



CATERING AGREEMENT

The following represents an agreement between:

OCEAN PLACE DEVELOPMENT, LLC

(DBA)

Ocean Place Resort & Spa "Hotel"

One Ocean Blvd.

Long Branch NJ 07740

And **Brick Township Board of Education**, "Client", and outlines specific conditions and services to be provided.

ORGANIZATION/PARTY: **Brick Township Board of Education** **BOOKING ID: #989950**

CONTACT:

Patricia Miller
Brick Memorial High School
2001 Lanes Mill Road
Brick, NJ 08724

Phone Number: (732) 567-0665

E-mail Address: pmiller@brickschools.org

NAME OF EVENT: **Brick Township Board of Education (PROM 2012)**

EVENT DATE(S): Friday, May 18, 2012

EVENT AGENDA

DATE	TIME	EVENT	FUNCTION SPACE	ATT.
05-18-12	06:30 PM-07:30 PM	Reception	Monmouth Ballroom	700
	07:30 PM-11:30 PM	Dinner & Dancing	Atlantic Ballroom	700

The Ocean Place Resort & Spa does not guarantee the availability of the room/location preference: however, the Ocean Place Resort & Spa will use its best efforts to provide the preferred room /location for the event. In the event circumstances require Ocean Place Resort & Spa to change the preferred room /location for the event, Ocean Place Resort & Spa shall promptly provide notice of the change.

INCLEMENT WEATHER/BACK-UP SPACE:

In the case of inclement weather an appropriate back up room will be reserved for outside functions. The weather call is made based on the forecast of www.weather.com. If the threat of rain is greater than 50%, the event must be moved inside. If both areas are requested to be set up, an additional charge of \$10.00 per person or \$1000.00 (whichever is greater) will apply. In this case, the hotel will make the final weather call 1 hour prior to the start of the function. This will give hotel operating departments' ample time to properly set up all food and displays. In the interest of safety, the hotel will move all functions indoors should there be lightning or high winds in the forecast. The hotel is not responsible for any damages caused by any unforeseen and/or sudden changes in the weather.

BON FIRES:

City of Long Branch will allow fires to burn for two hours. All beach parties must end by 10:00pm in order to obey the local noise ordinance. If Bonfire is cancelled by Guest within (1) hour of the scheduled start time, a minimum fee of 50% of the charge or \$250.00 (which ever is greater) will be applied.

Client's Initials: _____
Hotel Representative's Initials: TR

ROOM RENTAL/FOOD & BEVERAGE MINIMUM REVENUE:

Banquet space contracted is subject to a minimum food and beverage revenue commitment of **\$39,000.00**. In the event that the minimum food and beverage expenditure has not been met due to a drop in attendance, the Hotel will charge the difference as additional facility service fee. Any changes after receipt of signed contract are based upon space availability at time of request and subject to rental assessment.

MENU PRICES AND APPLICABLE CHARGES:

1. Banquet and restaurant service fees are at 21% of total food, beverage, and miscellaneous charges. The Hotel will apply all applicable taxes to the prices of all goods and services provided to the Client unless acceptable documentation of tax-exempt status is provided at least [30] days prior to the scheduled function date.
2. The Hotel must receive menu selections at least [30] days prior to the scheduled event.
3. In the event that [2] entrees choices are requested, the higher entrée price will be charged for both selections. Advance notice of at least [5] business days is required to accommodate special dietary needs or restrictions.

<p><u>MENU:</u> 2010 PROM PACKAGE @ \$65.00/PER PERSON *VEGETARIAN MEALS WILL BE ACCOMODATED UPON REQUEST *OTHER SPECIAL DIETARY NEEDS/REQUESTS WILL ALSO BE ACCOMODATED WITH ADVANCE NOTICE OF AT LEAST (5) BUSINESS DAYS COMPLIMENTARY CHEF SELECTED HORS D'OEUVRES AND SOFT DRINKS AND WATER WILL BE PROVIDED FOR UP TO 30 CHAPERONES/SECURITY VOLUNTEERS <u>COST:</u> A GUARANTEED FOOD & BEVERAGE MINIMUM OF \$39,000. PLUS A 21% SERVICE CHARGE GROUP IS TAX EXEMPT ST-5 MUST BE SUBMITTED PRIOR TO EVENT. IF ST-5 IS NOT SUBMITTED GROUP WILL BE CHARGED APPLICABLE STATE SALES TAX OF 7%</p>	<p><u>BEVERAGE ARRANGEMENTS:</u> 2010 PROM PACKAGE INCLUDES 5 HOUR OPEN SODA BAR <u>BARTENDER FEE:</u> INCLUDED IN 2010 PROM PACKAGE <u>SECURITY:</u> CLIENT TO PROVIDE OWN SECURITY/CHAPERONES SHOULD CLIENT OPT TO HIRE SECURITY THROUGH OCEAN PLACE, ADVANCE NOTICE IS REQUIRED AND SECURITY WILL BE CHARGED AT \$35 PER GUARD PER HOUR</p>
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FOOD AND BEVERAGE POLICIES:

