

BRICK HIGH SCHOOL SR. PROM

Friday, May 31, 2013

General Information

BRICK PROM
Brick Township High School
346 Chambers Bridge Rd
Brick, NJ 08723

Account
9110

Guest Count
Estimated 300 Guaranteed 300

Event #
10412

Status
Tentative

Revised 08/31/2011 Jim O'Neill
Created 08/30/2011 Jim O'Neill

Contact Information

Nicole Buell, BTHS Class of 2013 co-advisors
Desiree' DePoto

Email: nbuell@brickschools.org

Room Information

EB	EAST BALLROOM	7:00PM	to	11:00PM
EL	EAST LOUNGE	7:00PM	to	11:00PM
EWG	EAST WING	7:00PM	to	11:00PM
WB	WEST BALLROOM	7:00PM	to	11:00PM
WL	WEST LOUNGE	7:00PM	to	11:00PM
WWG	WEST WING	7:00PM	to	11:00PM

RECEIVED

SEP -6 2011

BUSINESS ADMINSTRATOR

BRICK HIGH SCHOOL SR. PROM

Friday, May 31, 2013

Food & Beverage

<u>QTY</u>	<u>Item</u>	<u>Price</u>	<u>Total</u>
	~*~*~*~*~*WEDDING and EVENT		
300	PROM PACKAGE	57.95	17,385.00
	6 Assorted Butler Passed Hors d oeuvres ___Chefs Choice___		
	? STUDENTS ? CHAPERONES SET FOOD IN CONFERENCE ROOM		
	CHAPERONES	30.00	0.00
	PROM PACKAGE	0.00	0.00
	Upon Arrival Guest Chefs Choice of Six (6) Butler Passed Hors d' Oeuvres		
	DINNER SERVICE	0.00	0.00
	ENTREE CHICKEN CHOOSE ONE Francaise, Piccata, Marsala or Parmigiana Served with Chefs Choice Potato and Seasonal Vegetable		
	~*~*~*~*~*DESSERTS & CONFECTIONS~*~*~*~*		
	DESSERT	0.00	0.00
	Ice Cream Novelty Cart Includes Assortment of Frozen Ice Cream Bars		
	~*~*~*~*~*COFFEE AND BEVERAGES~*~*~*~*		
	BEVERAGE SERVICE	0.00	0.00
	Coffee and Tea Available for Chaperones 4 Hours of Assorted Soda and Juice Bar Virgin Piña Coladas and Strawberry Daiquiris		
	Menu Total:		17,385.00

Sundries

<u>Item</u>	<u>QTY</u>	<u>Price</u>	<u>Total</u>	<u>Room</u>
Security	2.00	225.00	450.00	EB
	Sundries Total:		\$450.00	

Summary of Charges

Room Charges:	\$0.00
Food Charges:	\$17,385.00
Bar Charges:	\$0.00
Sundries Charges:	\$450.00
Total Taxes:	\$0.00
svc:	\$3,477.00
Total Due:	\$21,312.00
Payments Received:	\$0.00
Balance Remaining:	\$21,312.00
Price PP Before Tax & svc:	\$59.45
Price PP After Tax & svc:	\$71.04

BRICK HIGH SCHOOL SR. PROM**Friday, May 31, 2013****General Instructions****Managers**

Need Copy of ST-5 Tax Form to retain tax exempt status
 Minimum Guest Count is 300
 Chaperones are required
 prices increased \$5.00 PP for 2013
 Count subject to change

Standard Notes**Prom Inclusives:**

Maitre D' and Waitstaff
 Choice of Linen and Napkin Colors
 Table and Location for Photos

House Rules:

Throughout the event, Security Guards have the
 Right to check any bags that are brought in by your guests
 No Smoking - Hair Spray Bottles to be Checked
 Once Someone Leaves the Building, He/She Cannot Return to the Party

No Alcohol Will Be Served the Evening of the Prom
 (Not Even to the Chaperones)

Police Will Be Called Immediately if We Find
 That Drugs and/or Alcohol are brought into the Building

Pricing: 2013

\$57.95 Per Person Plus 20% Service Charge (tax exempt)
 Security Guards ~ \$225.00 each (Minimum of Two)

Final Guest Count due (14) Days Prior to Event
 Balance due (14) days prior to function by organizational, certified or bank
 check, money order or
 cash based on 14-day guarantee count.

A 1.5% per month service charge (18% annually) will
 be added to all overdue balances

Please submit ST-5 to retain tax exempt status

At your discretion a 3%-5% gratuity for the Maitre D'
 and Wait-staff is suggested, commensurate with the type and quality of service
 rendered

Payment Schedule

<u>Due Date</u>	<u>%</u>	<u>Amount Due</u>	<u>Date Rec'd</u>	<u>Amount Rec'd</u>	<u>Rec'd By</u>
09/16/11	14	\$3,000.00		\$0.00	
05/31/12	14	\$3,000.00		\$0.00	
05/31/13	0	\$0.00		\$0.00	

Notes

BRICK HIGH SCHOOL SR. PROM

Friday, May 31, 2013

As representative of this function, I agree to the above arrangements and terms and agree to payment in full.

Name _____

Date _____

**EAGLE OAKS GOLF & COUNTRY CLUB
EVENT TERMS AND POLICIES**

**We appreciate your business and are confident in serving you and your guests.
The following are the General Terms, Policies & Conditions of your Event.**

DEFINITIONS: As used herein, the following terms shall have the following meanings: Event – the banquet, reception or other function forming the subject of this Agreement,; Licensor / EOGC – Par Golf Group, LLC d/b/a Eagle Oaks Golf Club; Patron / Licensee – the person, corporation, entity, group, organization or association contracting with EOGC for the Event and responsible for full payment to EOGC.

TAXES: All federal, state, municipal and other taxes imposed on or applicable to the Event or this Agreement shall be paid for separately in addition to the prices set forth elsewhere in the Agreement.

ST-5 FORM: The Patron must supply to EOGC a Certificate of Exemption with respect to any applicable Sales Tax from tax exempt organizations prior to any social function. If such certificate is not provided prior to any function, the sales tax will be charged to and paid by the organization responsible for the function. **These forms must be presented on an individual basis for each event at the time of contract signing.**

GUARANTEE: Patron/Licensee agrees to notify EOGC at least fourteen (14) working days in advance of the Event date, an approximate number of guests; and five (5) days prior, the exact number of guests (including adults, young adults, vendors & children) expected to be in attendance, which shall in no case be less than the minimum guarantee given upon signing the contract and this number will be considered the final guarantee. Patron will be charged accordingly, even though a lesser number may actually be served. In the event that Patron fails to notify EOGC, EOGC will consider the expected number of guests indicated on the menu contract as the final guarantee and charge accordingly.

A deposit to reserve the space, date and time for the event shall be paid by the Patron upon signing this agreement. If payment is uncollectible, EOGC reserves the right to terminate this contract and re-book the space, date and time for another event.

DEPOSIT and PAYMENTS: Initial Deposit Payment of **\$3,000.00**, is required to reserve the desired space, date and time with personal check, credit card or cash. Unless other written arrangements have been made, **additional payments are required** as follow: 2013 Booking

(a) Sum equal to **\$3,000.00** of estimated contract amount less initial deposit, due no later than **twelve (12) months** prior to your event;

(b) Final Sum equal to estimated contract amount, less previous deposit and payments, due no later than **fourteen (14) days** prior to event.

(c) Any and all balance due from Patron's confirmed final guest guarantee, due no later than **three (3) days** prior to event

Any small balances, such as bar tab or unexpected arrival of additional guests, are payable at the conclusion of function in **cash or credit card only**. Deposit and payments are non-refundable.

Payment Schedule					
<u>Due Date</u>	<u>%</u>	<u>Amount Due</u>	<u>Date Rec'd</u>	<u>Amount Rec'd</u>	<u>Rec'd By</u>
09/16/11	14	\$3,000.00		\$0.00	
05/31/12	14	\$3,000.00		\$0.00	
05/31/13	0	\$0.00		\$0.00	

ABSOLUTELY NO PERSONAL CHECKS OR Credit Cards will be accepted for final payment. Cash or official bank checks are acceptable. A credit card authorization will be kept on file for any additional charges that might occur, immediately before, during or after your event, which will be on file seven (7) days prior to event and pre-authorized by each Patron/Licensee.

