

BRICK MEMORIAL HIGH SCHOOL SR. PROM

Thursday, May 30, 2019

General Information							
<p>BRICK TOWNSHIP BOARD OF EDUCATION 101 HENDRICKSON AVE. BRICK, NJ 08724</p> <p>CELL: (732) 330-6061</p>	<p>Account 9110</p>	<p>Guest Count</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black;">Estimated</td> <td style="border: 1px solid black;">Guaranteed</td> </tr> <tr> <td style="text-align: center;">300</td> <td style="text-align: center;">200</td> </tr> </table>	Estimated	Guaranteed	300	200	<p>Event # 228201</p>
Estimated	Guaranteed						
300	200						
		<p>Status Confirmed</p>					
		<p>Revised: 10/05/2018 Jim O'Neill</p> <p>Created: 07/25/2018 Jim O'Neill</p>					
Contact Information							
<p>Ms. Lisa Gorski, BMHS Class of 2019 Advisor</p> <p style="text-align: right;">Email: lgorski@brickschools.org</p>							
Room Information							
EB	EAST BALLROOM	7:00 PM	- 11:00 PM				
EL	EAST LOUNGE	7:00 PM	- 11:00 PM				
EWG	EAST WING	7:00 PM	- 11:00 PM				
WB	WEST BALLROOM	7:00 PM	- 11:00 PM				
WL	WEST LOUNGE	7:00 PM	- 11:00 PM				
WWG	WEST WING	7:00 PM	- 11:00 PM				

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<u>QTY</u>	<u>Item</u>	<u>Price</u>	<u>Total</u>
	Food & Beverage		
	***** EVENTS		
200	PROM PACKAGE	62.00	12,400.00
	Upon Arrival Guest		
	CHEFS Choice of Six (6) Butler Passed Hors d' Oeuvres		
	=====		
	Prom Sit-Down Dinner Menu		
	Classic Caesar Salad OR Tossed Garden Salad Choose One		
	===		
	Entrée		
	Chicken TBD		
	Served with Chefs Choice Potato and Seasonal Vegetable		
	===		
	Dessert		
	Ice Cream Novelty Cart Includes		
	Assortment of Frozen Ice Cream Bars		
	===		
	~Beverage Service~		
	Coffee and Tea Available for Chaperones		
	Assorted Soda and Juice Bar including		
	Virgin Strawberry Daiquiris and Piña Coladas		
	CHAPERONES	35.00	0.00
	# ? Chaperones		
	Buffet Conference Rooms		
	Tossed Garden Salad		
	Chicken TBD		
	Served with Chefs Choice Potato and Seasonal Vegetable		
	Assorted Homemade Cookies		
	*Chaperones are \$35.00 each number of chaperones is to be determined		
	PROFESSIONAL MEALS	25.00	0.00
	and Police		
	Assorted Homemade Cookies		
	2 Eagle Oaks Security No Charge=		
	Total VENDORS ?		
	*VENDORS AND POLICE are \$25.00 each number is to be determined		
	~~~~ <b>DESSERTS AND CAKES</b>		
	<b>DESSERT 8:30-9:30</b>	0.00	<b>0.00</b>
	Ice Cream Novelty Cart Includes		
	Assortment of Frozen Ice Cream Bars		
	~~~~ <b>COFFEE / BEVERAGES</b>		
1	BEVERAGE SERVICE	0.00	0.00
	WEST BAR AREA		
	Coffee and Tea Available for Chaperones		
	4 Hours of Assorted Soda and Juice Bar		
	Virgin Piña Coladas and Strawberry Daiquiris		
	~~~~ <b>BAR</b>		
	<b>NOTES</b>	0.00	<b>0.00</b>
	Prom Inclusive:		
	Maitre D' and Servers		

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Choice of Linen and Napkin Colors  
Table and Location for Photos

House Rules:  
Throughout the event, Security Guards have the Right to check any bags that are brought in by your guests  
No Smoking - Hair Spray Bottles to be Checked Once Someone Leaves the Building He/She Cannot Return to the Party  
No Alcohol Will Be Served the Evening of the Prom (Not Even to the Chaperones)  
Police Will Be Called Immediately if We Find That Drugs and/or Alcohol are brought into the Building

Security Guards ~ \$250.00 each  
(Minimum of Two Required)

**Menu Total: \$12,400.00**

**Sundries**

<u>Item</u>	<u>QTY</u>	<u>Price</u>	<u>Total</u>	<u>Room</u>
<b>SECURITY</b>	2.00	250.00	500.00	EB
<b>Sundries Total:</b>			<b>\$500.00</b>	

**Summary of Charges**

Room Charges:	\$0.00
Food Charges:	\$12,400.00
Bar Charges:	\$0.00
Sundries Charges:	\$500.00
Total Taxes:	\$0.00
House SC:	\$2,604.00
<b>Total Due:</b>	<b>\$15,504.00</b>
<b>Payments Received:</b>	<b>\$0.00</b>
<b>Balance Remaining:</b>	<b>\$15,504.00</b>

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**General Instructions**

**Managers**

LINENS: TBD

Chaperones are required and Brick Security (Police)

**FAVORS**

Need Copy of ST-5 Tax Form to retain tax exempt status ON FILE

**DJ and photo booth IS TO BE DETERMINED**

**Standard Notes**

Final Guest Count due (14) Days Prior to Event

Balance due day of function by Board of Education or Organizational Check

Please submit ST-5 to retain tax exempt status ON FILE

At your discretion a 5% gratuity for the Maitre D' and Wait-staff is suggested, commensurate with the type and quality of service rendered

**Explanation of House Service Charge/Gratuities**

"We get asked all the time what is a "house service charge", is it a gratuity for the staff?"

The house service charge is not a gratuity. It is designed to help cover the costs of doing business: staffing, utilities, event supplies, day to day operations, etc. So while a catering contract may show a break down of the event elements and their costs, the "house service charge" helps cover the cost of the hours needed for preparation and planning of the event.

As far as any actual recommended gratuities go, our staff's motto is that gratuities are "never necessary, never expected, and always appreciated."

Please note that the 21% House Service Charge in the amount of \$2,604.00 is not a Gratuity for staff but rather an additional charge for the event which bring the actual Prom Package cost to \$75.00 per Guest.

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<b>Payment Schedule</b>					
<u>Due Date</u>	<u>%</u>	<u>Amount Due</u>	<u>Date Rec'd</u>	<u>Amount Rec'd</u>	<u>Rec'd By</u>
10/15/2018	19	\$3,000.00		\$0.00	
04/25/2019	19	\$3,000.00		\$0.00	
05/30/2019	FINAL PAYMENT			\$0.00	

<b>Notes</b>

As representative of this function,  
I agree to the above arrangements and terms  
and agree to payment in full.

Name _____

Date _____

**EAGLE OAKS GOLF & COUNTRY  
CLUB EVENT TERMS AND POLICIES  
includes your changes from 2018 PROM**

**We appreciate your business and are confident in serving you and your guests.  
The following are the General Terms, Policies & Conditions of your Event.**

**DEFINITIONS:** As used herein, the following terms shall have the following meanings: Event – the banquet, reception or other function forming the subject of this Agreement; Licensor / EOGC – Par Golf Group, LLC d/b/a Eagle Oaks Golf Club; Patron / Licensee – the person, corporation, entity, group, organization or association contracting with EOGC for the Event and responsible for full payment to EOGC.

**TAXES:** All federal, state, municipal and other taxes imposed on or applicable to the Event or this Agreement shall be paid for separately in addition to the prices set forth elsewhere in the Agreement.

**ST-5 FORM:** The Patron must supply to EOGC a Certificate of Exemption with respect to any applicable Sales Tax from tax exempt organizations prior to any social function. If such certificate is not provided prior to any function, the sales tax will be charged to and paid by the organization responsible for the function. **These forms must be presented on an individual basis for each event at the time of contract signing.**

**GUARANTEE:** Patron/Licensee agrees to notify EOGC at least fourteen (14) working days in advance of the Event date, an approximate number of guests; and five (5) days prior, the exact number of guests (including adults, young adults, vendors & children) expected to be in attendance, which shall in no case be less than the minimum guarantee given upon signing the contract and this number will be considered the final guarantee. Patron will be charged accordingly, even though a lesser number may actually be served. In the event that Patron fails to notify EOGC, EOGC will consider the expected number of guests indicated on the menu contract as the final guarantee and charge accordingly.

A deposit to reserve the space, date and time for the event shall be paid by the Patron upon signing this agreement. If payment is uncollectible, EOGC reserves the right to terminate this contract and re-book the space, date and time for another event.

**DEPOSIT and PAYMENTS: Initial Deposit Payment of \$3,000.00 DUE October 15 2018** (based on your estimated guest count guarantee multiplied by price per person amount, inclusive of any applicable taxes), is required to reserve the desired space, date and time with Board of Education Check. Unless other written arrangements have been made, additional payments are required as follow: **Second deposit (\$3,000.00) (1) ONE Month prrior to event April 25 2019**

**Final Guest Count due (14) Days Prior to Event  
Balance due day of function by Board of Education or Organizational Check**

**ABSOLUTELY NO PERSONAL CHECKS OR Credit Cards** will be accepted for final payment. Cash or official bank checks are acceptable. **A credit card authorization will be kept on file for any additional charges that might occur, immediately before, during or after your event,** which will be on file **seven (7) days** prior to event and pre-authorized by each Patron/Licensee.

**CANCELLATION:** Patron shall provide evidence of his intent to cancel the agreement by registered or certified mail, with Return Receipt requested. EOGC also reserves the right to cancel this Agreement when insufficient or untimely payment or behavioral events demonstrates the need. In the event of such cancellation by the Patron, or in the event of a breach of any other terms of this agreement by the Patron or in the event this agreement is terminated because of a breach by the Patron, EOGC may, at its election, pursue liquidated damages or actual damages sustained as a result of Patron's breach. In this regard, EOGC shall be entitled to receive, collect or hold a sum of up to sixty percent (60%) of the maximum contract price as and for liquidated damages to Eagle Oaks Golf Club, if cancelled prior to thirty (30) days of your event. If cancellation notice is received less than thirty (30) days prior to event date, EOGC shall be entitled to receive, collect or hold a sum equal to the contract amount as and for liquidated damages. All parties to this Agreement acknowledge that actual damages are not readily susceptible to calculation. EOGC will make a best effort to re-book the cancelled date, time and space to mitigate any liquidated damages of the responsible Patron/Licensee.

**EXTRAS:** In the event EOGC, at Patron's request, furnishes any food, beverages, or other services not specifically provided for in this Agreement, the Patron agrees to pay EOGC the charges therefore.

**PRICES:** Prices quoted herein are not subject to change, unless additions or deletions are effected to your event at a later date.

**EXCUSED NON-PERFORMANCE:** If for any reason beyond its control, but not limited to strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, hotel operations, commodities or supplies, acts of war or acts of God, EOGC or PATRON is unable to perform its obligations under this Agreement, such non-performance is excused and EOGC or PATRON is in no event liable for any consequential damages of any nature for any reason whatsoever. If for any reason the space reserved here under is not available for the Event, EOGC may substitute other space available that is at least comparable in quality thereto and Patron agrees to accept such substitution.

**DISPLAYS AND DECORATIONS: PATRON'S PROPERTY:** All displays and/or decorations proposed by Patron shall be subject to the prior written approval of EOGC in each instance. Any personal property of Patron or Patron's guests or invitees brought onto the premises of EOGC and left therein, either prior to or following the Event, shall be at the sole risk of Patron and EOGC shall not be liable for any loss of or damage to any such property for any reason. Further, it is the responsibility of the client, their guests and vendors to remove any and all belongings, props, centerpieces or rental items immediately upon completion of event. Otherwise, EOGC will dispose of such items, as it deems proper, at the expense of the Patron.

**PROVISIONS OF BEVERAGES:** No beverages of any kind will be permitted to be brought into EOGC by the Patron or any of the Patron's guests or invitees from the outside without the written permission of EOGC and EOGC reserves the right to charge for the service of such beverages. Alcoholic beverages may not be consumed or served in the State of New Jersey to anyone under the age of twenty-one (21). Anyone under the age of 21 who consumes alcohol will be asked to leave the club premises. EOGC reserves the right to refuse alcoholic beverages to anyone who appears to be intoxicated.

**CONDUCT OF EVENT:** Patron agrees to begin its function promptly at the scheduled time and agrees to have its guests; invitees and other persons vacate the designated function space at the closing hour indicated. The Patron further agrees to reimburse EOGC for any overtime wage payments or other expenses incurred by EOGC because of Patron's failure to comply with these regulations. Patron undertakes to conduct the Event in an orderly manner, in full compliance with applicable laws, regulations and rules. Patron assumes full responsibility for the conduct of all persons in attendance and for any damage done to any part of EOGC's premises during any time such premises are under the control of Patron, or patron's guests, invitees, employees or independent contractors employed by Patron. EOGC reserves the right to exclude or eject any objectionable persons from the function, or EOGC premises without liability.

**INSURANCE:** Upon the request of EOGC, Vendors shall procure and maintain, at its expense, insurance coverage, in such amounts, upon such terms and with such responsible insurance companies as shall be satisfactory to EOGC, including comprehensive general liability coverage (with a specific endorsement acknowledging the insuring of the contractual liabilities assumed by the Vendor under this Section) and such workmen's compensation, employer's liability, and automobile liability coverage's as may be required by EOGC. Certificates of Insurance of each such policy shall be delivered to EOGC at least fourteen (14) days prior to the Event. Each such policy shall name EOGC as additional insured. Such insurance shall be considered primary of any similar insurance carried by any of the parties.

All entertainment and other vendors' contractors may only be brought to the premises by Patron after the prior written approval of EOGC. Patron also agrees that EOGC is not responsible for any vendors hired by Patron (i.e. photographers, florists, bands, acts, etc.), even if they are recommended by EOGC. All vendors/service providers must maintain at least \$1,000,000.00 liability insurance, naming EOGC as additional insured, indemnifying EOGC against all causes of actions resulting from their services and must provide a copy of valid insurance certificate 14 days prior to the Event. Entertainment groups, photographers, video personnel and all other hired contractors may not consume alcohol. Spouses and friends of performers are not permitted on Club property.

