Beneficiaries during the immediately preceding month (the "Billing Period"); and
 - (b) Audited report of Amusement Tax constituting ten (10%) of gross movie ticket sales sold to non-Beneficiaries for the preceding month and which is payable by **SM** to **LGU BACOOR** ("**Gross Amusement Tax**").
- 4.4 An Official Receipt (O.R.) shall be issued by **LGU BACOOR** to **SM**, on the full amount of the monthly amusement tax remittance of **SM**. Non-VAT Official Receipt shall be issued by **SM** to **LGU BACOOR** on the full amount of the subsidy of the **LGU BACOOR**.
- 4.5 In the event that the Gross Amusement Tax for remittance by **SM** to the Local government in Section 4.3 (b) is lower than **LGU BACOOR's** Share in section 4.3 (a) of this Agreement, **SM** shall bill **LGU BACOOR** for the difference and shall issue within the first five (5) days of the current month, a proper statement of account (SOA) for said amount.
- 4.6 **LGU BACOOR** shall within thirty (30) calendar days from receipt of a particular SOA, promptly and completely settle the amount due therein by releasing to **SM** or any of its duly authorized representatives, the SOA itself together with a validly issued check representing the full payment of the amount due for the particular Billing Period. In case of failure of **LGU BACOOR** to timely release the check and/or settle the amounts under the SOA which are due to **SM** within the prescribed period, **SM** shall have the right (but without being considered in default of its obligations under this Agreement) to temporarily suspend the operation of the free movies for senior citizens and persons with disability until full payment of the outstanding amount by **LGU BACOOR**.

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**SECTION FIVE
OBLIGATIONS OF THE PARTIES**

5.1 **LGU BACOR** shall:

- (a) Furnish **SM** with the Master List;
- (b) Update the Master List on a quarterly basis;
- (c) Maintain accurate records in the implementation of this Agreement;
- (d) Designate a focal person task in checking the validity and genuineness of the requirements of the Beneficiaries; and
- (e) Provide the proper identification card and free Booklet to qualified Beneficiaries, sample copies of which are made integral parts of this Agreement.

5.2 **SM** shall

- (a) Allow Beneficiaries to enter the cinema upon proper verification of qualification, subject to the conditions specified in this Agreement;
- (b) Submit to **LGU BACOR**, within the first twenty (20) days of the succeeding month, the list of Beneficiaries who availed of the privilege together with the schedule of the gross receipts derived from the operation of the cinema for purposes of computing the amount of amusement tax due from which the cost of the privilege is to be deducted; and
- (c) Maintain accurate records in the implementation of this Agreement.

**SECTION SIX
REPRESENTATIONS AND WARRANTIES**

6.1 **Representations and Warranties.** Each party hereby represents and warrants that:

- (a) It is an entity organized and existing under and by virtue of the laws of the Republic of the Philippines, with full power and authority to enter into this Agreement;
- (b) It has obtained all necessary corporate and/or governmental approvals and/or authorizations for the execution of this Agreement;
- (c) This Agreement shall, upon its execution, valid, binding, binding, and enforceable against it in accordance with the terms hereof;
- (d) It has obtained the necessary permit/s, license/s, or authorization/s from the proper government agencies or offices to perform its specific obligations under this Agreement and shall maintain said permit/s, license/s or authorization/s for the entire duration of this Agreement;
- (e) It shall be exclusively liable for any and all taxes, license fees, permit fees, charges, and assessments which are imposed or may hereinafter

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be imposed by the proper governmental tax authorities in relation to the performance of its specific obligations under this Agreement; and

- (f) It shall faithfully comply with all the obligations, acts, and undertakings required of it hereunder.

SECTION SEVEN MISCELLANEOUS PROVISIONS

- 7.1 **Indemnity.** Each Party shall defend, indemnify and hold the other Party and/or their respective directors, officers, agents, and employees completely free and harmless from and against any and all liability, loss, damages, expenses (including attorney's fees) as a result of third party claims, demands, judgements which may be made or instituted against any of them arising out of any negligent act, omission, or willful misconduct of the subject party, the latter's affiliates, directors, officers, agents, or employees with respect to the performance by the subject Party of its obligations under this Agreement, or the performance of said obligations in violation of applicable laws, rules, or regulations.
- 7.2 **Force Majeure.** In cases of Force Majeure/fortuitous events and/or when public interest/welfare so demands, **SM** shall have the right and authority to relocate, reschedule free movie screenings, without incurring any liability and cancel the scheduled free movie screenings without incurring any liability therefore to **LGU BACCOOR** and without being deemed to be in breach of this Agreement, upon giving reasonable notice thereof to **LGU BACCOOR**. In this regard, the terms "Force Majeure/fortuitous event" shall mean all events which could not be foreseen or although foreseen were inevitable and beyond the control of the Party/ies, and which materially affect the ability of the Party/ies to comply with any of its/their obligations under this Agreement, and shall include, among others, acts of war or public enemy (whether declared or not), fire, earthquake, floods, typhoons, public disorders, sabotage, rebellion, revolution, civil commotion, strikes, lockouts, boycotts or other industrial or labor disputes, acts, orders and rulings of Government, whether national or local, or any of its agencies and instrumentalities, which may adversely affect the performance of the respective obligations or the exercise of the respective rights of the Parties, and which could be attributed to the fault, negligence and participation of the Party/ies and/or their respective agents/employees or any other cause or causes, whether similar or dissimilar to the foregoing, which are beyond the reasonable control of the Party/ies. Once the event of Force Majeure or fortuitous event has already ceased, **SM's** duly authorized representative shall immediately notify of said fact.
- 7.3 **Relationship of the Parties.** Nothing in this Agreement shall be construed as establishing or creating an employer-employee or principal-agent relationship, or a partnership between the Parties and/or the latter's representatives, employees, personnel, or agents, on the other hand. As such, each of the Party shall hold each other free and harmless from any liability, cause/s of action, or claims which may be filed by each Party's representatives, employees, personnel, or agents, in connection with this Agreement, under Philippine labor laws which are now in effect or may be promulgated in the future.

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- 7.4 **Non-Assignment.** No Party shall assign this Agreement or any portion thereof to a third party without prior written consent of the other, except that **SM** may validly assign to its principal or any of its affiliates/subsidiaries, which assignment shall be communicated in writing to **LGU BACCOOR**, *Provided*, That **SM** shall continue to be liable for its obligation hereunder. Any assignment made in violation of this provision shall not be binding upon the other Party.
- 7.5 **Breach of Contract.** Either Party shall indemnify and hold the other party liable for breach of any terms and conditions stipulated in this Agreement. The aggrieved party shall be entitled to claim for damages in addition to any other right which said Party may have against the other by law or in equity.
- 7.6 **Authority of Signatories** The Parties respective signatories hereunder represent and warrant that all necessary corporate and other approvals for the execution of this Agreement by the Parties, respectively, have been duly obtained.
- 7.7 **Non-Waiver** The failure of one Party to insist upon the strict performance of any term, condition, and/or covenant hereof shall not be deemed a relinquishment or waived of any subsequent breach of or non-compliance with the same or any other term, condition and/or any other term, condition and/or covenant hereof. No waiver by any one Party of its rights under this Agreement shall be deemed to have been made unless expressed clearly and in writing and signed by said Party.
- 7.8 **Governing Law.** This Agreement shall be interpreted, governed and enforced in accordance with the laws of the Republic of the Philippines.
- 7.9 **Disputes.** The Parties agree that in the event that there is any dispute or dispute or difference between them arising out of this Agreement or in the interpretation of any of the provisions hereof, the respective signatories of the Parties shall promptly meet to resolve such dispute or difference and the joint decision of such signatories approved by their respective managements, shall be binding upon the Parties thereto.
- 7.10 **Venue.** In the event that a settlement or resolution of any dispute or difference is not arrived at pursuant to the immediately preceding section of this Agreement, the Parties hereto submit to the exclusive jurisdiction of the proper courts of Pasay City or Bacoor City, at the option of the aggrieved party, to the exclusion of all other courts, for the hearing and determination of any proceeding arising out of or in connection with this Agreement.
- 7.11 **Entire Agreement.** This Agreement and any other provisions or terms specifically incorporated therein constitute the entire agreement of the Parties and supersedes all prior agreements that may have been executed in connection with the subject hereof. This Agreement may be amended but only by an instrument in writing signed by both Parties. The terms, provisions and covenants of any such amendment/s shall inure to the benefit of and be binding upon the Parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument to be effective the day and year first above written.

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CITY GOVERNMENT OF BACOOR
By:

SM PRIME HOLDINGS, INC.
By:

Hon. **STRIKE B. REVILLA**
City Mayor
City Resolution No. ____
Series of 20__

Ms. MARIA ANICIA P. NAVAL
*Duly Authorized Representative and SM
Lifestyle Inc. Senior Vice-President*

WITNESSES:

Atty. AIMEE TORREFRANCA-NERI
City Administrator
Office of the City Administrator

<FULL NAME>
<Position/Designation>

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
BACOOR CITY, CAVITE) SS.

BEFORE ME, a Notary Public for and in the above-stated jurisdiction, this _____, personally appeared the following:

Name	Gov't Issued ID / ID Number	Date and Place Issued
STRIKE B. REVILLA		
MARIA ANICIA P. NAVAL		

Known to me to the same persons who executed the foregoing Agreement and acknowledged to me that the same is their own free will and voluntary act and deed of the corporations or entities they represent. This Agreement consists of _____ () pages including this page wherein the acknowledgment is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto set my hand on the day, year and place above written.

Doc. No. ____
Page No. ____
Book No. ____
Series of 20__

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