



Jacques Reception Center

Status: Tentative
 Changed: 11/22/2017
 Store: JRC

Catering To Your Good Taste Since 1955
 1-866-JACQUES (522-7837) • FAX: (732) 787-9080
 www.jacquescatering.com

Client/Organization Brick Township Board of Ed	Event Date 5/9/2019 (Thu)	Telephone () -	Theme Jr Prom	Event # E25069
Address 101 Hendrickson Ave, Brick, NJ 08724		Cellular () -	Gtd Guests 250	Pin Guests
Booking Contact Cheri Clapp	Sales Rep Aimee Newby ex 342	Surprise No		

Your event has a minimum revenue amount as stated above. Client agrees to spend at least this amount in food and beverage prior to any service charges and/or state sales taxes being applied. In the event this minimum is not reached when the final guest count is provided, client will have the option of adding additional menu enhancements in order to reach the minimum. No menu changes or additions are allowed less than 7 days prior to your event.

BANQUET ROOMS

Banquet Room	Start	End	Description	Room Chg
Grand Ballroom (Veneto & Forum)	6:00 pm	10:00 pm	Reception	\$0.00
Tivoli	6:00 pm	10:00 pm	Dinner Buffet	\$0.00

FOOD & SERVICE ITEMS

Food/Service Items	Time	Price	Qty
Reception - 5/9/2019 - 6:00 pm			
DINNER BUFFET MENU		\$45.00	400
PHOTO BOOTH PACKAGES		\$500.00	1
FROZEN DRINK BAR - Select 2 Champerons		\$22.00	
PASSED HORS D'OEUVRES -chef choice of 8			
SALAD SELECTION - Select 1 Caesar Salad - Buffet			
HOT CHAFFING DISHES - Select 6 Penne Ala Vodka Sauce Oven Roasted Potatoes Tempura Vegetables Chicken Breast Parmigiana Beef Bourguignon Sausage, Peppers & Onions			
BOARDWALK STATION- Desset station		\$5.00	400
Cookies and Coffee to go		\$4.00	400

ALSO INCLUDED

10/5/2018 - 3:59:48 PM

Page 1 of 4

Please visit our locations at:
 Jacques Catering 403 Hwy 36 Hazlet, NJ 07730
 Jacques Reception Center 500 Palmer Ave. Middletown, NJ 07748

Dinner Rolls
 Unlimited Soda, Coffee & Hot Tea
 Majestic Ivory Tablecloths - 84x84
 Linen Napkins

Deposit Schedule

Due	Amount	Comment
10/31/2018	\$500.00	and signed contract

Please Read Carefully

Thank you for choosing Jacques Reception Center for your upcoming event. Our staff and management are committed to providing all the professional services required to make your event an absolute success. As with most successful businesses, certain guidelines and procedures will help ensure your requests and our requirements are understood. Please review the following terms and conditions and discuss any questions with your Banquet Coordinator.

PAYMENTS & CANCELLATIONS:

Your event is not considered confirmed until your initial deposit and signed contract are received. A second payment of 50% of the estimated total bill will be due 60 days prior to the event. All payments left in accordance with the above schedule are non-refundable.

Deposits and/or payments can be made in an association check only, no money orders, or cash can be accepted. Final Payment and guest count are due 10 days prior to the event.

A cancellation of contract will only be accepted in writing (rescheduling to another dates constitutes a breach of contract and will therefore follow the same rules as a cancellation). If written cancellation is received 60 days or more prior to the event date, the initial non-refundable deposit will be forfeited. If cancellation is received less than 60 days prior to the event date, client will be responsible for any costs incurred by the caterer by reason of breach thereof, and the 50% payment will be retained.

NJ Sales Tax of 7%, are not included, and will be added to all package prices. **If this is a tax exempt organization, a valid tax form must be supplied prior to the event to confirm tax exempt status.**

There is 20% Service Charge included in your package prices. This covers the general pay for all staff as well as all set-up and clean-up of the Banquet Rooms. We suggest you give special consideration to leaving a gratuity to the Maitre D' and/or Wait-staff for providing excellent service.

Any additional charges on the day of the affair, (i.e. increased attendance, special beverage or bar charges) will be billed separately. This balance will be due in full within 30 days on the event.

GUARANTEED ATTENDANCE:

A guaranteed minimum count is required for all functions 10 days prior to the event date. This figure will be considered the minimum attendance figure and final guest count for billing purposes. If attendance later falls below, then no credit will be given. If attendance exceeds, then client agrees to pay balance in full no later than 30 days past the event.

