

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter referred to as the “Agreement”) is entered into by and between Home Laze – Home Massage Services, with business address at Jose Orbe St., Iligan City, (hereinafter referred to as the “Service Provider”), and _____, with business address at _____, (hereinafter referred to as the “Hotel”).

WHEREAS, the Hotel desires to offer massage services to its guests as part of its amenities; and

WHEREAS, the Service Provider is a reputable massage service provider capable of providing quality massage services to the Hotel’s guests; and

WHEREAS, the Hotel desires to promote its massage services to its guests through effective marketing materials, and the Service Provider is capable of providing quality customized marketing materials to the Hotel; and

WHEREAS, the Service Provider is willing to provide the Hotel with customized marketing materials free of cost provided that the use of materials are for the Service Provider’s services only;

NOW, THEREFORE, the parties agree as follows:

1. **Marketing**

The Service Provider agrees to provide customized marketing materials to the Hotel during the term of this Agreement. The marketing materials shall be designed in accordance with the Hotel’s requirements and preferences.

The Service Provider agrees to provide the customized marketing materials to the Hotel free of cost to market the Service Provider’s services. The Hotel shall not be required to pay any fee or expense associated with the design, production, or delivery of the marketing materials.

The Hotel shall have exclusive ownership of the customized marketing materials provided by the Service Provider. The Hotel may use the marketing materials for promotional and marketing purposes only.

The Service Provider will provide customized design with Hotel’s branding and custom prices in the following materials:

- Soft copies of the poster for Digital Marketing assets
- 1 Color-Printed 5” x 6.5” Table Tent for hotel’s front desk
- 5 Color-Printed 18” x 24” Posters for the hotel’s lobby, elevator and other areas within the Hotel premises.
- 300pcs Black & White-Printed 4” x 8” flyers for hotel rooms.

2. **Scope of Services**

The Service Provider agrees to provide massage services to the Hotel’s guests during the term of this Agreement. The massage services shall be provided in a private room or suite within the Hotel’s premises, as agreed upon by the parties.

As part of this service, the Service Provider will provide all necessary tools and equipment, including towels, for use during the massage and nail care sessions. Additionally, the Service Provider will take measures to ensure that all tools are properly sanitized and maintained to promote a clean and hygienic environment.

3. Schedule of Services

The Service Provider shall provide massage services on an as-needed basis, subject to prior arrangement and booking with the Hotel’s front desk. The Service Provider shall provide a schedule of its availability to the Hotel on a monthly basis.

4. Commission Payment

After providing services to the Hotel's guests, the Service Provider must promptly pay the agreed commission to the Hotel based on the pricing table below, with payment to be made in cash or any other mutually agreed-upon form.

5. Mode of Payment

The Service Provider shall remit their commissions via _____ or _____, following the completion of each massage service rendered to guests. This payment method ensures a smooth and efficient transaction between the parties involved. Any other mutually agreed form of payment in the future may be considered as well.

6. Pricing

The Service Provider’s services or packages will be priced individually by each hotel according to their own pricing strategy. But not exceeding 20% of the service retail prices. Hence, the Hotel Prices in the table below serves as the Hotel’s commission from the Service Provider's as a compensation for utilizing the hotel's premises and other resources.

Below is the Service Provider’s price table as of March 6, 2023:

Massage Services	Prices	Hotel Prices	Massage Services	Prices	Hotel Prices
1-hr Swedish Massage	P450	_____	1.5-hr Swedish-Thai Combi	P650	_____
1.5-hr Swedish Massage	P600	_____	1-hr Thai Massage	P550	_____
2-hr Swedish Massage	P850	_____	1-hr Thai Body Dry	P550	_____
1-hr Laze Foot Massage	P450	_____	30-min Thai Foot	P350	_____
30-min Back Massage	P300	_____	30-min Lymphatic Face	P350	_____
1.5-hr Hot Stone Massage	P700	_____	1.5-hr Ventosa Massage	P650	_____

Nail Care Services	Prices	Hotel Prices	Nail Care Services	Prices	Hotel Prices
Regular Mani+Pedi	P250	_____	Miracle Gel Mani+Pedi	P500	_____
Regular Manicure	P120	_____	Miracle Gel Manicure	P250	_____
Regular Pedicure	P150	_____	Miracle Gel Pedicure	P280	_____
Gel Mani+Pedi	P700	_____	Foot Spa	P350	_____
Gel Manicure	P350	_____			
Gel Pedicure	P380	_____			

7. Cancellation

The Hotel and Service Provider understand that sometimes unforeseen circumstances may arise, and our guests may need to cancel their booking.

In the unlikely event that such incident occurs where the guest cancels the massage service at least one hour prior to the scheduled booking date and time, the cancellation will be free of charge.

If the guest cancels the massage service less than one hour prior to the scheduled booking date and time, the massage service provider reserves the right to charge a cancellation fee

of thirty percent (30%) of the service fee. The fifty percent (50%) of the said amount will be given to the Hotel as a commissioned payment.

8. Refund

The Service Provider and Hotel will not offer refunds for massage services once the session has been completed.

The Service Provider strives to provide a high-quality massage experience and will make every effort to ensure customer satisfaction. If a customer is not satisfied with the massage service, both should encourage the guests to speak with their massage provider so that adjustments can be made.

9. Exclusive Rights

The Hotel agrees to grant the massage Service Provider exclusive rights to provide massage services to its guests. The Hotel will not allow any other massage service providers to operate on its premises or offer their services to its guests. It can ensure consistent and high-quality massage services for its guests, which can help improve the overall guest experience and satisfaction.

10. Security

The Hotel and Service Provider take the safety and well-being of the Service Provider's staff very seriously. Everyone has the right to work in an environment free from harassment and discrimination.

In the unlikely event that any such incidents occur against Service Provider's staff inside the hotel, both Service Provider and Hotel's security and/or management should ensure that the situation is handled with the utmost care and sensitivity. Top priority is to protect the Service Provider's staff while also making sure that the situation is resolved in a fair and appropriate manner.

11. Confidentiality

The parties agree to maintain the confidentiality of any and all information obtained from the other party pursuant to this Agreement and to not disclose such information to any third party without the other party's prior written consent.

12. Term and Termination

This Agreement shall commence on _____ and shall continue until terminated by either party upon thirty (30) days' prior written notice to the other party. Both or either party may terminate this Agreement immediately upon written notice if the one party breaches any material provision of this Agreement.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Philippines without giving effect to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought in the courts of the Philippines.

14. Automatic Renewal

Upon expiration of the Memorandum of Agreement (MOA), the agreement shall automatically renew for an additional one-year period, unless either party provides written notice of termination at least 30 days prior to the expiration of the renewal term.

15. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signature: _____

Name: Jinnah Dorothy B. Jimenez

Title: CEO / Founder

Company: Home Laze – Home Massage Services

Contact Number: 0966-402-2517

Email Address: info@homelaze.life

Signature: _____

Name:

Title:

Name of Hotel:

Contact Number:

Email Address: