



# Contract

Client/Organization MC Dental	Event Date 5/15/2012 (Tue)	Booking Contact Devang Modi	Sales Rep Janet Baio	Pln Guests 150
Address C-2 Cornwall Drive, East Brunswick, NJ 08816		Telephone (732) 548-4172	Event # E06743	Gtd Guests 125
Reader Board MC Dental Staff Night	Theme Dinner	Service Type Dinner	Tax and Service NJ Tax & 19% Service Charge	

### Venue

Room	Setup Style	Delivery	Start	End	Delivery	Delivery	Description
A+ B	Dinner/Dance		6:00 pm	10:00 pm			Dinner Buffet

### Food/Service Items

Food/Service Items	Price	Qty	Total
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<b>MODIFIED MENU COUNTRY WESTERN THEME</b>			
<b>Cold Canapes and Cheese &amp; Crackers</b>	12.50	125	1,562.50
<b>Passed Hors d'oeuvres:</b> Passed for 1 hour.			
<b>Crudite</b>			
<b>Pines Manor MODIFIED Dinner Buffet</b>	43.00	125	5,375.00
Preferred Client Discount	-20.50	125	-2,562.50
<b>Pines Manor Salad:</b> Mixed greens, cucumbers, tomatoes and croutons with a thyme vinaigrette			
<b>Potatoe Salad</b>			
<b>Cole Slaw</b>			
<b>Macaroni Salad</b>			
<b>Platters</b>			
<b>Grilled Marinated Vegetables</b>			
<b>Smoked Norwegian Salmon Platter</b>			
<b>Fresh Mozzarella Cheese with Tomato and Basil</b>			
<b>assorted Chips , tortillas and salas,</b>			
<b>Seasonal Fresh Fruit Platter</b>			
<b>Pasta Selection (selection of two)</b>			
<b>Penne ;</b> Pink vodka with fresh basil and shaved parmesan cheese			
<b>Fusilli Marscapone Bolognese ;</b> Ground beef folded in a creamy tomato and basil sauce			
<b>Served in Copper Chafing Dishes</b>			

- Barbecued Chicken**
- Hot Dogs with All condiments**
- Asian Short Ribs:** Braised with ginger & lemon grass
- Mini Cheeseburger Sliders**
- Macaroni And Cheese**
- Pulled Pork**
- Corn on the Cobb
- Plain Mashed Potatoes

**Dessert:** Apple Cobbler, Cookies and Brownies

**Four Hour Premium Open Bar to include margaritas** 20.00 125 2,500.00

**Coffee, Decaffeinated Coffee & Assorted Teas**

- Placecard table
- Band on riser
- Wired Microphone
- Standing Podiums

**Comments**

Client will have country western them  
 Client will have own decorator to provide own set up  
 client must provide certificate of insurance for all venders  
 client will have electronic riding bull

Subtotal	6,875.00	Paid	0.00	Pay Method	Check #2525	Card Number
Tax (7%)	572.69	Balance	8,753.94	Card Type		Expires
Serv Chg (19%)	1,306.25	Next Deposit	0.00	Card Holder		
Total Value	8,753.94	Due Date	5/28/2010	Signature		

<b>Deposits Schedule</b>		
Due	Amount	Comment

**Payments Made**

Date	Payment	Method	Card Type	Card Number	Card Holder

We require a final guest count 14 days prior to the event. If the attendance falls below the minimum guarantee, the customer will be charged for the guaranteed number of guests.

We have received \$0.00 deposit. Return your signed contract within five **(5) days** along with the remaining balance if applicable to validate this contract.

Credit cards and personal checks are accepted for the initial deposit only - **additional deposits and final payment must be submitted in the form of cash or certified funds (including bank check, money order and cashiers check).**

A second, non-refundable deposit of one-half of the remaining balance is due fourteen **(14) weeks** prior to the function date. **These funds must be submitted in the form of cash or certified funds (including bank check, money order and cashiers check).**

The entire remaining balance must be paid in full fourteen **(14) days** prior to the function date. **These funds must be submitted in the form of cash or certified funds (including bank check, money order and cashiers check).**

In the event of cancellation, the Pines Manor will retain all deposits and payments on account in full. In addition, the number shown as "GUARANTEE COUNT" will be used to calculate the minimum amount due the Pines Manor as per this contract. The minimum guarantee is not subject to reduction and the Pines Manor reserves the right to charge and collect on the minimum guarantee.