CANCELLATION: Patron shall provide evidence of his intent to cancel the agreement by registered or certified mail, with Return Receipt requested. EOGC also reserves the right to cancel this Agreement when insufficient or untimely payment or behavioral events demonstrates the need. In the event of such cancellation by the Patron, or in the event of a breach of any other terms of this agreement by the Patron or in the event this agreement is terminated because of a breach by the Patron, EOGC may, at its election, pursue liquidated damages or actual damages sustained as a result of Patron's breach. **In this regard, EOGC shall be entitled to receive, collect or hold a sum of up to sixty percent (60%) of the maximum contract price as and for liquidated damages to Eagle Oaks Golf Club, if cancelled within thirty (30) days of your event.** If cancellation notice is received less than thirty (30) days prior to event date, EOGC shall be entitled to receive, collect or hold a sum equal to the contract amount as and for liquidated damages. All parties to this Agreement acknowledge that actual damages are not readily susceptible to calculation. EOGC will make a best effort to re-book the cancelled date, time and space to mitigate any liquidated damages of the responsible Patron/Licensee.

EXTRAS: In the event EOGC, at Patron's request, furnishes any food, beverages, or other services not specifically provided for in this Agreement, the Patron agrees to pay EOGC the charges therefore.

PRICES: Prices quoted herein are not subject to change, unless additions or deletions are effected to your event at a later date.

EXCUSED NON-PERFORMANCE: If for any reason beyond its control, but not limited to strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, hotel operations, commodities or supplies, acts of war or acts of God, EOGC is unable to perform its obligations under this Agreement, such non-performance is excused and EOGC is in no event liable for any consequential damages of any nature for any reason whatsoever. If for any reason the space reserved here under is not available for the Event, EOGC may substitute other space available that is at least comparable in quality thereto and Patron agrees to accept such substitution.

DISPLAYS AND DECORATIONS: PATRON'S PROPERTY: All displays and/or decorations proposed by Patron shall be subject to the prior written approval of EOGC in each instance. Any personal property of Patron or Patron's guests or invitees brought onto the premises of EOGC and left therein, either prior to or following the Event, shall be at the sole risk of Patron and EOGC shall not be liable for any loss of or damage to any such property for any reason. Further, it is the responsibility of the client, their guests and vendors to remove any and all belongings, props, centerpieces or rental items immediately upon completion of event. Otherwise, EOGC will dispose of such items, as it deems proper, at the expense of the Patron.

PROVISIONS OF BEVERAGES: No beverages of any kind will be permitted to be brought into EOGC by the Patron or any of the Patron's guests or invitees from the outside without the written permission of EOGC and EOGC reserves the right to charge for the service of such beverages. Alcoholic beverages may not be consumed or served in the State of New Jersey to anyone under the age of twenty-one (21). Anyone under the age of 21 who consumes alcohol will be asked to leave the club premises. EOGC reserves the right to refuse alcoholic beverages to anyone who appears to be intoxicated.

CONDUCT OF EVENT: Patron agrees to begin its function promptly at the scheduled time and agrees to have its guests, invitees and other persons vacate the designated function space at the closing hour indicated. The Patron further agrees to reimburse EOGC for any overtime wage payments or other expenses incurred by EOGC because of Patron's failure to comply with these regulations. Patron undertakes to conduct the Event in an orderly manner, in full compliance with applicable laws, regulations and rules. Patron assumes full responsibility for the conduct of all persons in attendance and for any damage done to any part of EOGC's premises during any time such premises are under the control of Patron, or patron's guests, invitees, employees or independent contractors employed by Patron. EOGC reserves the right to exclude or eject any objectionable persons from the function, or EOGC premises without liability.

INSURANCE: Upon the request of EOGC, Vendors shall procure and maintain, at its expense, insurance coverage, in such amounts, upon such terms and with such responsible insurance companies as shall be satisfactory to EOGC, including comprehensive general liability coverage (with a specific endorsement acknowledging the insuring of the contractual liabilities assumed by the Vendor under this Section) and such workmen's compensation, employer's liability, and automobile liability coverage's as may be required by EOGC. Certificates of Insurance of each such policy shall be delivered to EOGC at least fourteen (14) days prior to the Event. Each such policy shall name EOGC as additional insured. Such insurance shall be considered primary of any similar insurance carried by any of the parties.

