



Agreement between Brick Township Board of Education and Sheraton Eatontown

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Tuesday, December 08, 2015
 RE: Brick Memorial High School

This Agreement between Brick Township Board of Education (“Group”) and Pacific Concord Investment Corporation d/b/a Sheraton Eatontown (“Hotel”) is effective as of the date it is signed by Hotel (“Agreement Date”).

Event Dates: Friday, May 06, 2016 - Friday, May 06, 2016

Function Space/Schedule of Events: This Agreement applies to the following event and function space (the “Function Space”):

Date	Start Time	End Time	Function	Agr
5/6/2016	5:00 PM	7:00 PM	Hospitality Room	15
5/6/2016	6:00 PM	10:00 PM	Dinner	350

Rates do not include applicable state and local taxes, currently 7%.

Assignment of Function Space: Hotel will provide Customer with Function Space in accordance with the schedule of events, based on the contracted number of people attending the event. Hotel may make reasonable substitutes to Function Space by notifying Customer, only with consent of “GROUP” prior to event.

Banquet Event Orders: Hotel will provide Customer with Banquet Event Orders (“BEOs”) that specify and confirm the specific details and terms and conditions for each event including, final menu selections, pricing, room set up and decor.

Food & Beverage: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed on BEOs. A service charge, currently 20% of the total food and beverage revenue (plus all applicable taxes), will be added to all food and beverage charges. No other fee or charge, including administrative fees, set up fees, labor fees, or bartender or food station fees, is a tip, gratuity, or service charge for any employee.

Minimum Revenue: The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is: \$13632.50 (the “Minimum Revenue Guarantee”). If Customer does not meet the Minimum Revenue Guarantee, it will pay the difference between the actual revenue and the Minimum Revenue Guarantee (plus all applicable taxes) as a reasonable estimate of Hotel’s losses.

Cancellation: If Group cancels this Agreement, Group will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

From the Agreement Date to 91 days prior to Friday, May 06, 2016 :	50% of Total Minimum Revenue = \$6816.25
From 31 days to 90 days prior to Friday, May 06, 2016:	75% of Total Minimum Revenue = \$10,226.38
From 30 days or less prior to Friday, May 06, 2016:	100% of Total Minimum Revenue = \$13632.50

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel’s ability to mitigate its losses through resale.

Payment: Customer will pay expected charges under this Agreement as follows:

A deposit of \$ 500.00 is due upon signing of this Agreement.
The balance is due 5 business days prior to Friday, May 06, 2016
Any remaining amounts are due at the conclusion of the event.

If any of the above payments are not made by the date indicated, Hotel may require immediate full prepayment of any remaining amounts due or may cancel the event.

Security: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Group will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Group to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Group for additional charges. Except with respect to certain services (e.g., rigging services), Group may use its own vendors for such services provided that Group's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Group will inform Hotel of its decision to bring its own vendor at least 60 days prior to Friday, May 06, 2016, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to Friday, May 06, 2016.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

Disclosure: Group will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Group will disclose to all Group attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Group will be responsible for providing its disabled members with auxiliary aids in connection with any Group events or activities. Upon Group's reasonable request, Hotel will cooperate with Group to provide services on behalf of Group's disabled attendees.

Privacy: Group will obtain all necessary rights and permissions prior to providing any personally identifiable information ("PII") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with Starwood's privacy statement (www.starwoodhotels.com/corporate/privacy_policy.html) and applicable law.

Confidential Information: Group and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

Dispute Resolution: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

Force Majeure: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Assignment: Group may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

Waiver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

Representation on Authority of Parties/Signatories: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

All of the above facilities and services are being held on a first option tentative basis until 1/8/16 4:00PM. After this date, all contractual items noted herein shall be null and void. This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Group. This contract shall be deemed accepted only after it has been signed by a representative of the Group and thereafter signed by a representative of the Hotel. Acceptance may be made by facsimile, email or via mail and this contract may be executed in one or more counterparts, each of which when fill executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

Amendments:

- Hotel shall provide a Certification of Non-Involvement in Prohibited Activities in Iran pursuant to N.J.S.A. 18A:18A:49.4 8a".
- 2.. Hotel shall provide a copy of its Business Registration Certificate pursuant to N.J.S.A. 52:32-44".
- Hotel 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 Hotel, it subsidiaries, 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."
- This Agreement 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."

ACCEPTED AND AGREED TO:

Brick Memorial High School

Pacific Concord Investment Corporation
d/b/a Sheraton Eatontown Hotel

By _____
Brick Township Board of Education and James
W. Edwards, Jr., CPA Client

By _____
Blair Ramsey, Event Manager

Date _____

Date _____