

Day Thursday Date 6/4/2020

Cocktail Room Pavillion

Ball Room Whole

Time 6:00 to 10:00

No. of Hours 4

Name Brick Township Board of Education

Address 101 Hendrickson Ave

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 Other Brick Memorial Prom 2020

MINIMUM NUMBER OF GUEST TO BE PAID FOR 350

Dinner Price \$ 75 per person, Plus _____ % Service,

The following items included:

COCKTAIL HOUR Classic Elite

~~Butler Passed For Dues Inc~~

~~CHAMPAGNE TOAST~~

~~APPETIZER SALAD~~

~~PASTA OR RIGATTO~~

~~INTERMEZZO~~

DINNER - CHOICE OF - Buffet 10 Items+Salad Inc

~~VEGETABLE POTATO~~

COFFEE & CAKE - Inc For Faculty

VALET PARKING -

IVORY LINEN - Inc

~~OPEN BAR~~

~~VENTRIAN HOUR \$~~

~~DESSERT MEDLEY \$~~

~~DESSERT CROWN \$~~

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 60% 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.

Signature _____

Signature _____

Accepted: MVG Operating Corp., Caterer

By [Signature]

CA

TERMS & CONDITIONS

1. You are contracting for the minimum number of persons shown on the contract, for which you agree to pay us the charges set forth herein. A non-refundable deposit is required from you upon signing of contract. Fifty percent (50%) of all unpaid balances are due 180 days prior to event. The Remaining balance, final count and entrée selections (where applicable) are due 10 days prior to the function. The final count will be considered a guarantee for which you will be charged, whether or not fewer people attend. Such final count may not be less the minimum contracted for and may exceed the original estimate subject to availability of space. Acceptable forms of payment are cash or check; if paying the final payment by check, certified funds or cashier's checks will be required no later than 10 days prior to the function.
2. In the event that the event is not held, you agree to pay one hundred percent (100%) of all charges set forth in this contract, based upon the minimum number of guests guaranteed and liquidated damages. Should collection procedures become necessary, you agree to pay our reasonable attorney fees and collection of the same.
3. Upon cancellation or breach of any provision of this contract by you, South Gate Manor has the immediate right to contract the room to someone else for another function for the date and time of this function, without notice to you and without any release of you from your obligations under this agreement to the host. 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 South Gate Manor shall have the right to order the substitutions in the menu for any item or items that shall not be reasonable and readily obtainable in the open market at the time of your event.
5. You must abide by the hours designated herein for your 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.
6. 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 licenses may be used without the South Gate Manor's consent. The South Gate Manor is not responsible for any concessionaire or licensee hired by the host even if recommended by South Gate Manor. All liquor services are provided by LVV Corporation.
7. The premises and facilities shall be used for only the specific function for which have been contracted. You agree to conform 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 your function, you shall be solely responsible for obtaining any and all licenses and permits from the proper authorities at your own cost and expense. Such license and permit must be displayed to the South Gate Manor at least two weeks prior to function.
8. You will take good care of the fixtures, furnishings and real personal property in the premises. You assume responsibility for damages to such property that may be caused by your employees, guests or invites. You agree to hold South Gate Manor and its agents harmless from any claim that may be asserted against it as a result of your acts or those of its guests, its agents or its members.
9. 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 the office of the MVG Operating 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.
10. This contract is not transferable by you without the written consent of the South Gate Manor. This contract may be completed by the South Gate Manor, MVG Operation Corp., its successors or assignees.
11. If you are 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.
12. The South Gate Manor has the right to substitute another room contracted for if such room is unavailable without any diminution in price. Should no room be available due to circumstances beyond the South Gate Manor's control, there shall be no further liability on the part of South Gate Manor. If the room is unavailable due to fire, strikes of God or other reasons beyond its control, the South Gate Manor shall have the option of canceling this contract without further liability on the part of South Gate Manor, will. If the room is unavailable due to fire, strikes of God or other reasons beyond its control, the South Gate Manor shall have the options of canceling this contract without further liability.
13. The South Gate Manor's liability is solely limited to the liquidated damages in an amount equal to the contracted price of the booked event. The South Gate Manor will not be responsible for, and you waive all rights to, any damages or losses (including consequential damages) incurred by any party to or beneficiary of this agreement.
14. The South Gate Manor has made no representation with respect to the items of food, services or extras set forth in the Contract and has not agreed to furnish any food and services or extras except as specifically set forth herein. The South Gate Manor has made no representations as to the premises or the room contracted for, the conditions thereof, the state of repair, and the size of the number of persons that the same may accommodate.

ADDENDUM

THIS ADDENDUM to the South Gate Manor Contract for the Brick Memorial High School

Prom to be held on June 4, 2020 by and between:

South Gate Manor

(hereinafter referred to as "South Gate"),

AND

BRICK TOWNSHIP BOARD OF EDUCATION

(hereinafter referred to as "BOE").

NOTWITHSTANDING any language contained in the Contract or Addendum, to the contrary, it is hereby agreed as follows that the following clauses are either amended, modified, deleted or added to the original Contract.

A. South Gate shall conduct all of these activities in accordance with all state, local and federal guidelines, regulations and laws.