All entertainment and other vendors' contractors may only be brought to the premises by Patron after the prior written approval of EOGC. Patron also agrees that EOGC is not responsible for any vendors hired by Patron (i.e. photographers, florists, bands, acts, etc.), even if they are recommended by EOGC. All vendors/service providers must maintain at least \$1,000,000.00 liability insurance, naming EOGC as additional insured, indemnifying EOGC against all causes of actions resulting from their services and must provide a copy of valid insurance certificate 14 days prior to the Event. Entertainment groups, photographers, video personnel and all other hired contractors may not consume alcohol. Spouses and friends of performers are not permitted on Club property.

SECURITY: If required, in the sole judgment of EOGC, in order to maintain adequate security measures in light of the size and nature of the Event, Patron shall provide, at its expense, a minimum of uniformed guards (not to carry weapons), supervisors and ushers (the "Security Personnel"). All Security Personnel are to coordinate with EOGC's management and/or regular security force and shall concern themselves only with access to the space reserved there under, or substituted therefore, restricting their presence to these areas of the premises of EOGC.

IN THE EVENT that this Agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents to EOGC that he has full authority to sign such contract, and in the event he is not so authorized he will be personally liable for the faithful performance of this contract.

ROOM is available for the specific hours indicated on contract. The Patron acknowledges that the use of the premises will not be exclusive during the event, except for the room or other space identified in the agreement. No admittance or alcohol will be permitted before specified start time.

FACILITIES are to be used only for the specific purposes for which they have been rented. The Patron acknowledges that no tenancy or interest in land is created by this agreement. Furthermore, the Patron upholds the right of EOGC's sole authority to determine whether to move an event to a comparable indoor space in the event of hazardous weather.

EOGC shall not be responsible for any damage caused by air-conditioning or heat failure, fires, strikes, or any matter beyond the control of the EOGC or caused by an Act of God, to satisfy the terms of this Contract. The Patron, its representatives, hired vendors, their agents or employees shall indemnify, hold and save harmless and defend at its own expense EOGC, its principals, employees, affiliates, from and against all claims, demands, losses, expenses, damages, actions, suits and other proceedings, judgments, settlements or any other matter similar or dissimilar in any way arising from, by reason of, in connection with or based upon, including costs and expenses arising out of any negligent act or omission occasioned by or otherwise attributable to the Patron, its representatives, hired vendors, their agents or employees and the willful or negligent acts of Patron's invitees. Without limiting the foregoing the Patron, its representatives, hired vendors, their agents or employees, shall indemnify, hold and save harmless EOGC, its principals, employees, affiliates, from and against any property damage or injury to or death of any person indirect, special or consequential damages, whether in contract or in tort.

EOGC takes **NO** responsibility at any time for the handling or the designation of the handling of gifts, gift envelopes, donations or auction items. The responsibility lies solely on the patron and/or the patrons guests or designated family member. Any item type that is asked to be stored prior, during or after your event will be at your own risk and at your own choosing.

NOTICES: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to: Patron/Licensee:
Brick High School

If to EOGC:
Banquet Sales Dept. & Accounting Department
20 Shore Oaks Drive
Farmingdale, NJ 07747

Or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery.

Patron agrees not to assign this Agreement without the prior written consent of EOGC.

Any failure by EOGC to strictly enforce the terms of this Agreement shall not be deemed a waiver with respect to subsequent breach. In the event any provision of this Agreement shall be declared by any court or tribunal of competent jurisdiction to be invalid, the remaining terms and conditions shall remain in full force and effect.

Upon default of payment of this contract, the Patron is liable for all legal fees, collection fees, and any other costs involved to satisfy the terms of this contract.


This contract shall be construed in accordance with the substantive laws of New Jersey without giving effect to the conflicts-of-laws principles of such jurisdiction. A municipal, state and/or federal court where venue would lie for disputes arising between residents of the Township of Howell, Monmouth County, New Jersey shall have exclusive jurisdiction over all disputes relating to or arising out of this agreement, and the parties hereby consent to the personal jurisdiction of said courts.

This Agreement represents the entire agreement between the parties. No alteration or modification thereof shall be valid unless agreed to in writing and signed by the parties and the Agreement may not be relied upon by any party other than the parties hereto.

THE UNDERSIGNED AGREES TO ALL TERMS SET FORTH IN THIS AGREEMENT.

PATRON/LICENSEE:

EOGC:



By:
August 31, 2011

Date