

RESOLUTION

TOWN OF HEMPSTEAD
INDUSTRIAL DEVELOPMENT AGENCY

Informational Breakfast Meeting
Wednesday, April 17, 2024
Coral House, Baldwin, NY

WHEREAS, the Town of Hempstead Industrial Development Agency endeavors to promote the sharing and exchanging of information with governmental and business leaders, commercial real estate developers and attorneys in the Town of Hempstead; and

WHEREAS, the Agency seeks to host an informational breakfast meeting for the local government and commercial real estate community on Wednesday, April 17, 2024 from 8:30 to 10:30 a.m.; and

WHEREAS, the Agency seeks to enter into a contract with Coral House of Milburn Lake, 70 Milburn Avenue, Baldwin, NY 11510, to host the breakfast meeting for a price per person of \$60.80, inclusive of all taxes and fees for a maximum of 160 attendees;

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead Industrial Development Agency authorizes payment to Coral House of Milburn Lake, 70 Milburn Avenue, Baldwin, NY 11510 for an amount not to exceed \$9,728.00.

Resolution Number: 009-2024

Adopted: *March 19, 2024*

Ayes: *6*

Nays: *4*



Chairman



70 Milburn Avenue • Baldwin, NY 11510 • 516-223-6500
www.coralhouse.com

Contact TOWN OF HEMPSTEAD IDA

Address 350 FRONT ST.

City HEMPSTEAD State NY Zip Code 11550

Phone (evening) LAURA TOMEO 516-414-6578

Phone (daytime) FRED PAROLA 516-812-3134

Cell Phone _____

Email Address _____

Ceremony Yes No From: _____ To: _____

Room _____

Cocktail Hour Yes No Reception Yes No

From: _____ To: _____ From: 8:30 To: 10:30

Room _____

- Room COLONIAL
- MUFFINS / RAISIN DANISH
- FRESH FRUIT
- EGGS / HASH BROWN
- BACON / SAUSAGE
- CHOC. WAFFLE / FRENCH TOAST

Liquor Yes No From: _____ To: _____

COFFEE / TEA / JUICE

Cake Yes No Filling: _____

Inscription: _____

Menu Cards Yes No Place Cards Yes No

Candles Yes No Centerpieces Yes No

Valet Service _____ Number _____

Security _____

Caterer reserves the right to require security personnel at any event.

Please see reverse side for the terms and conditions of this Agreement with Caterer/Inn. By signing this Agreement you have agreed to comply with these Terms and Conditions. READ, UNDERSTOOD AND AGREED.

Patron Signature _____ Date _____

Manager [Signature] Date 3/7/24

Please note this agreement is subject to the terms and conditions listed below. Patron acknowledges having read, understood and agreed to the terms and conditions.

Catering Contract:

1. Caterer agrees to reserve its services for the date and affair specified herein and agrees to cater said affair. The Patron agrees and undertakes that the affair shall take place on the date specified with the provisions herein. The premises shall be used solely for the purposes intended and hired. Patron shall comply with all requirements of law, ordinances, orders, regulations of Federal, State, County and municipal authorities having jurisdiction over it as well as all rules and regulations established by the Caterer. No alcoholic beverages will be served to any person under the age of twenty-one. The Caterer reserves the right to refuse to serve alcoholic beverages to any person, if it reasonably believes that such service can be a violation of the laws of the State of New York.
2. **GUARANTEE:** Customer (hereinafter referred to as "Patron") will give Minimum 10 days notice prior to the date of the function to set the final number of guests to be in attendance. The minimum shall not be less than indicated on the face of this contract. Patron is responsible for the full payment of this guaranteed minimum even if actual attendance is less. Increases above the guaranteed minimum must be paid at the time of final payment which is not less than 10 days prior to the event date. All arrangements as to menu and function details (i.e., flowers, cake, linen, etc.) must be finished 4-6 weeks prior to the date of the function. If client's occupancy exceeds time period agreed upon, Client agrees to pay overtime fees in the amount of \$12.00 per guest, per hour, which shall be calculated and charged in quarterly (fifteen minute) increments for any excess usage of the premises.
3. **PAYMENT ON ACCOUNT:** (a) A patron shall make a series of non-refundable payments on account, hereinafter called deposits. For events with a guaranteed guest count up to 99 guests, a payment of \$500.00 is due upon the execution of this contract. Thereafter, additional payments are required as follows: \$500 within one month from date of contract, \$500.00 within 2 months from date of contract, \$500.00 within 3 months from date of contract, \$500.00 within 4 months from date of contract, \$500.00 within 5 months from date of contract, yielding a non-refundable total of \$3,000.00. For events with a guaranteed guest count up to 100 or more guests, a payment of \$1,000.00 is due upon the execution of this contract. Thereafter, additional payments are required as follows: \$1,000.00 within one month from date of contract, \$1,000.00 within 2 months from date of contract, \$1,000.00 within 3 months from date of contract, \$1,000.00 within 4 months from date of contract, \$1,000.00 within 5 months from date of contract, yielding a non-refundable total of \$6,000.00. ONLY THESE DEPOSIT PAYMENTS MAY BE MADE BY CREDIT CARD. All further payments and the final payment must be made by bank check, certified check or cash not less than 10 days prior to scheduled event. Caterer reserves the right to require an additional deposit