**SECURITY:** If required, in the sole judgment of EOGC, in order to maintain adequate security measures in light of the size and nature of the Event, Patron shall provide, at its expense, a minimum of uniformed guards (not to carry weapons), supervisors and ushers (the "Security Personnel"). All Security Personnel are to coordinate with EOGC's management and/or regular security force and shall concern themselves only with access to the space reserved there under, or substituted therefore, restricting their presence to these areas of the premises of EOGC.

**IN THE EVENT** that this Agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents to EOGC that he has full authority to sign such contract, and in the event he is not so authorized he will be personally liable for the faithful performance of this contract.

**ROOM** is available for the specific hours indicated on contract. The Patron acknowledges that the use of the premises will not be exclusive during the event, except for the room or other space identified in the agreement. No admittance or alcohol will be permitted before specified start time.

**FACILITIES** are to be used only for the specific purposes for which they have been rented. The Patron acknowledges that no tenancy or interest in land is created by this agreement. Furthermore, the Patron upholds the right of EOGC's sole authority to determine whether to move an event to a comparable indoor space in the event of hazardous weather.

EOGC shall not be responsible for any damage caused by air-conditioning or heat failure, fires, strikes, or any matter beyond the control of the EOGC or caused by an Act of God, to satisfy the terms of this Contract. The Patron, its representatives, hired vendors, their agents or employees shall indemnify, hold and save harmless and defend at its own expense EOGC, its principals, employees, affiliates, from and against all claims, demands, losses, expenses, damages, actions, suits and other proceedings, judgments, settlements or any other matter similar or dissimilar in any way arising from, by reason of, in connection with or based upon, including costs and expenses arising out of any negligent act or omission occasioned by or otherwise attributable to the Patron, its representatives, hired vendors, their agents or employees and the willful or negligent acts of Patron's invitees. Without limiting the foregoing the Patron, its representatives, hired vendors, their agents or employees, shall indemnify, hold and save harmless EOGC, its principals, employees, affiliates, from and against any property damage or injury to or death of any person indirect, special or consequential damages, whether in contract or in tort.

EOGC takes **NO** responsibility at any time for the handling or the designation of the handling of gifts, gift envelopes, donations or auction items. The responsibility lies solely on the patron and/or the patrons guests or designated family member. Any item type that is asked to be stored prior, during or after your event will be at your own risk and at your own choosing.

- **EOGC shall conduct all of these activities in accordance with all state, local and federal guidelines, regulations and laws.**
- **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 EOGC 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. EOGC 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 the Company or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsections 7.4(a) and (b). EOGC shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto, which shall be incorporated herein by reference. EOGC 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.
- **AMERICANS WITH DISABILITIES ACT OF 1990:** EOGC shall comply with the "Americans With Disabilities Act of 1990".
- **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.
- **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.
- **BENEFIT.** This Agreement shall be binding upon, and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
- **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.

**NOTICES:** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to: Patron/Licensee:

**BRICK TOWNSHIP BOARD OF  
EDUCATION 101 HENDRICKSON AVE.  
BRICK, NJ 08724                      May 30, 2019**

If to EOGC:

Banquet Sales Dept. & Accounting Department  
20 Shore Oaks Drive  
Farmingdale, NJ 07747

Or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery.

Patron agrees not to assign this Agreement without the prior written consent of EOGC.



Any failure by EOGC to strictly enforce the terms of this Agreement shall not be deemed a waiver with respect to subsequent breach. In the event any provision of this Agreement shall be declared by any court or tribunal of competent jurisdiction to be invalid, the remaining terms and conditions shall remain in full force and effect.

Upon default of payment of this contract, the Patron is liable for all legal fees, collection fees, and any other costs involved to satisfy the terms of this contract.

This contract shall be construed in accordance with the substantive laws of New Jersey without giving effect to the conflicts-of-laws principles of such jurisdiction. A municipal, state and/or federal court where venue would lie for disputes arising between residents of the Township of Howell, Monmouth County, New Jersey shall have exclusive jurisdiction over all disputes relating to or arising out of this agreement, and the parties hereby consent to the personal jurisdiction of said courts.

This Agreement represents the entire agreement between the parties. No alteration or modification thereof shall be valid unless agreed to in writing and signed by the parties and the Agreement may not be relied upon by any party other than the parties hereto.

THE UNDERSIGNED AGREES TO ALL TERMS SET FORTH IN THIS AGREEMENT.

**PATRON/LICENSEE:**

**EOGC:**



By: **James O'Neill - Event Manager**

**Revised October 18 2018**

**Original request TUESDAY, JULY 25, 2018**

Date