In the event additional meals are needed after the guaranteed minimum count is supplied, Jacques will be prepared to serve an additional 10%. If final guest count on the day of the event exceeds 10%, then client will be charged a 25% surcharge on top of the contracted price for these meals.

FOOD & BEVERAGE:

Jacques Reception Center shall have the right to make substitutions in menu (with client's input and approval) for any item(s) which shall not be reasonably or readily obtainable in the open market.

Menu & event details should be finalized no later than 2 months prior to the affair.

Individual entree counts are required 10 days prior to the event. Jacques also requires you to indicate on your seating chart how many of each entree are to be served at each table. If you would like the option of having your dinner orders taken table side, or if you fail to provide the exact counts in

advance, then a \$3.00pp surcharge will apply.

All food & beverages that are consumed on the premises must be purchased through Jacques Reception Center. Candy tables, chocolate fountains, or any other types of desserts are also not permitted to be brought into the banquet facility. **INT.** _____

NO ALCOHOLIC BEVERAGES ARE ALLOWED ON THE PREMISES

Jacques Reception Center reserves the right to terminate an event due to the disorderly conduct of the client, their guests or invitee's, or their contracted vendors.

Jacques Reception Center is a non smoking facility, according to NJ State Law, smoking is not permitted in the building.

VENDORS:

All vendors (i.e. DJ's, Photographers, Florists, etc.) must be licensed and insured. Certificates of Liability insurance need to be provided in advance.

Jacques Reception Center is the exclusive provider of in-room up lighting and photo booths. These items are available in house for rental and are not permitted to be brought into the facility by any outside vendors.

Certain other miscellaneous equipment is also not allowed due to extensive clean up and/or liability issues. Some prohibited items include, but are not limited to, smoke or bubble machines, confetti cannons, sparklers or other pyrotechnics. The use of such items inside or outside the facility will result in fines and/or cleanup fees.

SECURITY:

During all Proms, or any event with an excessive amount of persons under 21, the client agrees to employ and independently pay for, at least one (1) Security Personnel. Said personnel will be in constant attendance at all times that the premises are being used.

The security fee IS NOT included in this contract, it is the clients responsibility to contract with the Middletown Police Department all their security requirements.

Jacques Reception Center reserves the right to terminate an event due to the disorderly conduct of the client, their guests or invitee's, or their contracted vendors.

MISCELLANEOUS:

All room layouts and seating charts need to be finalized and given to Banquet Manager no later then 4 days prior to your event. Any further changes to the seating and/or room layout may result in a minimum \$100.00 additional set-up fee.

Decorating times will be no earlier than 1 hour prior to the function, depending on availability and set up of the room required unless stated otherwise in this contract. Any earlier times desired may be granted on a case by case basis. It is the Hosts responsibility to put out their party favors, place cards, decorations, candles, etc. If additional set-up time is required, then this service may be provided for a minimum fee of \$100.00 per hour.

Jacques Reception Center is not responsible for items left in the banquet rooms. All personal items should be removed by the Host immediately after the event concludes.

Client will take good care of fixtures, furnishings and real and personal property in the premises and assumes responsibility for any damage or theft to such property that may be caused by its members, employees, vendors, guests or invitee's. Jacques reserves the right to exclude or eject any and all objectionable persons from the function or the premises.

Any decor you plan to provide must be discussed with your event coordinator prior to your event. Decorations may not be attached to walls with nails, staples, tape or any other substance to prevent damage. A \$250.00 clean up fee is charged to the client if rice, bird seed, confetti, glitter, rose petals, food, feathers, etc., are thrown in or outside the Reception Center or placed on tables.

DISCLAIMER:

Jacques Reception Center shall have no responsibility or liability for failure to supply any service when prevented from doing so by strikes, labor disputes, or any cause beyond Jacques Reception Center's reasonable control or by orders or regulations of any governmental authority, or failure of coal or other fuel supply, water, gas, electricity, air conditioning, acts of nature, God, war, terrorist activities, loss of public utilities or any other facility, nor shall same constitute a breach of this agreement by Jacques Reception Center.

This agreement may be amended only in writing signed by Jacques Reception Center and Client

Client shall comply with all requirements of law, orders, ordinances & regulations of Federal/State/County/Municipal authorities.