CUSTOMER \_\_\_\_\_ Date: \_\_\_\_\_

PINES MANOR \_\_\_\_\_ Date: \_\_\_\_\_

PINES MANOR \_\_\_\_\_ Date: \_\_\_\_\_

TWO SIGNATURES ARE REQUIRED

**PLEASE SIGN AND RETURN A COPY WITHIN 5 DAYS WITH DEPOSIT IN ORDER TO VALIDATE THIS CONTRACT. CONTRACT SUBJECT TO TERMS AND CONDITIONS ON REVERSE.**

**TERMS AND CONDITIONS**

For adequate consideration exchanged between the parties, the sufficiency of which is acknowledged by the parties, the Parties have negotiated and agreed upon the following terms that shall govern the relationship:

1. Signatory represents that it has the authority to enter into this agreement on behalf of the person, party, and/or entity on behalf which this contract is executed (hereinafter "Client")
2. "Parties" as used herein refers to the Client and Pines Manor.
3. No agency relationship is created between the parties.
4. For due consideration exchanged between the Parties at the time of the signing of this agreement, the Parties agree that Pines Manor is granted an unlimited license to use any and all photographs, video, and/or audio, or any other art in any other medium, as the Pines manor see fit, including for promotional and commercial purposes.
5. The Parties agree that any and all claims arising out of this contract, or the event planed, in any way, will be subject to binding arbitration and that the Pines Manor will select the arbitrator at its discretion.
6. The Client agrees that any and all claims arising from this agreement, or in any way related to it, must be asserted by written notice personally served upon the Pines Manor within fourteen days of the happening of the event giving rise to the claims. Any claim not asserted by notice within fourteen days is deemed forever waived. Said notice shall outline the nature of the claim, all operative facts and witnesses.
7. The Parties agree that the choice of venue is New Jersey and New Jersey Law applies to any and all claims.
8. The Parties agree that any and all damages that may result are limited to the monetary value of the contract, irrespective of whether the damages sound in contract or tort.
9. Each party will bear their own expenses and costs in any suit, including attorney's fees.
10. The Parties agree that the person, party, and/or entity on behalf which this contract is executed shall indemnify the Pines Manor and its employees, agents, and officers, for any and all damages, claims, or torts that may arise from the Client's invitees.
11. The Parties may not modify the terms of this agreement unless each party provides express written consent, specifically stating that the intent is to modify this agreement.
12. The Parties agree that the Pines Manor may terminate this contract at any time, with the sole remedy between the Parties being a refund of any money paid.
13. The Parties agree that the Client shall monitor its invitees to ensure compliance with all Federal, State, and Local laws and ordinances.
14. Non-payment of any or all of the contract price, deposits, or other required or agreed-upon funds gives Pines Manor the option to terminate this Agreement and keep any deposited funds as well as seek as liquidated damages any funds promised to pay as a result of non-performance.
15. The Parties agree that the Pines Manor shall be entitled to seek as liquidated damages the full amount/value of the contract in the event that Client breaches this Agreement.

- 16. The Parties agree that Pines Manor shall have, at its sole discretion, the option to modify or change services, limit or prohibit invitees, restrict access, and modify the execution of the services contracted.
- 17. The Parties agree that no other contract or agreement exist between them, oral or otherwise, and that this Agreement is the sole Agreement governing their relationship.
- 18. The Parties agree that should any part of this Agreement be held invalid for any reason, all other parts of the Agreement remain in full force and effect.
- 19. The Parties agree that should the Client change the date and/or cancel the event, Pines Manor shall keep all deposits and may seek as liquidated damages the value of the contract.
- 20. The Pines Manor requires a final guest count 14 days prior to the event. If the attendance falls below the minimum guarantee, the client will be charged for the guaranteed number of guests.
- 21. The Parties agree that the agreement to provide food and services is subject to the availability of the food and services at fair market value at the time this Agreement is signed, and that Client agrees to assume any increase in cost for food or service items as the market may dictate.
- 22. A second, non-refundable deposit of one-half of the remaining balance is due fourteen weeks prior to the function date in order for the event to proceed.
- 23. The entire remaining balance must be paid in full fourteen days prior to the function date.
- 24. The Parties agree that in the event of a cancelation, the Pines Manor will retain as liquidated damages all deposits and payments on account in full.
- 25. The Client is prohibited from bringing any food or beverages onto the premises. All food and beverages are to be consumed on premise during the contracted time.
- 26. Pines Manor reserves the right to an additional charge if the event runs beyond the time outlined by the Parties and said charges are to be billed at the time of the affair or if set-up is required the day of the event.
- 27. The Client will take good care of the fixtures, furnishing, and personal property of the premises. The client assumes responsibility for any damage to such property that may be caused by the Client, the Client's employees, guests, invitees.
- 28. The client agrees to hold the Pines Manor and its employees, agents, and officers harmless from any claim that may be asserted by it as a result of the acts of the Client, its guests, agents, invitees, or members.
- 29. The Client agrees that all outside vendors shall maintain valid certificates of insurance and that said certificates shall be for an amount to sufficiently indemnify the Pines Manor, its employees, agents, and officers.
- 30. The Parties agree that the Pines Manor has the right to control the amplification level of any event.
- 31. The Parties agree that the Pines Manor is not responsible for any lost, stolen, or shipped items and no Bailee-Bailor relationship is created.

**Tuesday, March 06, 2012**

**An initial deposit may be due at the signing of the contract, the initial deposit is refundable within 3 days of the deposit.**

CUSTOMER \_\_\_\_\_

Date: \_\_\_\_\_

PINES MANOR \_\_\_\_\_

Date: \_\_\_\_\_