B. **INDEPENDENT CONTRACTOR.** South Gate is and will perform its Services as an independent contractor for the BOE. Nothing in this Contract shall be construed so as to render South Gate an employee, agent, representative, joint venturer or partner of the BOE, and South Gate shall not hold itself out to others in such capacity. South Gate shall not enter into any contracts, Contracts or other obligations with any other parties which bind, or are intended to bind, the BOE. South Gate shall have no authority to bind the BOE to contracts or to incur any other obligations on behalf of the BOE, and any such contracts or obligations entered into or incurred by South Gate shall be void.

C. South Gate agrees to defend and indemnify and hold harmless the BOE, 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 South Gate, or of any of its officers, directors, employees, agents, servants or independent contractors in connections with their responsibilities under this Contract. South Gate's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

D. Throughout the term of this Contract, South Gate 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, and Licensed Professional 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. South Gate shall provide the BOE with evidence of such coverage upon request. Said insurance shall name the BOE as an additional insured.

E. Assignment of Rights. Except as specified in this Contract, the rights and obligations of each party under this Contract 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.

F. 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 South Gate 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.

South Gate 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 South Gate or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsections 7.4(a) and (b).

South Gate shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto, which shall be incorporated herein by reference. South Gate 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 Contract.

The Parties, for themselves, their heirs, executors, administrators, successors, or assigns, hereby agree to the full performance of the covenants herein contained.

G. AMERICANS WITH DISABILITIES ACT OF 1990:

South Gate shall comply with the "Americans With Disabilities Act of 1990".

H. 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.

I. 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.

J. COUNTERPARTS. This Contract 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.

K. BENEFIT. This Contract shall be binding upon, and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

L. 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.

M. INSURANCE.

Each party agrees to maintain liability insurance as follows:

1. Worker's Compensation: Statutory limits in compliance with Workers Compensation Laws of the State of New Jersey.
2. General Liability: A minimum limit of liability of \$1 million per occurrence for bodily injury and property damage, \$3 million general aggregate.

The insurance company for the above coverage required herein must be licensed by the State of New Jersey and acceptable to both parties. Neither party shall not take any action to cancel or materially change any of the insurance required under this Contract without the other party's approval. The maintenance of insurance under this section shall not relieve the BOE or the Township any liability greater than the insurance coverage.

N. Failure of either party to insist upon the strict performance of any of the provisions of this Contract shall not be construed as a waiver of any subsequent default or breach of the same or similar nature.

O. This Contract constitutes the entire and complete Contract between the parties and may not be amended, modified or changed in any respect whatsoever except by a further Contract in writing duly signed by all the parties.

P. In the event that any court of competent jurisdiction shall declare any section of this Contract invalid for any reason, all other sections shall remain in full force and effect.

Q. South Gate shall comply with Exhibit A "Mandatory Equal Opportunity Language" as attached hereto and made a part hereof.

R. Whenever the consent of any party is required, such consent shall not be unreasonably withheld nor delayed.

S. South Gate shall certify in writing that all its employees and all subcontracted employees, present or new hires, servicing this Contract have not been convicted of a crime or are awaiting adjudication of same. This certification shall be provided by South Gate to District prior to any of South Gate's employees, or South Gate's subcontractor's employees, coming in contact with any District pupils.

T. During the performance of this contract, the South Gate 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), upon the property for which this event is being held while this event is being held.

U. South Gate shall file a certificate of insurance for all insurance required under this Contract with District. Certificates shall include the following language: This policy shall not be canceled or reduced in required amounts of liability or amounts of insurance until notice has been mailed to the Board of Education of the Township of Brick stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice.

V. South Gate Manor agrees to delete "CASHIERS CHECK or CASH" at bottom of 1st page and replace with "Board of Education check".

W. South Gate Manor agrees to delete "MVG Operating Corp., Caterer" from signature line at bottom of 1st page and replace with "South Gate Manor".

X. South Gate Manor agrees to delete last sentence of paragraph 1.

Y. South Gate Manor agrees to delete paragraph 2 in its entirety.

Z. South Gate Manor agrees to amend paragraph 3 to indicate that in the event the facility is able to re-let the room, then in that event, the BOE will be entitled to credit for such re-letting.

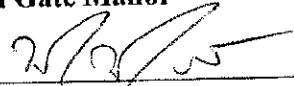
- aa. South Gate Manor agrees to delete paragraph 4 in its entirety.
- bb. South Gate Manor agrees to delete "the office of the MVG Operating Corp." from paragraph 9 and replace with "South Gate Manor".
- cc. South Gate Manor agrees to delete "may" from paragraph 10 and replace with "is to be".
- dd. South Gate Manor agrees to delete ", MVG Operation Corp., its successors or assignees" from paragraph 10.
- ee. South Gate Manor agrees to delete first sentence of paragraph 12.
- ff. South Gate Manor agrees to delete ", will" at the end of the third sentence of paragraph 12.
- gg. South Gate Manor agrees to delete the last sentence of paragraph 12.
- hh. South Gate Manor agrees to delete paragraph 13 in its entirety.
- ii. South Gate Manor agrees to delete paragraph 14 in its entirety.

IN WITNESS WHEREOF, the parties to this Addendum set their hands and seals, the day and year first above written.

Witness/Attest:

South Gate Manor

By:



Witness/Attest:

Brick Township Board of Education

By: _____

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.