1. All food and beverages must be purchased through the Hotel. The Client or attendees are not allowed to bring food or beverages of any kind onto the premises.
2. Due to health regulations, no leftover food can be removed from the Hotel property or placed in a guest room to be reused at a later time.
3. **Buffet:** Food is displayed for two hours.
4. **Chef's Fee:** There will be a \$95.00 fee per each chef per each station per hour.

FOOD AND BEVERAGE GUARANTEE:

The Hotel requires a final guaranteed number of attendees to be communicated to the Catering and Conference Services Department no later than 12:00 noon, five (5) business days prior to the date of each scheduled Event. If a guarantee number is not provided, billing for the Event will be based on the greater of the number of persons for which the Event was originally booked, or the actual number of attendance. The Hotel will prepare 5% above the guarantee, if requested. The Hotel reserves the right to charge a surcharge should the client chooses to go over and above 5%.

CATERING & CONFERENCE SERVICES:

A designated Hotel Catering/Conference Services Specialist will assist Client with the details of menu planning, room set-ups, audio-visual equipment, transportation and other aspects of the Event. All event details should be finalized at least [30] days prior to arrival. All catering details and charges will be set forth on a separate agreement (Banquet Event Order) which is available from the Catering/Conference Services Specialist, and once signed, will become a part of this Agreement.

1/13/2011

989950

Client's Initials: _____
Hotel Representative's Initials: TR _____

SET-UP:

1. The Hotel is a smoke-free environment. Smoking is strictly prohibited in all indoor areas outdoor bar & restaurants.
2. If the Client chooses to have a second room set or a different set up after the function has been set according to the signed Banquet Event Order, a minimum re-set fee per function space will apply. For larger or events with more elaborate set up, the fee will be assessed based on the actual amount of labor and time required to set up.
3. No unauthorized equipment may be brought into the Hotel or onto its grounds. All equipment and décor are subject to the Hotel's approval. Décor and/or equipment must not necessitate the moving of works of art or furniture.
4. Any display, decorations or other property brought into the premises by the Client will be the sole responsibility of the Client for which the Hotel will assume no liability. The Client is responsible for the conduct of all persons in attendance and for any damage incurred upon the Hotel or its guests by individuals associated with or representing the Client.
5. All displays, exhibits, decorations, equipment, or performers must enter through the Hotel's designated entrance and/or security checkpoint. Delivery/arrival time must be scheduled in advance through the Hotel's Catering and Conference Services Department.
6. All outside vendors contracted by the Client must review and sign the Hotel's established Vendor Guidelines, and furnish to the Hotel a valid certificate evidencing at least one **[\$1] million** of comprehensive general liability coverage prior to the commencement of any work or services at the Hotel.
7. All displays, exhibits, decorations and equipment must conform to the rules and regulations of the Hotel, the local Building Code and Fire Ordinances, and should be free standing without attachment to any walls, doors, ceilings, floors or structure of the building. It is also understood that the premises will be left in a neat and orderly condition free of debris, trash or decoration no later than the date and time agreed after the Event.
8. Votive candles and hurricanes are permitted as long as glass extends 3" above the flame. Smoking, open flames, unshielded candles, brazier and pyrotechnics of any kind are prohibited on premises.
9. Disclaimer for cake parts: in the event that decorative wedding cake items brought in by the Client are misplaced or broken, the Hotel will not be held liable for replacement costs. It is the responsibility of the party booking the event to ensure all pieces are returned to the bakery supplying the wedding cake.
10. Photographers carrying cameras and related equipment will not be permitted in the Hotel without prior approval from the Hotel. Shoot schedules and locations are required, and restricted access is granted. No cameras or equipment will be allowed in the Hotel's public areas without prior approval, including the lobby, pool, and restaurants. Photographic sessions will not obstruct guest traffic or interfere with guest experience in any way
11. A service fee of **\$3.50** per person is applicable for cake(s) brought in by the Client.

ENTERTAINMENT:

All outdoor music must conclude by 10:00 p.m. Ocean Place will use its discretion on the volume of the music.

Ocean Place Resort & Spa recommends the following vendors

Flowers & Decor: Flowerful Events
Photography & Videography: The Pros
Tent Rentals: Sperry Tents

PACKAGES:

1. The first **[5]** packages received by the Hotel will be complimentary. Additional boxes will be assessed a **[\$5.00]** handling fee per box. Heavy packages exceeding **[100]** pounds will be subject to a fee based on the total weight and/or length of storage time required.
2. The Hotel is not responsible for materials sent and not delivered. COD shipments will not be accepted. All packages must be clearly labeled with: EVENT NAME, NAME OF THE RECIPIENT and/or ORGANIZATION, EVENT DATE, HOTEL CONTACT and ADDRESS. Due to limited storage space, any early shipments arriving more than **[3]** days prior to the Event will not be accepted or will be subject to a storage fee.
3. For packages shipped through the Hotel, the Client must make his or her own shipping arrangements to include billing arrangements with carrier with proper packaging and labeling. The Hotel will not hold packages for more than **[2]** days waiting pick up nor accept liability.

Client's Initials: _____
 Hotel Representative's Initials: TR

COMPLIMENTARY ACCOMODATION:

One complimentary guest room will be provided to Ms. Patty Miller for the night of **Friday, May 18, 2012.**

DEPOSITS/ADVANCE PAYMENT:

The following deposits/advance payments are required as per schedule below. Should any deposit(s) not be received as required, this Agreement will be subject to cancellation by the Hotel. The Hotel reserves the right to require additional deposit(s).

DEPOSIT	DUE DATE	AMOUNT DUE
Initial Deposit	December 28th, 2010	\$250
Second Deposit	February 18, 2012	\$2,000
Full Payment	Due 72 hrs prior to Event	Balance of all charges.

METHOD OF PAYMENT:

All banquet charges including all organized food and beverage functions, space rental and miscellaneous charges will be posted to the Posting Master Number.

Thirty- **[30]** days prior to the arrival date, the Hotel must receive a written list of the authorized signatures and specifications of charges that are posted to the Master Account.

1. Unless a credit account has been established with the Hotel, full pre-payment of the balance is due **[30]** days prior to the Event if payment is made by personal check, or **[3]** days prior to the event if payment is made by cashier's check or credit card.
2. For payment of deposits and/or balance by credit card, a credit card authorization form provided by the Resort must be completed and returned no less than **[30]** days prior to the Event.

CANCELLATION:

If the Client cancels the Event or moves the Event to another city or facility, such decision would constitute a breach of his or her obligation to the Hotel, and the Resort would be harmed. The Client will pay to the Hotel, as liquidated damages, and not as a penalty, within thirty- **[30]** days after written notification to the Hotel of the cancellation. Cancellation must be received in writing. Until receipt of such notification, the Client will continue to be liable and responsible for 100% of all estimated charges:

DATE OF CANCELLATION	TOTAL AMOUNT OF LIQUIDATED DAMAGES
Between 12-28-10 and 181 Days	\$9,750
180-91 Days Prior to 05-18-2012	\$19,500
90-31 Days Prior to 05-18-2012	\$29,250
30-0 Days Prior to 05-18-2012	\$39,000

The total liquidated damages are calculated by multiplying the contracted total function charges including space rental and/or minimum food and beverage expenditure as agreed upon. The Hotel agrees that after timely receipt of such amounts, it will not seek additional damages from Client relating to the Cancellation.

Any and/all advance payments held by the Hotel are non-refundable and will be applied toward any outstanding charges due to the Hotel, including liquidated damages due as a result of cancellation.

Client's Initials: _____
 Hotel Representative's Initials: TR _____

PET POLICY:

Please note that pets are allowed in Designated Guest Rooms. A daily fee of \$150.00 is applicable.

SECURITY:

The Hotel will not assume responsibility for damage or loss of any merchandise or articles brought into the premises, or for any items unattended. With advance notice of at least (5) business days, the Catering and Conference Services Department would be pleased to assist Client in arranging for security officers.

TRADEMARKS:

Any use of the Hotel logo and/or reference to the Hotel must have prior approval from the Hotel. These marks are federally registered trade and service marks of the Hotel, and may not be used without the express authorization of the Hotel. Any use of the marks, including printed materials such as reservation forms, newspaper advertising, flyers, brochures, banners, signs, tickets, invitations, party themes; and use on radio and television by these announcements must be approved in advance by the Hotel.