Name TOWN OF HEMPSTEAD

INDUSTRIAL DEVELOPMENT AGENCY

Guest (s) of Honor _____

Type of Event BREAKFAST

Day & Date WED APRIL 17, 2024

Time From: 8:30 To: 10:30

Room (s) COLONIAL SKYLIGHT

Approximate Number of Guests 50+

Guaranteed Minimum of Guests 50

Date Booked: 3/7/24

By: FRANK ERASETO

PAYMENT SCHEDULE

\$ 500 DUE UPON SIGNING CONTRACT

\$ _____ due _____ Rec'd _____ on _____ Total _____

\$ _____ due _____ Rec'd _____ on _____ Total _____

\$ _____ due _____ Rec'd _____ on _____ Total _____

\$ _____ due _____ Rec'd _____ on _____ Total _____

\$ _____ due _____ Rec'd _____ on _____ Total _____

\$ _____ due _____ Rec'd _____ on _____ Total _____

\$ _____ due _____ Rec'd _____ on _____ Total _____

\$ _____ due _____ Rec'd _____ on _____ Total _____

\$ _____ due _____ Rec'd _____ on _____ Total _____

\$ _____ due _____ Rec'd _____ on _____ Total _____

\$ _____ due _____ Rec'd _____ on _____ Total _____

\$ _____ due _____ Rec'd _____ on _____ Total _____

SPECIAL NOTES:

Maitre d' 200

Per Person \$ 49 TAX EXEMPT

****Administrative Fee 20% (See #19 on reverse side)**

Payments toward the above event are non-refundable. All late payments are subject to a \$150 fee plus interest. Please see standard terms & conditions on reverse side.
* FINAL BALANCE SHALL BE PAID WITH MONEY ORDER, CERTIFIED BANK CHECK or CASH. CREDIT CARDS ARE NOT ACCEPTED.

which would bring the total amount of non-refundable payments on account up to 50% of the total minimum guaranteed contract price of the function. If such additional deposit is required by the Caterer, the patron shall be notified no earlier than 9 months prior to the date of the scheduled function, and the patron agrees to make such additional deposit within 30 days after notice is given by the Caterer. Payment in full of the balance of the entire contract price must be made in cash, or by Certified or Bank Check at least ten (10) days prior to the date of the event, and if such payment is not made, the Caterer may terminate this Agreement and retain all or part of the patron's payment, in accordance with the provisions of Section 4. The Caterer reserves the right to modify this payment schedule if the party is booked less than one year in advance of the contract date. (b) If any of the payments required to be made by Patron, pursuant to subparagraph (a), above, is not made when it is scheduled to be made, Patron shall be in default. If such default in payment continues thereafter for thirty (30) days, the Caterer shall be entitled to terminate this Agreement by giving Patron, written Notice of Termination. Notice of Termination shall be deemed to have been given when it is deposited in the United States mail, addressed to the Patron's address as set forth on the face of this Agreement. Upon the giving of Notice of Termination, as described in this Paragraph, this Agreement shall terminate, and the provisions of this Agreement with respect to Cancellation shall then apply, as set forth in Paragraph 4.

4. CANCELLATION: If patron breaches this Agreement or otherwise cancels his/her events the Caterer will retain all payments made on account as liquidated damages. The Caterer will use its best efforts to re-book the event space/date which is made available by patron's breach or cancellation. In the event that such space/date cannot be re-booked, patron is responsible for 50% of the contract guaranteed amount. If the event space/date is re-booked and the newly booked event is priced at the guaranteed minimum price and head count which meets or exceeds the patron's cancelled event, patron is responsible for an administrative fee of 20% of the contracted minimum guaranteed amount. In the event that the newly booked event has a guaranteed amount (head count x per head charge) which is less than the cancelled event, Patron is responsible for the deficiency between the guaranteed minimum costs of the two events.

5. PROVISION OF ALCOHOL BEVERAGES OR FOOD: Neither the patron nor any of the patron's guests or invitees may bring or remove any beverage, alcohol or food of any kind into or from the premises. Vintage or preferred wines, champagnes, or hard liquors, etc. must be procured from the Caterer. Written Authorization is required for an exception to this rule.

