

The GRAND

at 1600
EVENT CENTER

Sales / Catering Contract

for: Event # E00467
on: Friday, April 08, 2016
Last Revised: 2/10/2016

Client/Organization Brick Township Board of Education	Event Date 4/8/2016 (Fri)	Telephone (732) 785-3000ex305!	Party Name ROTC	Event # E00467
Address 101 Hendrickson Ave.		Cellular () -	Status Tentative	Gtd Guests 45
Email jmittchell1@Brickschools.org	Theme Social Gathering	Sales Rep Edward Cicio		Reference

*Client agrees to a minimum guarantee of 45 Full Price Guests and to the approved payment schedule. The payments are to be split into four equal payments set forth after the initial deposit. **The final payment will be due 14 days prior to the event.** All Events must submit their guest floor plan to The Grand at 1600 three (3) weeks prior to the event.

	<u>Date</u>	<u>Amount</u>
Payment #1		\$ 500
Payment #2		
Payment #3		
Payment #4	3/25/16 14 Day Balance	Final Balance

BANQUET ROOMS

Setup Style	Banquet Room	Arrival	Start	End	Guests	Date	Type
Banquet	Grand Ballroom	NA	6:00 pm	10:00 pm	45 (Act)	4/8/2016-Fri	

FOOD/SERVICE ITEMS

Food/Service Items	Price	Qty	Total
Price Per Person	28.00	45	1,260.00

Hospitality Display

- An Elegant Display of Hand Sliced Fruit
- Assorted Domestic and Imported Cheeses
- Mélange of Garden Vegetables with Dipping Sauces

Buffet Service: Coffee, Tea, Soft Beverages. Your package also includes Chair Covers, Silk Flower Centerpieces - Choice of Napkin Color.

Garden Salad

Select One-

Beef Tips with Creamed Sherry: Tender slices of Sirloin Tip Steaks, Sliced Almonds and Sherry Wine

Sirloin Beef Port Wine Demi Glaze: Braised Beef with Burgundy red wine sautéed with garlic, onions and mushrooms

Beef and Broccoli: Tender Beef with Soy Sauce, Onions,, Fresh Ginger and Broccoli

Swedish Meatballs: Meatballs with a brown gravy

Sunday Dinner: Italian Meatballs with marinara served over pasta

Sausage & Peppers: Italian Sausage with sautéed tricolor peppers and onions

Boneless BBQ beef ribs

Select One-

Breast of Chicken (Choose Sauce): Francaise- Lemon White Wine, **Marsala-** Fresh Mushrooms and Marsala Wine, **Dijon-** Dijon Creamy Mustard Sauce, **Piccata-** Lemon White Wine and Cappers,

Sweet and Sour Chicken: Breast of Chicken sautéed with a Sweet and Sour Sauce and Broccoli

Grilled Breast of Chicken:A Tangy BBQ Glaze

Chicken Parmesan: Breast of Chicken with marinara and mozzarella cheese

Select One-

Baked Ziti: Penne Pasta Marinara with Ricotta and Mozzarella cheese

Penne Pasta with Vodka Sauce: Penne Past with our Signature Pink Vodka Sauce

Pasta Primavera: Pasta with Sautéed fresh Vegetables

Mac & Cheese: Macaroni and our Secret Creamy Cheese Sauce

Fried String Beans: Breaded String Beans

Fried Ravioli: Cheese Ravioli breaded and fried

Vegetable Fried Rice: Oriental Vegetable Fried Rice

Also Included:

Seasonal Vegetables: Chef Selection of Season Vegetables

Roasted Potatoes or French Fries (Choose One)

Ice Cream with Carmel Banana Topping

	Food	Beverage	Liquor	Equipment	Labor	Room	Other	Total
Subtotal	1,260.00	0.00	0.00	0.00	0.00	0.00	0.00	1,260.00
Maitre'D	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00
Service Charge	252.00	0.00	0.00	0.00	0.00	0.00	0.00	252.00
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	1,512.00	0.00	0.00	0.00	0.00	0.00	0.00	1,712.00

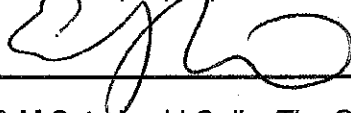
1. The Client hereby contracts for the Event(s) shown on page 1 of this Contract. The Client agrees to pay the charges set forth in this Contract based upon the **guaranteed number of 45 Full Price Guests**, also shown on page 1, which per Guest price does not include taxes, gratuities or other miscellaneous expenses. The final Guest count and payment is due 14 days prior to the Event Date. The acceptable form of payment is either Cash or Certified Bank Check. Such final Guest count will be considered the new and final guarantee for which the Client will be charged regardless of the number of Guests attending the Event. The final Guest count may not be less than the original guarantee, and may exceed the original amount 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 E&M CATERING LLC dba THE GRAND AT 1600.
3. OMIT.
4. All Events require a minimum of \$500.00 up to \$2500.00 deposit based on event type and total cost.
5. Client must adhere to the payment schedule as set forth in the financial payment schedule set forth above. Failure to follow the payment schedule constitutes a breach of the Contract at the discretion of E&M Catering LLC dba The Grand at 1600.
6. ALL DEPOSITS ARE NON REFUNDABLE. Cancellations must be in writing and confirmed by E&M Catering LLC dba The Grand at 1600 in writing.
7. Upon cancellation or breach of any provision of this Contract by Client, E&M Catering LLC dba The Grand at 1600 has the immediate right to contract for another Event for the date and time of this Event, without notice to Client and without any release from Client. E&M Catering LLC dba The Grand at 1600 has sole and absolute discretion to determine the price of any re-booking. Neither such re-booking nor the price of such re-booking shall in any way affect the forfeiture of Client's deposit to E&M Catering LLC dba The Grand at 1600.
8. E&M Catering LLC dba The Grand at 1600 shall have the right to make substitutions in the menu for any item or items, which substitutions shall only be made when food items are not readily available in the open market at the time of the Event.
9. No Confetti, wall hangings, tape on paint or SMOKE MACHINES are permitted. Any decorations must be agreed upon by E&M Catering LLC dba The Grand at 1600 prior to Event.
10. Client is aware E&M Catering LLC dba The Grand at 1600 reserves the right to adjust music volume to best accommodate all the Guests in the facility and the adjacent hotel.
11. OMIT.
12. All outside vendors hired by Client to provide any services during the Event, inclusive of professionals, must provide a certificate of insurance naming E&M Catering LLC dba The Grand at 1600 and Shoreline 70 Investment Inc. as additionally insured.
13. OMIT.
14. FOR HEALTH AND LIABILITY REASONS, THE REMOVAL OF ANY UNUSED FOOD OR BEVERAGES FROM THE EVENT BY THE CLIENT AND/OR GUESTS IS PROHIBITED.

