

Forest Lodge Catering, LLC
11 Reinman Rd.
Warren, NJ 07059
908-754-7300

Newark Public Schools
765 Broad Street
Newark, NJ 07102
Attn: Dr. Maria Ortiz

October 17, 2023

PLEASE READ CAREFULLY

This contract will confirm arrangements for your group outing to be held Rain or Shine on
Friday June 7, 2024

To a **GUARANTEED MINIMUM** number of **2600** people.

We will provide the **School Menu Plan**. The price will be **\$56.99** person.

Pricing is subject to **NJ Sales Tax. (EXEMPT)**

All extras may be ordered up until 10 days prior to your outing (based on availability) and are subject to NJ Sales Tax.

PICNIC HOURS: 10:00 – 2:00 pm ENTERTAINMENT HOURS: 10:00 am – 1:30 pm

The following extras will be provided:

(10) Carnival Booths with prizes, (2) Hard Rock Climbing Walls, DJ, Emcee, and Karaoke Total \$17,950

DISCOUNTED PACKAGE PRICE FOR NEWARK SCHOOLS: \$17,290,

POOLS WILL BE CLOSED

All charges above are subject to an 16% Service Charge

Rescue Squad \$700

A General Information (GI) form is required to be filled out and returned to Forest Lodge **7 days** prior to your organizations event.

Should you expect your group to exceed **2650** persons, we are to be notified in writing per the General Information Form. The **NEW** figure will then become your final **GUARANTEE** and the **MINIMUM** number of persons for which you will be charged.

IT IS REQUIRED THAT FULL PAYMENT OF THE CONTRACTED AMOUNT BE MADE 10 DAYS PRIOR TO THE DAY OF YOUR OUTING.

If any payment due under this agreement is delayed for any reason, including, without limitation, as a result of any fee underpayment, interest shall accrue and be payable, to the extent legally enforceable, on such unpaid principal amounts from and after the date on which the same became due, at the rate of 1.5 % per month.

In order to firmly reserve the above-mentioned date, a signed copy of this contract must be submitted by **November 8th, 2023** and your initial deposit of **\$80,000.00** must be submitted on, or before, **November 27th, 2023.**

Failure to comply will constitute immediate cancellation without further notice to you.

NBOE Legal Dept.

This contract is binding when signed and the aforesaid date has been reserved for you. ~~In the event you breach this agreement by cancellation or otherwise for any reason, FOREST LODGE will be entitled to retain the deposit plus reimbursement for all losses and damages sustained from said breach.~~ If paying by Credit Card, we will add a 3% convenience fee.

In order to gain admission to Forest Lodge all guests must have a ticket. The ticket must designate whether it is for an Adult or Child (4-11 years of age only). Tickets are supplied and distributed by your organization to each eligible guest prior to entrance to Forest Lodge. If tickets are not supplied, Forest Lodge will take a headcount at the gate and the total count tallied will be what you are invoiced for, which may not be less than your minimum guarantee. We reserve the right to make substitutions if necessitated by supply conditions. Forest Lodge reserves the right to use photos taken during events for marketing purposes, exceptions can be made.

If a mandatory, federal, state, or local government directive prevents the Forest Lodge from performing under the terms of this contract, including COVID-19 restrictions, the initial deposit, and any additional monies paid shall be applied to a mutually agreed-upon future date without penalty. No refunds will be applied. **Force Majeure:** The lessor shall not be responsible for any breach of this contract, or similar inability to perform, arising from any matter beyond the control of the lessor, including acts of God or nature, further, the Lessor shall not be responsible for any damages to Lessee property that arises from matters beyond the control of the lessor or caused by acts of God or Nature.

PLEASE NOTE: Due to local noise ordinances and insurance specifications, Forest Lodge will not permit any disc jockeys or other outside contractors unless pre-approved in writing by Forest Lodge. All alcoholic beverages must be purchased from Forest Lodge, liquor is not permitted to be brought into the facility. No minors will be served. Buses must park in designated areas. All recreational games must be played on designated fields. All guests must have some form of Company Identification or Ticket for Entrance into the Facility. No coolers or large plastic water bottles will be permitted. No animals are allowed on the property. No roller blading, skateboarding or scooters or any similar items are allowed on premise; Any activities being conducted on site are to the sole discretion of Forest Lodge.

Other than for Force Majeure,

Accepted By: Nalew
AUTHORIZED REPRESENTATIVE

Title: SBA

Date Signed: 10/30/2023

Accepted By: Chris
FOR FOREST LODGE CATERING

Title: General Manager

Date Signed: 12/12/23