

Tel: (732) 679-5700  
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# Grand Marquis

*Exquisite Catering With A Personal Touch*

1550 Route 9 South • Old Bridge, NJ 08857  
 grandmarquisnj@hotmail.com  
 www.grandmarquiscaterers.com

Dome Room:   
 Dome Cocktail:   
 Marquis Room:   
 Marquis Cocktail:

Today's Date: 9/10/13  
 Sponsor/Lessee: Brick Top Board of Education  
 Sponsor/Lessee: \_\_\_\_\_  
 Address: 101 Hendrickson Avenue Brick NJ 08724  
 Tel. Home: \_\_\_\_\_ Alt. Tel.: \_\_\_\_\_  
 Nature of Function: Junior Prom In Honor of: \_\_\_\_\_  
 Date of Function: May 9, 2014 Time: From: 6 To: 11  
P.R.M.

	Yes	No		Yes	No
Hot-Cold Hors D'oeuvres	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Chapel	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cold Display Tables	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Valet Parking	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot Captain's Station	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cake	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Liquors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Misc.	<input type="checkbox"/>	<input type="checkbox"/>
Checkroom	<input checked="" type="checkbox"/>	<input type="checkbox"/>			

MENU Butler hors d'oeuvres  
Cold Stations - Fruit, Cheese, Veg  
Buffet Dinner - 5 Items  
Sundaes Bar, CC, Snow Cones  
Chocolate Fountain  
Soda, Juice, Soft Drinks, Tropical Drinks  
Ice Sculpture

MINIMUM GUESTS GUARANTEED 350 @ PRICE PER GUEST \$ 58.00 INITIAL HERE  
Tax Exempt PLUS APPLICABLE SALES TAX AND 20% SERVICE CHARGE  
 1<sup>st</sup> Deposit \$2,000.00 1<sup>st</sup> \$ 2,000  
 2<sup>nd</sup> Deposit \$2000.00 - Due 3 months from date of this contract (non-refundable) 2<sup>nd</sup> \$ \_\_\_\_\_  
 3<sup>rd</sup> Deposit 75% of balance - Due 6 weeks before function \* 3<sup>rd</sup> \$ \_\_\_\_\_  
 \* Balance due in full no later than Thursday prior to function by cash or certified funds only \$ 22,360  
 The Grand Marquis accepts Visa / Mastercard only for the 1<sup>st</sup> and 2<sup>nd</sup> deposits  
 All Deposits are non-refundable or minimum

\* Board of Education check

Sponsor / Lessee acknowledges that they have read and understand and agree to the reverse side of this contract.

\_\_\_\_\_  
 SPONSOR / LESSEE

\_\_\_\_\_  
 SPONSOR / LESSEE

**DATE CHANGES  
 REQUIRE AN ADDITIONAL  
 \$1500.00 UPON REBOOKING**

Larry Funder  
 Grand Marquis Inc. Representative

1. The Lessee hereby agrees to conform and comply with all the rules and regulations governing the premises where the function takes place, including all Municipal, State and Federal laws.
2. The premises and facilities shall be used only for the specific function for which they have been leased.
3. If the premises had been previously booked, conflicting with this agreement, then the Grand Marquis, Inc., shall have the right to cancel this agreement by mailing notice of said cancellation to the Lessee within 5 days of discovering of said conflict. In event of said cancellation, all monies paid by the Lessee shall be refunded and this agreement shall be declared null and void, relieving all parties of all responsibility.
4. On Wednesday prior to the affair, the Lessee shall guarantee the Grand Marquis the final number of full paying guest who will attend, and if the number is larger than the original minimum guest guaranteed, the Lessee shall be financially obligated to the larger number.
5. The number of persons either originally guaranteed or guaranteed in accordance with paragraph #4 above shall be the minimum number for which the Lessee is financially obligated to pay the Grand Marquis. For these purposes, half price guest count as half in calculating guarantee.
6. The Lessee shall take good care of all fixtures, furnishings and other property on the premises, and assume responsibility for any damage caused by the Lessee, its guest, its members, or its agents and agree to hold the Grand Marquis and its agents harmless from any claim that may be asserted against it as a result of acts of the Lessee or its guests, its agents, or its members.
7. The Grand Marquis shall not be responsible for any damage caused by air conditioning failure, heating failure, fires, strikes, plumbing failure, or acts of God.
8. The Grand Marquis shall have the right to substitute menu items that are not reasonably available on the open market.
9. This is the entire agreement of the parties and all modifications must be made in writing and signed by the parties.
10. In the event of default by the Lessee, the Lessee shall be responsible for reasonable legal fees and collection costs in addition to fifty percent (50%) of the total contract price. The parties agree that because of the peculiar nature of the services being rendered, that it is impossible to prove the amount of damages incurred by the Grand Marquis as a result of the Lessee's default. Therefore, the parties agree that the sum of fifty percent (50%) of the contracted price plus fees and costs is a fair and reasonable estimate of the damages incurred by the Grand Marquis and is herein fixed as liquidated damages. The Lessee agrees to pay said monies to the Grand Marquis on or before six weeks prior to the scheduled date of the function.
11. The deposits paid to the Grand Marquis are NON-REFUNDABLE.
12. If the Grand Marquis does not enforce any provision of this agreement, said act by the Grand Marquis shall not be a waive of any of their rights or any provision herein.
13. The Lessee acknowledges that an additional overtime cost will be charged if the function runs over the time period agreed to on the other side of this agreement.
14. The Lessee agrees that the Grand Marquis is not responsible for any vendors hired by the Lessee (i.e., band, acts, photographers, florists, etc.), even if they were recommended by the Grand Marquis. All vendors must maintain at least \$1,000,000.00 liability insurance, indemnify the Grand Marquis against all causes of actions resulting from their services and provide a copy of said policy to the Grand Marquis prior to entering the premises. All vendors must agree to follow all rules and regulations as set forth by the Grand Marquis.
15. The Lessee shall pay the Grand Marquis an amount equal to seventy-five percent (75%) of the balance due prior to eight (8) weeks before the function date by cash, personnel check or certified funds. The balance of the contracted price shall be paid in full no later than Thursday prior to the function by CASH or CERTIFIED CHECK. There are no credit cards accepted for payments after the second (2<sup>nd</sup>) deposit.

*Grand  
Marquis*  
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RIDER TO CONTRACT BETWEEN BRICK TWP BOARD OF EDUCATION AND THE  
GRAND MARQUIS FOR THE BRICK MEMORIAL HIGH SCHOOL JUNIOR PROM ON  
MAY 9, 2014  
DATED \_\_\_\_\_, 2013 (THE "CONTRACT")

1. THE LAST SENTENCE OF PARAGRAPH 3 ON THE BACK OF THE CONTRACT IS DELETED AND IN ITS PLACE, THE FOLLOWING SENTENCE SHALL BE INSERTED:

"IN THE EVENT OF SAID CANCELLATION, ALL MONIES PAID BY THE LESSEE SHALL BE REFUNDED AND THE GRAND MARQUIS SHALL BE RESPONSIBLE FOR ANY COST DIFFERENTIAL THAT THE BOARD OF EDUCATION MAY INCUR IN SECURING A NEW LOCATION FOR THE EVENT."

2. PARAGRAPH 6 ON THE BACK OF THE CONTRACT IS MODIFIED TO ADD THE FOLLOWING AT THE END THEREOF:

"SUBJECT TO THE PROVISIONS OF THE NEW JERSEY TORT CLAIMS ACT, N.J.S.A. 59:1-1 ET SEQ."

3. PARAGRAPHS 8 AND 10 ON THE BACK OF THE CONTRACT ARE DELETED IN THEIR ENTIRETY.

4. PARAGRAPH 15 ON THE BACK OF THE CONTRACT IS MODIFIED BY ADDING THE FOLLOWING SENTENCE AT THE END THEREOF:

"REGARDLESS OF THE FOREGOING FORMS OF PAYMENT REFERENCED IN THIS PARAGRAPH 15, THE LESSEE MAY MAKE ALL SUCH PAYMENTS TO THE GRAND MARQUIS BY BOARD OF EDUCATION CHECK."

5. GRAND MARQUIS SHALL PROVIDE A CERTIFICATON ON NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN PURSUANT TO N.J.S.A. 18A:18A-49.4 8a.

GRAND MARQUIS

\_\_\_\_\_  
LAURENCE E. FUNDLER  
DATED: \_\_\_\_\_, 2013

BRICK TWP BOARD OF EDUCATION

\_\_\_\_\_  
DATED: \_\_\_\_\_, 2013