



AGREEMENT - MISCELLANEOUS

TERMS AND CONDITIONS

1. DOWNPAYMENT. *(For Smart Bride / For Venue Only / All booking Packages)* – To reserve the chosen event or function date and venue, the Client shall pay Jardin de Miramar (“Jardin”) an initial downpayment of TEN THOUSAND PESOS (P10,000.00). Client must pay the full downpayment of THIRTY THOUSAND PESOS (P30,000.00) within one (1) month from payment of the initial downpayment. Failure to pay the full downpayment within the one (1)-month period shall cause the forfeiture of all payments made to Jardin, and the event or function booked shall be automatically cancelled.

If the Client foresees that the full downpayment cannot be settled within the one (1)-month period, the Client shall submit a written request for extension of payment, not more than two (2) weeks before the expiration of the one (1)-month period. The request for extension shall be subject to approval by Jardin.

2. FULL PAYMENT. The package fee shall be fully paid at least three (3) months before the event or function date. Failure to do so shall cause the automatic cancellation of the event or function and forfeiture of any payments made in favor of Jardin.

3. MODE OF PAYMENT. Full downpayment shall be paid in cash on-site (at Jardin) or through bank deposit. For subsequent payments, post-dated checks are preferred, but Client may also pay through bank deposit, upon request. Maximum cash payments on-site is Ten Thousand Pesos (₱10,000.00) only. Any amount exceeding ₱10,000.00 shall be paid through post-dated checks or bank deposit. For any additional service booked two (2) weeks before the event or function date, only cash payments shall be accepted.

4. PEAK MONTHS. Event date that falls on PEAK MONTHS shall have a 10% additional venue fee. (Refer to the rate sheet of Peak Months and Non-Peak Months.)

- December
- February
- January
- June

5. MAXIMUM BOOKING MONTH. Clients may only reserve and reschedule an event date for a maximum and within of the eighteen (18) MONTHS from the initial downpayment date.

6. CONVERSION / DOWNGRADE. If the Client decides to convert, downgrade or reschedule the event or function date or venue, the Client shall be given a sixty (60)-day penalty-free adjustment period. Penalty charges will apply after said period.

a. PACKAGES DOWNGRADE TO VENUE ONLY BOOKING. Penalty will be computed as follows:

Period	Penalty based on venue rate
60 days from booking date	No penalty
61-120 days after booking date	Twenty percent (20%)
121 days or more after booking date	Fifty percent (50%)
271 days after booking date	No downgrade allowed

For two (2) venue bookings, penalty will be computed based on the venue with higher value.

b. VENUE DOWNGRADE. Penalty will be computed as follows:

Period	Penalty based on rate of originally booked venue
60 days from booking date	No penalty
61-120 days after booking date	Twenty percent (20%)
121 days or more after booking date	Fifty percent (50%)
271 days after booking date	No downgrade allowed

For two (2) venue bookings, penalty will be based on the venue with higher value.

c. SERVICE CONVERSION/CANCELLATION/DOWNGRADE. Penalty for adjustment of any of the downgraded services shall apply:

Period	Penalty
60 days from booking date	No penalty
61-120 days after booking	Two Thousand Pesos (₱2,000.00)
121 days from date of booking	No cancellation.

d. CORKAGE FEE. Corkage fees shall apply to any service availed from a supplier not accredited by Jardin. Please see attached corkage fee rate sheet and guidelines.

e. COMPUTATION OF PENALTY CHARGING. If a service has been cancelled and is subject to both a CORKAGE FEE and SERVICE CONVERSION/DOWNGRADE PENALTY, the Client will be charged with penalty of higher value.

7. REVISION OF PACKAGES/SERVICE/VENUE. Subject to the provisions of Paragraph 4, Client is allowed to have maximum of three (3) revisions in the Agreement whether for an upgrade or downgrade, rescheduling of date, time, or change of chosen venue. After three (3) revisions, Client shall be subject to penalty as follows:

Period	Penalty based on Venue Rate or Package Rate
30 days from the revision date	No penalty
31-60 days after revision date	Ten percent (10%)
61 days after revision date	No revision allowed.

8. RESCHEDULING OF DATE. Client is given a period of sixty (60) days from booking date to change the event or function date. Otherwise penalty shall be imposed as follows:

Period	Penalty based on venue rate
60 days from booking date	No penalty
61-120 days after booking date	Twenty percent (20%)
121 days or more from date of booking date	Fifty percent (50%)

9. CASH BOND. Upon booking a venue, Client shall pay a cash bond of Ten Thousand Pesos (₱10,000), which shall account for additional charges and/or liabilities incurred by the Client during the event or function.

