

**SOUTH GATE MANOR  
ADDENDUM TO TERMS AND CONDITIONS WITH  
BRICK TOWNSHIP BOARD OF EDUCATION  
AUGUST 18, 2011**

1. The host contracts for the minimum number of persons shown on the contract, for which the host agrees to pay the charges set forth herein. A non-refundable deposit is required upon signing of contract. Fifty percent (50%) of all unpaid balances are due four weeks prior to the function. The remaining balance and entrée selections (where applicable) are due two weeks prior to the function. The final count will be considered a guarantee for which the host will be charged, whether or not fewer people attend. Such final count may not be less than the minimum contracted for and may exceed the original estimate subject to availability of space.
2. In the event that the event is not held, the host agrees to pay 50% of all charges set forth in this contract, based upon the minimum number of guests guaranteed. Should collection procedures become necessary, the host further agrees to pay reasonable attorney fees and collection of same.
3. Upon cancellation or breach of any provision of this contract by the host. South Gate Manor has the immediate right to contract the room for another function for the date and time of this function, without notice to the host and without any release to the host. In the event South Gate Manor obtains any income from the use of the room and its facilities, that income will be credited against the monies due from the Board. South Gate Manor will be responsible to use all reasonable commercial methods in which to reduce its damages. The price for which the South Gate Manor books an affair, be such price more or less than the price under this contract, is in entirely within it's sole and absolute discretion and shall in no way affect the South Gate Manor's right to retain or seek liquated damages or any other right provided herein.
4. The host must abide by the hours designated herein for his or her function. No affair will be permitted to run overtime without the South Gate Manor's approval. The South Gate Manor reserves the right to make additional charges for affairs running beyond the time agreed upon.
5. The selling or dispensing of all concessions are reserved to the South Gate Manor. This shall include; but not be limited to soft drinks, candy, valet parking and check room. No outside concessionaires or licensee may be used without the South Gate Manor's consent. The South Gate Manor is not responsible for any concessionaire or licensees hired by the host even if recommended by South Gate Manor. All liquor services are provided by LVV Corporation.
6. The premises and facilities shall be used for only the specific function for which they have been contracted. The host hereby agrees to conform to and comply with all the rules and regulations of the premises as well as all Municipal, State and Federal laws and regulations. Whenever a license and or permit is required for the host function, such license and or permit shall be procured from the proper authorities by the host at his own cost and expense. Such license and or permit must be displayed to the South Gate Manor at least 2 weeks before the affair is held.

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7. Host will take good care of the fixtures, furnishings and real and personal property in the premises. Host assumes responsibility for damage to such property that may be caused by the Host's employees, guests or invitees. The Host agrees to hold South Gate Manor and its agents harmless from any claim that may be asserted against it as a result of acts of the Host or its guests, its agents or its members. Said indemnification will only be applicable provided South Gate Manor and its employees were not negligent in any fashion whatsoever.

8. All agreements unless in writing and contained herein are invalid and not binding upon the South Gate Manor. No modification of this contract shall be binding and enforceable unless in writing and signed by an officer of the MVG Operations Corp.. If the South Gate Manor does not enforce any provision of this contract, said act by the South Gate Manor shall not be a waiver of any of their rights or any provisions herein.

9. This contract is not transferable by the Host without the written consent of the South Gate Manor. This contract may be completed by the South Gate Manor, MVG Operating Corp., its successors or assignees.

10. Where the Host is a corporation, unincorporated association, partnership or other legal entity, the Contract shall be binding on such legal entity as well as on the individual executing it on its behalf.

11. In the event South Gate Manor cannot provide the room and services contracted for and the Board must find an alternate room and services, South Gate Manor will be responsible for the difference in cost between the alternate room and services and the contract price.

12. A. **BENEFIT.** This Agreement shall be binding upon, and inure to the benefit of the legal representatives and successors of the parties hereto.

B. **CONSTRUCTION.** This Agreement is being delivered and is intended to be performed in the State of New Jersey and shall be construed and enforced in accordance with the laws of that State.

C. **NOTICES.** All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if delivered or mailed, by certified mail, return receipts requested, to the parties hereto at the addresses stated on the first page of this contract.

D. **COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. **NO ASSIGNMENT.** This agreement may not be assigned.

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F. DEFENSE & INDEMNIFICATION. South Gate Manor shall defend, indemnify and hold the Brick Township Board of Education harmless with respect to any claim for injury to property or person arising out of the acts of South Gate manor, its subsidiaries, parents, agents, principals or employees or arising out of the condition of the rented facilities.

G. ENTIRE AGREEMENT. This Agreement contains and sets forth the entire understanding of the parties. It shall not be altered or modified except by a written instrument signed by all of the parties hereto.

H. AVAILABILITY OF FUNDS. This Agreement is subject to the availability and appropriation annually of sufficient funds as may be required to meet the Board of Education's obligation.

