



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. RAMON N. BAUTISTA
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:
HON. STRIKE B. REVILLA
City Mayor

**CITY RESOLUTION NO. 2025-650
Series of 2025**

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH DIGITAL OUT OF HOME INCORPORATED REGARDING THE DEVELOPMENT, INSTALLATION AND MAINTENANCE OF STATIC/DIGITAL ADVERTISING DISPLAYS.

Sponsored by:

Hon. Rogelio M. Nolasco

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon C. Bautista, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis, and Hon. Levy M. Tela.

WHEREAS, Digital Out of Home Incorporated (DOOH) is engaged in the business of advertising, marketing, promoting, manufacturing and vending outdoor advertising media;

WHEREAS, the DOOH intends to develop, install and maintain digital advertising display on the property of the city government;

WHEREAS, the City Government of Bacoor and the DOOH recognize the potential for generating profits through the operation of advertising displays on the city government's property;

WHEREAS, a copy of a draft Memorandum of Agreement (MOA) was sent to the Sangguniang Panlungsod by the Office of the City Mayor for its review and consideration. The Sangguniang Panlungsod deliberated thereon and found its terms and conditions to be in accordance with law. The proposed MOA is incorporated hereto and will be made a part of this Resolution as **Annex "A"**.

NOW THEREFORE, upon motion of Hon. Rogelio M. Nolasco, unanimously seconded by the City Council, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Mayor Strike B. Revilla, to sign a Memorandum of Agreement on behalf of the City



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SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

Government of Bacoor with Digital Out of Home Incorporated regarding the development, installation and maintenance of static/digital advertising displays.

RESOLVED FURTHER, to furnish the City Mayor, the Digital Out of Home Incorporated, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this resolution.

UNANIMOUSLY APPROVED, this 3rd day of February 2025 during the 126th regular session of the 5th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution was approved in accordance with law.

Certified:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Joint Venture Agreement ("Agreement") is made and entered into this _____ at _____ by and between:

DIGITAL OUT OF HOME INCORPORATED, a domestic corporation with principal office address at 27E Avant, 26th Street corner 3rd Avenue, BGC, Taguig City, duly represented by its President, **ALVIN M. CARRANZA** (hereinafter referred to as "DOOH"); and

- and -

CITY OF BACCOOR CAVITE, a Local Government Unit principal office address at Bacoor Boulevard, Bacoor, Cavite duly represented by its Mayor, **HON. STRIKE B. REVILLA** (hereinafter referred to as "LGU"),

(collectively referred to as "Parties")

- WITNESSETH: That -

WHEREAS, DOOH is engaged in the business of advertising, marketing, promoting, manufacturing and vending outdoor advertising media;

WHEREAS, the LGU is the registered owner of a property located at Bacoor Boulevard, Bacoor, Cavite ("Subject Property");

WHEREAS, DOOH intends develop, install, and maintain digital advertising displays on the Subject Property;

WHEREAS, the Parties recognize the potential for generating profits through the operation of advertising displays on the Subject Property;

WHEREAS, the Parties agree that it would be mutually beneficial to enter into a Joint Venture Agreement with the aim of sharing the gross profits from the venture;

WHEREAS, the Parties desire to establish the terms and conditions governing their joint venture, including the rights, obligations, and responsibilities of each party;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. DEFINITION OF TERMS

For purposes of this Agreement, the following terms shall mean:

- 1.1 Memorandum of Agreement ("MOA") shall refer to the contractual agreement of DOOH and LGU under terms and conditions herein set forth, without, however, forming a general partnership.
- 1.2 Memorandum of Agreement ("MOA") shall refer to the marketing and sale, through sub-leasing, of advertising space or services thereon to the public.
- 1.3 Digital Displays shall refer to the outdoor advertising displays specifically shown and described in Annex "A".

- 1.4 **Gross Profits** shall refer to all monthly revenues actually collected due from third parties out of the MOA on the Digital Displays in the Subject Property managed and operated by DOOH, net of value-added tax.
- 1.5 **Third-Party Client** shall refer to any person or entity who enters into a contract with DOOH in connection with the MOA.

2. OBLIGATIONS OF THE PARTIES TO THE JOINT VENTURE

- 2.1 DOOH shall be exclusively responsible for all stages of the business sought to be operated, including but not limited to the following:
 - 2.1.1 Conduct of market studies;
 - 2.1.2 Compliance with regulatory requirements and insurance;
 - 2.1.3 Commissioning lease, construction, installation, operation and maintenance of the Digital Displays;
 - 2.1.4 Marketing and sales or lease of advertising space or services on the displays to the public.

In case the LGU refers clients, such a referral shall enjoy preference by DOOH.

- 2.2 The LGU hereby agrees that, in lieu of receiving rental charges for the use of the Subject Property, it shall be entitled to a share in the Gross Profits as compensation, according to the Revenue Sharing provided in item number 6 of this Agreement.

The above obligations notwithstanding, no general partnership, corporation, or any other entity shall be created for purposes of this Agreement, and no relationship other than a contractual obligation under the terms and conditions of this Agreement shall be established between the Parties.

3. TERM, EXPIRATION, RENEWAL, AND OPERATIONAL HOURS

- 3.1 The term of this Agreement shall commence on the date indicated at the beginning of this Agreement, and shall extend for a period of twenty – five (25) years.
- 3.2 This Agreement may be renewed or extended under such terms and conditions mutually acceptable to the Parties, provided that DOOH shall notify the LGU in writing of its intention to renew or extend the lease at least one (1) year prior to the expiration of the Agreement.
- 3.3 The LGU hereby grants DOOH the Right of First Refusal. DOOH shall have the right to exercise this option by furnishing a written notice of its intention to renew at least one (1) year prior to the expiration of the Agreement.
- 3.4 The Digital Displays shall be operational from 6:00 am to 12:00 midnight, from Monday through Sunday. The lightings for the Digital Displays shall be operational from 6:00pm to 11:00pm, Monday through Sunday.

4. MANAGEMENT/GOVERNANCE STRUCTURE

- 4.1 The Parties shall be managed and controlled jointly through the respective authorized representatives of the Parties, who may not be replaced except by a validly executed board resolution. Only one (1) representative shall be allowed per party.

- 4.2 DOOH shall bear the primary responsibility to market the MOA's advertising services to third parties, negotiate, execute and implement the resulting contracts, collect, remit and account for all Gross Profits. As a result, all contracts pertaining to the sales or lease of the Digital Displays shall be prepared and executed in the name of DOOH.

ALVIN M. CARRANZA shall represent DOOH while STRIKE B. REVILLA shall represent LGU, unless another representative has been duly designated by virtue of a validly executed board resolution.

Neither party be entitled to compensation for the services they perform under this Agreement.

5. REPORTING AND ACCESS TO INFORMATION

- 5.1 In the execution of their respective responsibilities, the parties shall maintain absolute transparency, and shall provide the other party with all relevant records, documents or information in relation to the MOA, including contracts of lease of advertising space with third party clients.
- 5.2 At the end of each month, DOOH shall submit to the LGU a Monthly Sales Report. The report shall include a collection report in reference to these contracts and a computation of the profit sharing of both parties. The LGU shall advise the acceptance of this computation within five (5) days from the date of receipt of the report. Once there is acceptance or the five (5) days had lapsed, DOOH shall prepare a check for LGU's share in profit and remit the said check within ten (10) days.

6. REVENUE SHARING

- 6.1 In order to ensure proper accounting, all Net Revenue or any part thereof paid to any of the parties arising out of the MOA shall be deposited in the account of DOOH. Subsequently, DOOH shall remit the proportionate share of profits to the LGU.
- 6.2 All necessary licenses and permits for the operation and maintenance of the advertising space shall be for the account of DOOH. The LGU shall assist and cooperate with DOOH whenever necessary.
- 6.3 Operating expenses such as but not limited to utilities, repair, maintenance and similar and/or incidental costs directly related to the MOA, shall be to the account of DOOH.
- 6.4 The monthly Net Revenue shall be distributed to the parties simultaneously at the end of each month, following the deduction of all operating and cost of sales expenses. The distribution of the remaining Net Revenue shall be allocated as follows:
- 6.4.1 10% to the LGU; and
 - 6.4.2 90% to DOOH, INC.
- 6.5 As stipulated in 6.4 of the contract, a deduction of all operating and cost of sales expenses from the monthly Gross Profit shall be allocated to cover the MOA's Operating Expenses. This amount shall be maintained in DOOH's account. The funds in this account shall be utilized to address the expenses mentioned in paragraph 6.3, and applicable taxes shall apply.

7. WARRANTIES AND UNDERTAKINGS

7.1 LGU's Undertakings:

- 7.1.1 LGU shall provide the location which shall be developed into outdoor advertising platforms.
- 7.1.2 LGU shall ensure that all necessary permits over the Subject Property has been complied with.
- 7.1.3 LGU shall cover for the rental of the area.
- 7.1.4 LGU is the only true, absolute, and beneficial owner and possessor in good faith of the Subject Property. The LGU shall defend the peaceful use of the Subject Property by DOOH.
- 7.1.5 The LGU shall ensure that all necessary licenses and permits for the operation of the outdoor advertising platforms has been complied with.
- 7.1.6 LGU shall maintain the real property taxes of the Subject Property thereon.

7.2 DOOH's Undertakings:

- 7.2.1 DOOH shall manufacture, construct and install advertising structures on the designated area of the Subject Property.
 - 7.2.2 DOOH shall be responsible for the operation and maintenance of the outdoor advertising platforms located within the designated areas of the Subject Property.
 - 7.2.3 DOOH shall manage and control the display of LED advertising materials for third-party clients.
 - 7.2.4 DOOH shall have the sole responsibility for Sales & Marketing activities related to the MOA.
 - 7.2.5 In the absence of revenues, DOOH shall cover for the utility and operational expenses incurred under this Agreement.
- 7.3 The parties undertake, represent and warrant to each other that they have the respective capacity and authority to enter into this Agreement and to implement the transactions contemplated herein, and that upon the execution hereof, the same shall be legal, valid and enforceable as against each of them.

8. TAX IMPLICATIONS AND OTHER REPORTORIAL REQUIREMENTS

- 8.1 Generally, all reportorial, accounting and taxation requirements, implications and compliance of the parties as separate entities before the Securities and Exchange Commission, the Bureau of Internal Revenue, the local government or any other governmental agency or entity in the Philippines or abroad, particularly in relation to activities in relation to this JV, shall be for their separate and individual compliance. As such, the parties hold each other free and harmless from any claim, suit or damage that may be caused by, arise out of, or accrue in relation to a party's fault or negligence in complying with government reportorial, accounting and taxation requirements, implications and compliance regulations.

9. ALLOCATION OF SPOTS

- 9.1 A portion equivalent to 10% of the total run time of 10-second spots on the LED Digital Displays shall be allocated to the LGU where the Subject Property is located, which they may utilize to promote the LGU's advocacies, advisories and announcements.

10. EXCLUSIVITY

- 10.1 The LGU shall grant DOOH the exclusive right to market, sell and use the Digital Displays of the LGU, together with all infrastructure improvements and fixtures located in the Subject Property, during the entire term of this Agreement. The exclusive use shall be defined and described in Annex "A".

- 10.2 DOOH shall market and sell advertising spots to potential clients and for no other purpose.

11. CONFIDENTIALITY AND NON-DISCLOSURE

- 11.1 Neither party shall make any disclosure of the existence or the terms of this Agreement without the prior written consent of the other party, unless otherwise required by law, any government or regulatory body or stock exchange, in which case a written prior notice shall be sufficient indicating the following:

- 11.1.1 The person or entity requesting the disclosure;
- 11.1.2 The information being required; and
- 11.1.3 The purpose of the disclosure thereof.

- 11.2 In the course of this JV, each party may have already given, or will be giving, to the other non-public information concerning itself relating to its business and operations, including but not limited to:

- 11.2.1 Any or all information considered as personal data under Republic Act No. 10173, also known as the Data Privacy Act of 2012 (DPA), and its Implementing Rules and Regulations;
- 11.2.2 Information relating to commercial, financial, marketing, technical, planning or other business affairs and internal records;
- 11.2.3 Trade secrets, know-how, methods, techniques, processes, programs, inventions and other information relating to products, services or processes marketed or used in the course of business; and
- 11.2.4 Customer lists and other information relating to other persons, including customers, subcontractors, employees, and co-venturers or any customers or potential customers.

(collectively "Confidential Information")

- 11.3 Each party warrants that it shall not, without prior written consent of the party owning the Confidential Information:

- 11.3.1 Disclose or permit to be disclosed all or any part of the Confidential Information to any party;
- 11.3.2 Copy or reproduce or permit to be copied or reproduced in any form, all or any part of the Confidential Information; and
- 11.3.3 Directly or indirectly use or disclose or in any way exploit the Confidential Information.

12. INVENTIONS AND OTHER INTELLECTUAL PROPERTIES

12.1 Any and all materials, drawings or inventions developed by DOOH or with others during this agreement, as well as all intellectual property rights thereto, shall pertain to the DOOH from the moment of their creation. Any invention, discovery, improvement or design including materials and drawings that the LGU make during this agreement and in connection with its business, will be the property of DOOH. After termination of this Agreement, LGU should not remove any documents, proprietary methodology, printed materials, computer disks or other materials gained in the course of this agreement.

12.2 In this connection, LGU agrees to immediately disclose and provide to the DOOH all relevant information and do whatever is necessary to enable it to obtain any letters patent, design registration or copyright which the DOOH may require to obtain, maintain and enforce legal title and rights in and to all intellectual properties referred to above without any special or additional compensation to the independent contractor's self, including appointing the DOOH and/or its responsible officers as the as the LGU's attorney-in-fact for the aforesaid purpose.

13. NON SOLICITATION CLAUSE

During this Partnership, LGU shall not for any reason, whether on their own behalf, as an owner, independent contractor, employee, consultant, agent, partner, shareholder, co-venturer or otherwise, or on behalf of any other person, corporation, partnership, venture or any other entity or form of business, or otherwise, directly or indirectly:

13.1 Interfere with, solicit or hire (or attempt to interfere with, solicit or hire any officers, employees, representatives or agents of the DOOH or any of its subsidiaries; or

13.2 Induce or encourage (or attempt to induce or encourage) any officer, employee, representative or agent of the DOOH or any of its subsidiaries (A) to leave the employ or service of the DOOH or any of its subsidiaries, or (B) to violate the terms of their contract with the DOOH or any of its subsidiaries; or

13.3 Provide the DOOH's Business to any client of the DOOH which he has direct contact, direct supervisory responsibility or access to confidential information, nor will the Officer solicit, induce, or attempt to induce any such client to:

- (a) stop doing business with or through the DOOH, or
- (b) do business with any other person, firm, partnership, corporation or other entity that provides products or services materially similar to those provided by the DOOH.

14. TERMINATION

14.1 This Agreement may be pre-terminated by any of the Parties, if any of the following events occur:

14.1.1 The other party materially breaches this Agreement, and such breach is not cured within thirty (30) days from written notice by the non-breaching party to the breaching party, without prejudice to the right of

the non-breaching party to avail of the remedies granted by the law and equity;

14.1.2 Either party declares insolvency or has become insolvent, is placed under receivership, voluntarily or involuntarily becomes the subject of a court action for suspension of payments, rehabilitation or liquidation, or has otherwise lost or impaired its capacity to contract; and/or

14.1.3 Both parties mutually decide in writing to terminate the joint venture relationship herein.

14.2 In the event that either party has cause to terminate this Agreement, the terminating party shall provide written notice to the other party at least thirty (30) days prior to the intended date of termination. The notice shall include the reasons for termination.

15. DISPUTE RESOLUTION

15.1 Any and all disputes, controversies, and conflicts between the Parties in connection with this Agreement or the JV relationship shall, so far as possible, be settled amicably between the Parties.

15.2 Failing such an amicable settlement, any and all disputes, controversies and conflicts arising out of or in connection with this Agreement or its performance (including the validity of this Agreement) shall be referred to mediation, conciliation and court action, in that particular order.

15.3 This Agreement shall be governed by, and construed in accordance with the laws of the Philippines.

16. EQUITABLE RELIEF

The Parties shall have the right to avail of any equitable relief, including injunction and/or specific performance, to enforce any of the rights arising hereunder, or to prevent or cure any breach of this Agreement, without in any way prejudicing any other available legal relief.

17. NOTICES

All notices required to be made between the parties shall be in writing and personally served, sent by fax, or electronic mail, addressed to the respective party's representative named in this Agreement and to the parties' addresses provided for herein.

18. SEPARABILITY

The invalidity or unenforceability of any provision hereof shall not affect or impair the other provisions which otherwise can be given full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and executed on the date and at the place first above written.

DIGITAL OUT OF HOME INC.

CITY OF BACOR CAVITE

By:

By:

ALVIN M. CARRANZA
President

HON. STRIKE B. REVILLA
Mayor

SIGNED IN THE PRESENCE OF

ANNEX A

lamppost,
outdoor billboard signs,
pedestrian overpass:

- Niyog
- SM (2x)
- Tirona Highway (1x)
- St. Dominic
- Talaba
- Molino

external façade of the footbridges,
main road signage,
mini billboards along sidewalk, and
other potential outdoor advertising sites

REPUBLIC OF THE PHILIPPINES)

)SS.

SECRETARY'S CERTIFICATE

I, **MASTROIANNI G. ALCALA**, Filipino citizen, of legal age, and with office address at 271 Avant at the Fort, 26th Street, corner 3rd Avenue, Bonifacio Global City, Taguig, being the Corporate Secretary of **DIGITAL OUT-OF-HOME INC.**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 271 Avant at the Fort, 26th Street, corner 3rd Avenue, Bonifacio Global City, Taguig, (the "Corporation"), do hereby certify that:

1. I am the Corporate Secretary of **DIGITAL OUT-OF-HOME INC** (the "Corporation"), organized and existing under virtue of the laws of the Philippines with principal office at 271 Avant at the Fort, 26th Street, corner 3rd Avenue, Bonifacio Global City, Taguig,
2. At a duly constituted/special meeting (Hybrid) of the Board of Directors of the Corporation held on **30 September 2024**, during which a quorum was present and acted throughout, the Board unanimously passed and approved the following resolutions:

"RESOLVED, AS IT IS HEREBY RESOLVED, that (the "Corporation"), through its Board of Directors, hereby authorizes its Chief Executive Officer, **ALVIN M. CARRANZA**, as the Corporation's representative to enter into a contract and/or Memorandum of Agreement with the **Local Government of City of Bacoor, Cavite**

"RESOLVED FURTHER, that the Corporation hereby appoints the above-named officer, to be the Corporation's representative with authority to follow-up, sign and execute for and in behalf of the Corporation, all documents, papers, and deeds in connection with the above transaction.

3. The above resolution has not been altered, modified or revoked and same remain in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ of October 2024 at

MASTROIANNI G. ALCALA
Corporate Secretary

SUBSCRIBED AND SWORN TO before me in _____ day of August 2024, affiant exhibiting to me his _____ valid until _____ as competent proof of his identity.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2024.