15. The Client must abide by the hours designated herein for this Event as stated on page 1 of this contract. No Event will be permitted to run overtime without the approval of E&M Catering LLC dba The Grand at 1600. E&M Catering LLC dba The Grand at 1600 reserve the right to make reasonable additional charges for Events running beyond the agreed upon time.
16. The selling or dispensing of all concessions is reserved by E&M Catering LLC dba The Grand at 1600. This shall include, but is not limited to, soft drinks, candy, valet parking and checkroom. No outside concessionaire or licensee may be used without the consent of E&M catering LLC dba The Grand at 1600. The Client agrees that E&M Catering LLC dba The Grand at 1600 is not responsible for any concessionaires or licensees hired by the Client even if they are recommended by E&M Catering LLC dba The Grand at 1600. No food or beverages may be brought onto the premises without the prior consent of E&M Catering LLC dba The Grand at 1600. No Liquor may be brought onto the premises.
17. The premises and facilities shall be used for the specific Event 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 Municipal, State and Federal laws and regulations. Whenever a license and/or permit are required for Client's Event, Client must obtain such license and/or permit from the proper authorities at Client's sole cost and expense. Such license and/or permits must be displayed to E&M Catering LLC dba The Grand at 1600 at least two weeks prior to the Event.
18. 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 and/or Guests. The Client agrees to defend, indemnify and hold harmless E&M Catering LLC dba The Grand at 1600, its employees and its agents from any claim that may be asserted against it as a result of acts of the Client, its Guests, and/or its agents.
19. All agreements unless in writing and contained herein are invalid and not binding upon E&M Catering LLC dba The Grand at 1600 or the Board. No modification of this Contract shall be binding and enforceable unless in writing and signed by an authorized representative of E&M Catering LLC dba The Grand at 1600 or the Board. If E&M Catering LLC dba The Grand at 1600 or the Board does not enforce any provision of this Contract, said act by E&M Catering LLC dba The Grand at 1600 or the Board shall not be a waiver of any of their rights or any provision herein.
20. OMIT.
21. OMIT.
22. OMIT.
23. E&M Catering LLC dba The Grand at 1600 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 restriction upon travel, 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 E&M Catering LLC dba The Grand at 1600, preventing or interfering with the performance of this Contract by E&M Catering LLC dba The Grand at 1600.
24. E&M Catering LLC dba The Grand at 1600 has made no representation with respect to the food, service, any extra, the premises or the room contracted for, the condition thereof, the state of repair, the size or the number of persons which the same accommodate beyond what is specifically set forth on page one (1) of this contract.

25. OMIT.
26. E&M Catering LLC dba The Grand at 1600 will not be responsible for loss or damage to items left in any on its' premises.
27. OMIT.
28. E&M Catering LLC dba The Grand at 1600 is not affiliated with Best Western Hotel. Hotel Reservations, discount rate, and hotel accommodations must be contracted through Best Western directly. Please contact them ninety days prior to the Event.
29. The Twenty (20%) percent Service Charge and Maître D' fees are not gratuities. Gratuities are optional and at Client's discretion.
30. This Contract, inclusive of Page 1, which is incorporated herein by reference, are all of the terms agreed to by the parties. The Contract shall be considered accepted once both parties have signed below. Any and all prior Contracts, verbal or written, are no longer effective once this Contract is signed by the Parties.
31. BENEFIT. This Agreement shall be binding upon, and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
32. 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.
33. 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 receipt requested, to the parties hereto at the addresses stated on the first page of this contract.
34. 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 on and the same instrument.

Client or Company Representative Signature

Date



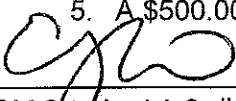
2/10/16

E & M Catering LLC dba The Grand at 1600

Date

**The Contract Between
E&M Catering L.L.C. dba The Grand at 1600
And
Brick Township Board of Education
Is Amended as follows:**

1. The provisions of 2014 New Jersey Revised Statutes Title 18A – EDUCATION Section 18A:18A-49.4 – shall apply as follows:
 - a. A board of education as defined in and subject to the provisions of the "Public School Contracts Law," P.L.1977, c.114 (N.J.S.18A:18A-1 et seq.), shall implement and comply with the provisions of P.L.2012, c.25 (C.52:32-55 et al.), except that the board shall rely on the list developed by the State Department of the Treasury pursuant to section 3 of P.L.2012, c.25 (C.52:32-57).
 - b. If the board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).
2. E&M Catering L.L.C. dba The Grand at 1600 has not engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58)
3. E&M Catering L.L.C. dba/ The Grand at 1600 shall defend, indemnify and hold harmless the Brick Township Board of Education with respect to any claim for injury to property or person arising out of the acts of E&M Catering L.L.C. dba/ The Grand at 1600, it subsidiaries, parents, agents, principals or employees or out of the condition of the rented premises. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.
4. This Agreement and Addendum constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations.
5. A \$500.00 Deposit will secure the date April 8 2016.



E&M Catering L.L.C. dba/ The Grand at 1600
BY: Edward Cicio Member

Brick Township Board of Education
BY: