

RAMADA TOMS RIVER
2373 Route 9, Toms River, NJ 08755
CATERING AGREEMENT

Today's Date: June 17, 2013
 Catering Mgr: Heidi Hutch
 Telephone: (732)905-2626x54
 Fax: (732) 905-1288

GROUP INFORMATION

CLIENT: **Brick Township Board of Education**
 ADDRESS: **101 Hendrickson Avenue**
Brick, NJ 08724
 TELEPHONE: **(732) 785 - 3000 ext.2048 Erin** EMAIL: **ebiancella@brickschools.org**
 POST AS: **Brick Township High School Junior Prom**

EVENT AGENDA

| Date | Start Time | End Time | Function | Room | Setup | Age | Room Rental |
|------------------|------------|----------|---------------|---------------------------|--------------|-----|-------------|
| Friday, 05/16/14 | 6:00 PM | 11:00 PM | Dinner Buffet | Versailles Blrm & Veranda | Rounds of 12 | 250 | N/A |

If event exceeds scheduled time, overtime charge will apply.

MINIMUM # GUARANTEED: 250 Adults

PRICING:

Menu Price: \$47.95 per person for the Prom Package menu ED 13-1 attached to this contract.
 Security Fee: \$35.00 per hour per guard (2 requested)
 Maitre D' fee \$250.00

All Charges Subject to a 20% service charge and applicable sales tax.

TAX EXEMPT ORGANIZATIONS MUST PROVIDE CURRENT ST-5 FORM WITH SIGNED CONTRACT

DISCOUNTS: Menu price Discounted - \$12.95, new price = \$35.00 per person. Removing the cocktail hour portion from the Prom Package.

Final Count and Final Payment due: 05/6/14

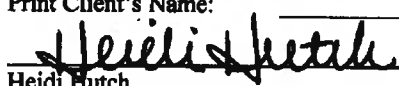

BILLING INFORMATION

Method of Payment: Pre-Payment NON-REFUNDABLE DEPOSIT OF \$1,000.00 Due with signed contract
 *All Deposits are Non-refundable Please make all checks payable to: Ramada Toms River

ADDITIONAL INFORMATION

The terms and conditions set forth on Page 2 of this Contract are a part of this Contract. I (We) hereby agree and contract for the foregoing, and in consideration of the Ramada Toms River (Hotel) accepting this Contract, I (We) guarantee the payment of all monies due there under as set forth in this Contract. I (We) further represent that I (We) have read this Contract and understand each provision and are authorized to sign this Contract. The nonrefundable deposit shown above is required prior to the signing of this Contract. Additional nonrefundable deposits are required in accordance with the attached deposit agreement. Final counts and entrée selections are due ten days prior to function. Acceptable forms of payment shall be in the form of a Board of Education Check. No handwritten change, addition or erasure of any printed portion of this Contract or on any change order issued pursuant to this Contract shall be valid or binding upon the Hotel.

All of us at the Ramada Toms River would like to welcome you. We look forward to a most successful event.

| | | | |
|---|---|------|---------------|
| Client's Signature | _____ | Date | _____ |
| Print Client's Name: | _____ | | |
|  | Catering Sales Director | | June 17, 2013 |
| Heidi Hutch | Title | | Date |
|  | General Manager | | 6-17-13 |
| Ernie A. Costa Sr. | (Not Valid without General Manager's Signature) | | Date |

SIGNATURE REQUIRED ABOVE AND ON PAGE 2 OF THIS CONTRACT

TERMS AND CONDITIONS

1. The Client hereby contracts for the Function(s) shown on page 1 of this Contract. The Client agrees to pay the charges set forth in this Contract based upon the guaranteed number of persons shown on page 1. The final count is due ten days prior to the Function Date. Such final count will be considered the new and final guarantee for which the Client will be charged whether or not fewer people attend. Such final count may not be less than the original guarantee, and may exceed the original estimate subject to availability of space.
2. THIS CONTRACT SHALL NOT BE BINDING UNLESS SIGNED AND RETURNED BY CLIENT WITHIN TEN (10) DAYS FROM THE DATE SHOWN AT THE TOP OF PAGE 1 OF THIS CONTRACT, UNLESS ACCEPTED BY THE HOTEL
3. All deposits are non-refundable. Cancellations must be in writing and confirmed by the hotel in writing. In the event of a cancellation, actual damages would be difficult to determine. Therefore, the client agrees to pay reasonable liquidated damages to the Hotel for cancellation. The parties agree that these are liquidated damages and not a penalty. Liquidated damages will be calculated as a percentage, based on the date of cancellation listed in the table below and will be based upon the total revenues for contracted food and beverage, meeting room rental, and other income for the number of guests guaranteed as listed on page one of this contract. Liquidated damages are due in full within seven (7) days of the cancellation date.
 - From the date of the initial deposit to ten (10) months in advance, 35% of the estimated event cost including food and beverage.
 - Ten (10) months to six (6) months in advance, 50% of the estimated event cost including food and beverage.
 - Six (6) months to 10 days in advance, 75% of the estimated event cost including food and beverage.
 - 0 to 10 days in advance, 100% of the estimated event cost including food and beverage.
4. Upon cancellation or breach of any provision of this Contract by Client, the Hotel has the immediate right to contract the room for another function for the date and time of this Function, without notice to Client and without any release from Client. The Hotel has sole and absolute discretion to determine the price of any such rebooking. Neither such rebooking nor the price of such rebooking shall in any way affect the Hotel's right to keep all deposits received or to seek liquidated damages or any other right provided for herein.
5. The Hotel shall have the right to make substitutions in the menu for any item or items, which shall not be reasonably and readily obtainable in the open market at the time of the Function.
6. For health and liability reasons, the removal of any unused food or beverage from the event by the client and/or guests is prohibited.
7. The Client must abide by the hours designated herein for his Function. No Function will be permitted to run overtime without the Hotel's approval. The Hotel reserves the right to make reasonable additional charges for Functions running beyond the time agreed upon.
8. The selling or dispensing of all concessions is reserved to the Hotel. This shall include, but shall not be limited to, soft drinks, candy, valet parking and checkroom. No outside concessionaire or licensee may be used without the Hotel's consent. The Client agrees that the Hotel is not responsible for any concessionaires or licensees hired by the Client even if they are recommended by the Hotel. No food or beverage may be brought onto the premises without the Hotel's prior written consent.
9. The premises and facilities shall be used only for the specific Function for which they have been contracted. The Client 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 Client's Function, Client must obtain such license and/or permit from the proper authorities at Client's own cost and expense. Such license and/or permit must be displayed to the Hotel at least two weeks prior to the Function.
10. Client will take good care of the fixtures, furnishings, and real and personal property in the premises. Client assumes responsibility for any damage to such property that may be caused by Client's employees, guests, or invitees. The Client agrees to hold the Hotel and its agents harmless from any claim that may be asserted against it as a result of acts of the Client or its guests, its agents, or its members.
11. All agreements unless in writing and contained herein are invalid and not binding upon the Hotel. No modification of this Contract shall be binding and enforceable unless in writing and signed by an authorized representative of the Hotel. If the Hotel does not enforce any provision of this Contract, said act by the Hotel shall not be a waiver of any of their rights or any provision herein.
12. This Contract is not transferable by Client without the written consent of the Hotel. This Contract may be completed by the Hotel, its successors or assignees.
13. Where the Client is a corporation, unincorporated association, partnership, or other legal entity, this Contract shall be binding on such legal entity executing it on its behalf.
14. The Hotel has the right to substitute another room in lieu of the room contracted for if such room is unavailable without any reduction in price. Should no room be available due to circumstances beyond the Hotel's control, there shall be no further liability on the part of the Hotel. If the room is unavailable due to fire, strikes, storms or for other reasons beyond its control, the Hotel shall have the option of canceling this Contract without further liability.
15. The Hotel shall not be liable for non-performance of this contract when such non-performance is attributable to labor trouble, disputes or strikes, accidents, government (Federal, State and Municipal) regulations of, or restrictions upon travel, or transportation, non-availability of food, beverage, or supplies, riots, national emergencies, acts of God and other causes whether enumerated herein or not, which are beyond the reasonable control of the Hotel, preventing or interfering with the Hotel's performance.
16. The Hotel has made no representation with respect to the food, services, any extras, the premises or the room contracted for, the condition thereof, the state of repair, the size, or the number of persons which the same may accommodate beyond what is specifically set forth on page one (1) of this contract.
17. The Hotel's sole liability for any damages, direct or consequential, with respect to any breach of this Contract, or any liability arising out of this Function, shall be limited to ten percent (10%) of the charges set forth in this Contract. The Client waives any and all rights, which it may have to request a jury trial in any proceedings at law or in equity in any court of competent jurisdiction with respect to any breach of this Contract or with respect to any alleged liability arising out of this Function.
18. The Hotel will not be responsible for loss or damage to items left in any room.
19. The Hotel will not be responsible for the receipt of or return of any personal items delivered for or used at the function.

RAMADA SIGNATURE:

DATE:

Client's Signature

Date

DEPOSIT AGREEMENT

**Brick Township Board of Education has
paid a NON-REFUNDABLE deposit of \$1,000.00 towards
The Brick Township High School Junior Prom to be held at The Ramada of Toms River on
Friday evening, May 16, 2014 from 6:00 PM to 11:00 PM.
The event will take place in The Versailles Ballroom and Veranda.**

A 2nd NON-REFUNDABLE deposit of \$3,000.00 is due on 07/16/13 (ten months prior to the event date) with a Board of Education check.

A 3rd NON-REFUNDABLE deposit of 50% of the remaining balance based on the guarantee is due on 02/16/14 (three months prior to the event date) with a Board of Education check.

• The final NON-REFUNDABLE payment, which is equal to the remaining balance, is due on 05/06/14 (ten 10 days prior to the event date) with a Board of Education check. At this time, cover counts for your event will be finalized.

1 month prior to the event date, your menu selections must be finalized.

The Ramada Toms River shall have the right to declare the contract null and void if the client fails to adhere to the above mentioned deposit/payment schedule when due. In such event, all deposits and payments received are non-refundable and there will be no further liability or obligation on the part of the Ramada Toms River. The Ramada Toms River shall have the right to declare the contract null and void if a signed contract is not received from the client within two weeks of the execution of this form. In such event, all deposits and payments received are non-refundable and there will be no further liability or obligation on the part of the Ramada Toms River. This Deposit Agreement is not transferable or assignable by the client. All prices are subject to change until all parties have signed the contract for the function.

Please make all checks payable to: Ramada Toms River

Signature of Client(s): _____

Ramada Toms River Representative: Heidi Huteh

Note: Credit Cards may be used for deposits with a maximum of \$2,500.00 ONLY per event

| Deposit | Payment Method | Amount Paid | Date of Payment | Banquet Dept. Signature | Cashier Signature |
|-----------------------|-----------------------|--------------------|------------------------|--------------------------------|--------------------------|
| 1st | | | | | |
| 2nd | | | | | |
| Final | | | | | |