If Client books rooms or lounges in Jardin, an additional cash bond of Five Thousand Pesos (P5,000) for each room or lounge will be added to the Client's total package fee. If the cash bond is not sufficient to cover the additional charges and/or liabilities incurred, the Client shall pay in cash before leaving the premises of Jardin.

A breakdown of the additional charges and/or liabilities will be indicated in the Cash Bond Refund Form. Immediately after the event or function, Jardin's Officer-in-Charge, the caterer, together with the Client's representative, shall conduct an inspection of the venue used. Refund of the remaining cash bond, if any, shall be made within fourteen (14) working days from the event or function date, through check or bank deposit.

10. CANCELLATION-NO REFUND. In case of cancellation, all payments made by the Client shall be forfeited in favor of Jardin. However, the event can be rescheduled without penalty in case of death or serious illness of immediate family members, which shall include only parents, grandparents, siblings or children. In case of death of one or both of the parties to a wedding, the event shall be cancelled and the full amount paid by the Client shall be refunded.

For any of the above rescheduling or cancellation, the Client is required to submit a written request to Jardin, subject to its approval. New rates and terms shall be applied, as may be applicable.

11. CATERER'S INGRESS/EGRESS. Ingress is three (3) hours before the event or function, while egress is one and a half (1.5) hours after the event or function, which includes pull out of tent, if any. Client shall ensure that his or her non-accredited caterer follows Jardin's "Policies for the Caterers," a copy of which is attached for reference. In addition, Client shall pay corkage fee in accordance with Paragraph 4 (d) of this Agreement.

12. INGRESS AND EGRESS OF EVENT STYLISTS AND SWAGS SUPPLIERS. Ingress is five (5) hours and may be as early as 6:00 A.M., subject to availability of the premises and approval of Jardin management. Event set-up shall be done preferably during office hours (8:30 A.M. – 5:00 P.M.). If additional time is needed after office hours, Jardin shall charge the Client electricity rate of One Thousand Pesos (₱1,000) per hour. Ingress of one (1) day prior to the event shall have a fixed charge of P3,000 per day, inclusive of electricity.

In case the event stylist and swag supplier leave their tools and equipment in Jardin's premises after the event or function, Jardin shall impose a storage fee of One Thousand Pesos (₱1,000) per day. Jardin shall not be liable for any loss and/or damage to the stored tools and equipment.

If not yet paid prior to ingress, the swag supplier's / event stylist's fee will be charged to client, chargeable to the cash bond or payable through cash.

13. TIME OF EVENT OR FUNCTION.

Event or Function	Time Period and Maximum Hours	Extension of time
Daytime event	7:00 A.M. to 1:00 P.M. (maximum of three (3) hours)	No extensions allowed.
Nighttime event	4:30 P.M. to 11:00 P.M. (maximum of four (4) hours)	Extensions allowed up to 12:00 A.M. only, subject to Jardin management's approval.
Kiddie / Baptismal Events	Up to 6:00 pm (maximum of (3) three hours)	Extensions allowed, subject to Jardin management's approval.

Midday / Weekend bookings falling within the months of December, January, February, and June shall incur a Ten Percent (10%) surcharge from the regular venue rate.

Corresponding overtime charges are provided in the Venue Rate Sheet, a copy of which is attached for reference. A fraction of an hour shall be considered as one (1) hour.

14. CAPACITY/VENUE. Each venue can accommodate a specified number of guests. Indicated in the Venue Rate Sheet, a copy of which is attached for reference.

Children five (5) years old and below shall not be counted in the number of persons to be charged. In cases where adjoining venues are encroached due to exceeded guest capacity, Client shall be charged for using the additional venue at forty percent 40% discount from its regular rate.

Client must settle the difference / increase of the number of guests before the event date.

15. TANDEM VENUE. Standard pairing of venues are as follows. The second venue can be used as a ceremony venue, if preferred by Client:

- Paradiso / Pergola / Terraza / Galera
- Sevilla / Plaza / Estacion / Intramuros
- Ylang-Ylang / Prado
- Isla / Agua Fuente / Tierra

If Client opts to use a second venue not specified in the standard pairing list above, Jardin may only confirm the availability of the second venue at least (2) two weeks before the event date. The difference between the initial second venue and the new second venue must be paid upon confirmation of adjustment.

16. LOUNGE/DRESSING/PREPARATION AREA. Client paying the full rate for the venue is entitled to free use of one (1) lounge during the duration of the event or function. Lounge use outside of the event or function hours are charged at One Thousand Pesos (₱1,000.00)

per hour, with a fraction of an hour considered as one (1) hour. If the Client wishes to use the lounge outside of these Agreement, he or she may do so but for a fee of Three Thousand Five Hundred Pesos (₱3,500.00) and subject to the lounge's availability.

17.. USE OF BRIDAL CAR. Use of bridal car shall be limited to three (3) hours only. The bridal car comes with a driver, gasoline, and artificial flower bouquet. The maximum distance covered by the basic rate of Six Thousand Pesos (₱6,000.00) is for (7) seven kilometers only. This includes pick-up at the residence/hotel to church, and drop-off at Jardin. If pickup is more than seven (7) kilometers, there shall be an additional charge for gasoline in the amount of One Hundred Pesos (₱100.00) per kilometer. Client shall be charged One Thousand Pesos (₱1,000.00) per hour for use of bridal car in excess of three (3) hours, with a fraction of an hour considered as one (1) hour. Jardin de Miramar has the right to change the bridal car vehicle type in case of unexpected circumstances, with notice to the Client.

18. ELECTRICITY USE- Client is required to submit a list of suppliers and their equipment, if any, with corresponding wattages, one (1) week before the event or function date. Additional charges for electricity will apply for the following suppliers:

- Band, Lights & Sounds, LED Wall – ₱2,500
- Additional Lighting equipment (4 LED PAR lights) – ₱1,500
- String Lights 200 bulbs – ₱1,000
- String Lights 350 bulbs – ₱1,500
- Non-Accredited Photobooth with Onsite Printing – ₱650
- Food Carts w/ the use of electricity – ₱650

197. Clients who will provide their own sound system shall be charged a corkage fee of Five Thousand Pesos (P5,000.00). In addition, the Client shall pay additional cash bond of Ten Thousand Pesos (₱10,000), which will increase the total cash bond to Twenty Thousand Pesos (₱20,000.00).

20. DURING RAINFALL. Jardin de Miramar has the discretion to transfer a Client's event to an unoccupied venue, with due notice to the Client. During heavy rainfall, Plaza may be upgraded to Sevilla non-aircon, free of charge. Additional venue charges shall be applied if Client opts to upgrade to Sevilla Aircon. Attached is the venue rate sheet for reference.

For Galera, Terraza, Tierra, Pergola, Colina venues, the Client must provide their own tent. If Client opts to transfer to any vacant, covered venue, the Client shall pay the price difference between the original venue and the venue upgrade, if applicable. Price difference must be fully paid prior to ingress.

21. Fireworks are not allowed. However, Wedding Sparklers and smoke bombs are allowed.

22. Guests should vacate the premises strictly by 12:01 a.m.

23. Jardin shall request Client's permission to publish photos taken within the Jardin premises during the event or function through a Authority to Publish, a copy of which is attached. Upon signing of said Authority to Publish, the Client grants Jardin authority to publish said photos in Jardin's website, social media pages, or other publications affiliated with Jardin. The Authority to Publish shall be submitted to Jardin simultaneous to the signing of this Agreement, or at any time prior to the scheduled date of event or function.

24. Any other government permits required by the client, such as Brgy. Permit for traffic assistance, aside from business permit, value added tax, shall be for the Client's account.

25. Due care shall be exercised in the use of the Jardin's facilities and properties of Jardin. Damages to Jardin's facilities and properties by the Client or the Client's guests will be charged to the Client's cash bond accordingly.

26. Children below eight (8) years old shall be accompanied by adults at all times.

27. Jardin assumes no liability for any loss, injury, damage, accident, delay, irregularity or disturbance suffered by the Client (whether personally or in respect to Jardin premises or any contents therein), or by any of his/her/its employees, clients, or any other person whosoever, that may occur during events such as tours, fieldtrips, team building, meetings or gatherings. The Client assumes full responsibility over the caterer/suppliers and services he/she employs for the event or function, and hereby frees Jardin from any liability whatsoever, including any suit and legal obligations, with regard to their services and employees' performance, including claims for damages arising from food poisoning and sanitary complaints.

28. In the event that this Agreement is not signed by both parties, receipt of deposit / down payment from the Client, as supported by the Official Receipt and/or Acknowledgment Receipt issued by Jardin, constitutes full understanding and acceptance by both parties of all the provisions in this Agreement.

29. Client shall be responsible for any damage done at the premises of Jardin by his guests, and waives his rights on all claims and demands against Jardin de Miramar for any such loss, damage or injury to the Client, guests, suppliers, and other persons, and hereby agrees to indemnify and hold Jardin free and harmless from any and all liability for any such loss, damage or injury, and from all costs and expenses arising therefrom, including but not limited to damages and attorney's fees.

30. Jardin shall be excused from performance of services under this Agreement and any of its attachments, and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any event or contingency beyond the control of the parties including, but not limited to, work stoppages, fire, natural disasters, acts of God, public health emergency, and similar occurrences.

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