Our receipt of deposit check and your signature at the bottom of this page constitutes acceptance of these terms.

Client: _____

Date: _____

Banquet Manager: _____

Date: _____

Addendum

Brick Township Board of Ed – Contract for Brick Memorial Junior Prom – Thursday May 9' 2019

- a. In the event of cancellation, Jacques shall take all reasonably commercial steps in which to relet the premises and for which the Client shall be entitled to a credit.
- b. Jacques shall conduct all of these activities in accordance with all state, local and federal guidelines, regulations and laws.
- c. **INDEPENDENT CONTRACTOR.** Jacques is and will perform its Services as an independent contractor for the Client. Nothing in this Agreement shall be construed so as to render Jacques an employee, agent, representative, joint venture or partner of the Client, and Jacques shall not hold itself out to others in such capacity. Jacques shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the Client. Jacques shall have no authority to bind the Client to contracts or to incur any other obligations on behalf of the Client, and any such contracts or obligations entered into or incurred by Jacques shall be void.
- d. Jacques agrees to defend and indemnify and hold harmless the Client, its affiliates, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses, including expert fees, incurred in the defense thereof) relating to personal injury or property damage or any other claim arising out of the acts or omissions, including negligence or malpractice, of Jacques, or of any of its officers, directors, employees, agents, servants or independent contractors in connections with their responsibilities under this Agreement.
- e. Throughout the term of this Agreement, Jacques agrees to provide and maintain General Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year. Jacques shall provide Client with evidence of such coverage upon request. Said insurance shall name the Client as an additional insured.
- g. **Assignment of Rights.** Except as specified in this Agreement, the rights and obligations of each party under this Agreement are exclusive to that party and cannot be assigned or transferred to any other person, firm, organization, corporation or other entity without the prior written consent of the other party.
- h. **AFFIRMATIVE ACTION:** The Parties agree to incorporate by reference into this Contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Jacques agrees to comply fully with the terms, provisions, conditions and obligations of said Subsection 3.4(a), provided that said Subsection 3.4(a) shall be applied

subject to the terms of Subsection 3.4(d) of said Regulations. Jacques shall also comply with the requirements of the Affirmative Action set forth in Exhibit A attached hereto and made a part hereof. The Parties agree to further incorporate into this Contract the mandatory language of subsections 7.4(a) and (b) of regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Jacques or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsections 7.4(a) and (b). Jacques shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto, which shall be incorporated herein by reference. Jacques shall submit a copy of its Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Agreement. The Parties, for themselves, their heirs, executors, administrators, successors, or assigns, hereby agree to the full performance of the covenants herein contained.

- i. AMERICANS WITH DISABILITIES ACT OF 1990: Jacques shall comply with the "Americans With Disabilities Act of 1990".
- j. 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.
- k. NOTICES. All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if faxed (with confirmation receipt), delivered or mailed, by certified mail, return receipts requested, to the parties hereto at the addresses stated on the first page of this contract.
- l. 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.
- m. BENEFIT. This Agreement shall be binding upon, and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
- n. 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.
- o. BUSINESS REGISTRATION CERTIFICATE. The parties to this Contract agree to comply with the provisions of P.L. 2004, c. 57 and P.L. 2009, c. 315 in regards to Business Registration Certificate.
- p. Failure of either party to insist upon the 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.
- q. This Agreement constitutes the entire and complete agreement between the parties and may not be amended, modified or changed in any respect whatsoever except by a further agreement in writing duly signed by all the parties.

- r. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections shall remain in full force and effect.
- s. Whenever the consent of any party is required, such consent shall not be unreasonably withheld nor delayed.
- t. Jacques shall certify in writing that all its employees and all subcontracted employees, present or new hires, servicing this agreement have not been convicted of a crime or are awaiting adjudication of same. This certification shall be provided by Jacques to District prior to any of Jacques' employees, or Jacques' subcontractor's employees, coming in contact with any District pupils. Jacques will provide this representation to the best of its knowledge.
- u. During the performance of this contract, Jacques shall not knowingly allow any employee registered pursuant to N.J.S.A. 2C:7-1, et seq. "Meghan's Law", as a tier 3 offender (sex offenders determined to pose a relatively high risk of offense") or a Tier 2 offenders (sex offenders determined to pose a moderate risk of re-offense), to have contact with any District pupils. Jacques will adhere to this representation to the best of its ability.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.