

Day Thursday Date June 1, 2017

Cocktail Room \_\_\_\_\_

Ball Room  I  II  Full

Time 6:00 to 10:00

No. of Hours 4

Name Brick Township Board of Education

Address 101 Hendrickson Road

City Brick State NJ Zip 08724

Home/Cell 732-785-3000

DATE	AMOUNT	RECEIVED BY

Additional Dep. of \$ \_\_\_\_\_ Due Before \_\_\_\_\_  
\$ \_\_\_\_\_ Due Before \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home/Cell \_\_\_\_\_

TYPE OF FUNCTION:  Wedding  Engagement  Other Senior Ball

MINIMUM NUMBER OF GUEST TO BE PAID FOR 350

Dinner Price \$ 65.00 per person, Plus 7% NJ Sales Tax

The following items included:

COCKTAIL HOUR  Manor  Classic  Elite

1 Hour Butler Service

- TOAST -
- SALAD -
- PASTA - SOUP - RISOTTO
- INTERMEZZO -
- DINNER - CHOICE OF 3 Pastas, 3 Italian Dishes, 2 Carvings, Chicken Fingers & French Fries
- VEGETABLE & POTATO -
- COFFEE - Adults
- VALET PARKING -
- STANDARD LINEN - Ivory
- OPEN BAR -
- VENETIAN HOUR \$
- DESSERT MEDLEY \$ Dessert Cake - Unlimited Soda and Water on Tables  
All Teachers and Vendors \$35.00 per person

You are contracting for the minimum number of persons shown above, for which you agree to pay the charges set forth herein. All payments are Non-Refundable. AN INITIAL PAYMENT IS REQUIRED UPON THE SIGNING OF THIS CONTRACT. Six (6) months prior to the event, a 50% payment is due by the 5th day of the month. The Menu must be finalized 45 days prior to event. Final guest count and balance must be paid 10 days prior to the event in a CASHIERS CHECK or CASH.

You acknowledge having read and fully understood the Terms and Conditions on opposite side hereof and agree to be bound by same. This agreement is not valid unless accepted by caterer.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Accepted; MVG Operating Corp.

By [Signature]

**SOUTH GATE MANOR  
ADDENDUM TO TERMS AND CONDITIONS WITH  
BRICK TOWNSHIP BOARD OF EDUCATION**

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 entrance 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.
  
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 its sole and absolute discretion and shall in no way affect the South Gate Manor's right to retain or seek liquidated 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.
  
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.

**SOUTH GATE MANOR  
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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.

SOUTH GATE MANOR  
ADDENDUM TO TERMS AND CONDITIONS WITH  
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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. Subject to the provisions of the NJ Claims Act, N.J.S.A. 59:1-1 et seq.

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.

I. "South Gate Manor shall provide a Certification of Non-Involvement in Prohibited Activities in Iran pursuant to the new requirements of N.J.S.A. 18A:12A:49 A 8a." *dit*

**ADDENDUM A  
SOUTH GATE MANOR  
BMHS SENIOR BALL  
JUNE 1, 2017**

This document, known as "Addendum A" shall be attached to the original Agreement between South Gate Manor located at 260 South Street, Freehold, NJ 07728 and the Brick Township Board of Education located at 101 Hendrickson Avenue, Brick, NJ 08724.

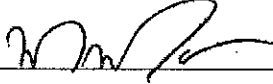
Whereas, the Brick Township Board of Education and South Gate Manor wish to amend the Agreement with the provisions set forth below.

Now therefore be it agreed between the parties as follows:

1. Delete ", Plus 7% NJ Sales Tax" on the front page of the contract.
2. Place a check in the box next to Dinner on the front page of the contract.
3. Delete "CASHIERS CHECK or CASH" on the front page of the contract and replace with "Board of Education check".
4. Delete "Terms and Conditions on opposite side hereof" on the front page of the contract and replace with "Addendum to Terms and Conditions with Brick Township Board of Education"
5. Add "Deleted" next to paragraph 2 on page 1 of 3 of the Addendum to Terms and Conditions with Brick Township Board of Education.
6. Paragraph 5 on page 1 of 3 of the Addendum to Terms and Conditions with Brick Township Board of Education indicates that all concessions are reserved to South Gate Manor. Outside concessionaires must be approved by South Gate Manor. This may or may not include the band, DJ, etc.. This paragraph should be reviewed with South Gate Manor and clarified prior to execution of this agreement.
7. Add to the end of paragraph 9 on page 2 of 3 of the Addendum to Terms and Conditions with Brick Township Board of Education "In the event of an assignment South Gate Manor will retain any liability for its negligent actions."
8. Add new paragraph to the Addendum to Terms and Conditions with Brick Township Board of Education that states "South Gate Manor shall conduct all of these activities in accordance with all state, local and federal guidelines, regulations and laws."
9. Add new paragraph to the Addendum to Terms and Conditions with Brick Township Board of Education that states "South Gate Manor agrees to defend and indemnify and hold harmless the Board of Education, its affiliates, officers, agents, servants and employees from and against any and all liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage or any other claim arising out of the negligent acts or omissions of South Gate Manor, or its employees, or officers in connection with their responsibilities under this Agreement."
10. Add new paragraph to the Addendum to Terms and Conditions with Brick Township Board of Education that states "Throughout the term of this Agreement, South Gate Manor agrees to provide and maintain General Liability insurance coverage in the amount of Two Hundred and Fifty Thousand (\$250,000) Dollars per occurrence and Five Hundred Thousand (\$500,000) Dollars in the aggregate. South Gate Manor shall provide the Board of Education with evidence of such coverage upon the payment of the deposit by the Board of Education."

11. Add new paragraph to the Addendum to Terms and Conditions with Brick Township Board of Education that states "Interpretations of specifications and contract: This contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this contract shall be within the sole jurisdiction of the courts of the State of New Jersey and venue shall be in Ocean County."
12. Add new paragraph to the Addendum to Terms and Conditions with Brick Township Board of Education that states "Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breach of the same or similar nature."

South Gate Manor

  
\_\_\_\_\_

Date: 11/16/2016

Brick Township Board of Education

\_\_\_\_\_  
James W. Edwards, Jr., CPA  
Business Administrator/Board Secretary

Date: \_\_\_\_\_