BENEFIT:

This Agreement shall be binding upon and insure to the benefit of the legal representatives and successors of the parties hereto.

CONSTRUCTION:

This Agreement is being delivered and is intended to be performed in the State of New Jersey and shall be construed and enforced in accordance with the laws thereof.

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 with receipt requested, to the parties hereto at the address 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.

NO ASSIGNMENT:

This agreement may not be assigned.

DEFENSE & INDEMNIFICATION:

Ocean Place Development, LLC shall defend, indemnify, and hold harmless Brick Township Board of Education, its subsidiaries, affiliates, insurers, agents, officers, and employees from and against any and all loss, liability, claim, proceedings, investigation, damage, and expense including attorney and litigation fees (collectively "Claim"), including, but not limited to, injury or alleged injury to Brick Township Board of Education, or third parties caused by or resulting from the negligence or willful misconduct of Hotel or its agents or employees.

Hotel shall also indemnify and hold harmless as to any claim of injury to person or property arising out of the condition of the premises so long as the group does not abuse, overload, or otherwise misuse the property.

Ocean Place Development, LLC 's obligation under this Section shall not extend to Claims relating to or arising from Brick Township Memorial H.S, its agents servants employees or students, negligence, willful misconduct or breach of this Agreement.

Brick Township Board of Education, shall defend, indemnify, and hold harmless Ocean Place Development, LLC, its subsidiaries, affiliates, insurers, agents, officers, and employees from and against any and all all loss, liability, claim, proceedings, investigation, damage, and expense including attorney and litigation fees (collectively "Claim"), including, but not limited to, injury or alleged injury to Ocean Place Development, LLC, its employees or third parties, caused by or resulting from the negligence or willful misconduct of Brick Township Board of Education, its students, its agents or employees. Brick Township Board of Education, obligation under this Section shall not extend to Claims relating to or arising from Ocean Place Development, LLC's negligence, willful misconduct or breach of this Agreement.

LIABILITY:

The Hotel reserves the right to inspect and control all private functions. The Client agrees to be responsible for any damage done to the Hotel.

The Client is responsible for the conduct of all persons in attendance and for any damage incurred upon the Hotel or its guests by individuals associated with or representing the Client.

The Hotel is not responsible if through fire, flood or other emergency conditions, it is unable to fulfill this Agreement.

The Hotel may remodel and/or redesign all or any portion of the authorized area or facilities at any time. Such remodeling or redesigning may occur after the Client's execution of this Agreement and prior to the Event or during the Client's use of the meeting/function and/or authorized space, and in either event, as long as such work is not actively being conducted in the authorized area and/or meeting/function space during the Event, it will not result in a breach of this Agreement. If the Client holds his or her Event at the Hotel at a time when renovations, remodeling and/or construction is occurring, the Hotel shall make its best effort to conduct such activity in a manner so as to minimize the impact and/or inconvenience to the Client and/or the attendees.

The performance of this Agreement is subject to any circumstance making it illegal or impossible to provide or use the Hotel facilities, including the event of a national emergency, acts of God, war, terrorism and/or responses thereto, government regulations, disasters, strikes, civil disorder, curtailment or disruption of transportation facilities. This Agreement may be terminated only for any of the above reasons by written notice from either Hotel or Client to the other.

The Hotel (its Owner, Agents and Employees) give notice that they act only as the agent for the owners, contractors and suppliers providing means of transportation and/or all other services and assume no responsibility for failure or any means of conveyance to arrive or depart as scheduled, delays, discrepancies or changes in itinerary, and/or expenses arising from thefts or loss or any other occurrence over which they have no control. Baggage and all other personal property will be handled only at passenger's own risk.

Client's Initials: _____
Hotel Representative's Initials: TR

ACCEPTANCE:

Please sign and return a copy of this Agreement by **December 28th, 2010**. This Agreement constitutes a binding contract between the parties, and may not be modified, amended or changed except by a written document executed by all parties that signed this Agreement. By executing below, each party warrants and represents that it is duly authorized and has the requisite approval to bind the entity that it represents. If this Agreement is not received by the date above, all guest rooms and function space referred to herein will be released, and neither party will have any further obligations under this Agreement.

At any time should another party request the facilities set forth in this Agreement, the Hotel reserves the right to offer the Client [30] days to sign and return this Agreement, or change the status of this booking to a second option, or lose the facilities set forth herein.

The Hotel and the Client have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below:

SIGNATURES

Approved and authorized by Hotel:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Client:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____