6. No orchestra, florist, photographer or other Vendor will be permitted to perform any service to Patron's affair unless said orchestra, florist, photographer or other Vendor maintains a policy of liability insurance covering their services upon the premises where said affair shall be conducted. Said policy of insurance shall be issued by a New York State licensed insurance company with an "A+" Best rating naming the Caterer as an additional insured and containing at least \$2,000,000.00 in general liability coverage with a \$2,000,000.00 umbrella, as well as compensation coverage as required by the New York Workers' Compensation Act. A certificate representing that such insurance is in effect shall be delivered to the Caterer no less than thirty (30) days prior to the date of the affair. In absence of such certificate, the Patron agrees to be personally responsible for and to indemnify and hold harmless both the Caterer and or location for any injuries which may be suffered by any person during the conduct of Patron's affair as a result of any act of negligence by any of the concessionaires or persons contracted by the Patron, notwithstanding any act of negligence on the part of the Caterer. Caterer may prohibit any Vendor which does not fully comply with these insurance requirements from being on premises. All outside vendors must contact the Caterer not less than 48 hours prior to event for check-in procedure. Vendors are not permitted to consume alcoholic beverages. The Caterer reserves the right to exclude any outside vendor.

7. The Caterers shall have no responsibility or liability for failure to supply any service when prevented from doing so by strike, labor dispute, accident, weather, public emergency or otherwise caused beyond the reasonable control of the Caterer, or by orders or regulations of any government authority including the right of eminent domain proceedings, or failure of fuel, water, gas or electric supply, air conditioning or any other facility, nor shall same constitute a breach of agreement by Caterer. The Caterer shall not be responsible for damage caused by any casualty loss to any item or personal property or property damage including vehicles.

8. The person(s) executing this agreement as and/or on behalf of the Patron expressly represent that he or she is authorized to execute this agreement on behalf of said organizations and/or person(s). Where Patron is an organization whether corporate, association, partnership, club or otherwise, this agreement shall be fully binding upon the person executing on behalf of said Patron as well as upon said Patron.

9. In the event that the premises shall have been previously booked for another affair, the Caterer shall have the right to cancel the within affair by mailing notice thereof to the Patron within three (3) days after discovery of such double booking, in which event the Caterer shall repay to the Patron the initial deposit and upon such repayment, this agreement shall become of no further force and effect, and the Caterer shall have no further liability hereunder.

10. This agreement is not assignable or otherwise transferable by the Patron. This agreement constitutes the entire agreement between the parties herein. Except as herein provided no modification hereof shall be of any force and effect unless it is in writing and signed by the party against whom enforcement of such modifications is sought. No right of the Caterer hereunder may be waived, released, surrendered, compromised, altered or otherwise amended in any way whatsoever except in a writing signed by a corporate officer of the Caterer. This contract cannot be modified or changed verbally. Cancellations must be made in writing and sent to Caterer at the address on the first page of this agreement.

11. In the event that any part of this agreement is held invalid or unenforceable, and in the event that the Patron cancels, repudiates or otherwise breaches this agreement for any cause or reason whatsoever, including, but not limited to postponement or cancellation of the event to be celebrated at the affair, Caterer may elect to hold Patron liable for the actual, general and special damages sustained by the Caterer, including, but not limited to the Caterer's loss of profit.

12. CONDUCT OF THE EVENT: Patron undertakes to conduct the function in an orderly manner. Patron assumes full responsibility for the conduct of all persons in attendance and for any damage done to any part of the operator's premises during any time such premises have been contracted to the patron. Patron hereby indemnifies, defends and holds harmless the Caterer, against any and all claims, liabilities or costs (including reasonable attorney's fees, whether by reason of personal injury or death, property damage or otherwise) arising out of or connected with the function or this agreement, caused or contributed by the negligence OR INTENTIONAL ACT of the patron, or any of its guests, or invitees or vendors. The use of confetti, candles, sparklers or pyrotechnics is strictly prohibited.

13. EXCUSED NON-PERFORMANCE: If for any reasons beyond its control the Caterer is unable to perform its obligations under this agreement, such non-performance is excused and the Caterer may terminate this agreement without further liability of any nature, upon return of patron's deposit. In no event shall the Caterer be liable for consequential damages of any nature, for any reason, whatsoever. Furthermore, the Caterer reserves the right to cancel the event if it is determined such an event will cause an unacceptable disturbance in the premises and/or the surrounding community. If for any reason the space reserved is not available for the event, the Caterer may substitute other space on the premises, and patron agrees to accept such substitutions.

14. LOST OR DAMAGED PROPERTY: The patron and its guests or invitees assume full responsibility for any article of clothing or personal property checked, stored or brought on the Caterer premises either prior to, during or following the event. The Caterer shall not be responsible or liable, for any reason, including the loss, damage theft or abandonment of such items. The patron and its guests and invitees assume full responsibility for any damage or loss suffered for cars parked on or adjacent to the Caterer without any liability on the part of the Caterer. Due to space restrictions, the Caterer cannot accept or hold favors, decorations, or any additional items. Special arrangements may be made in advance for storage and placement at an additional service fee.

15. WHOLE AGREEMENT AND MERGER: This Agreement constitutes the entire understanding between the parties, and each party acknowledges that no representations or warranties have been made by either party to the other, or by anyone else, except as expressly set forth in this agreement. Each party acknowledges that they are executing this agreement solely upon the representations contained herein, and not upon any other representations not expressly set forth herein. The parties agree that any prior representations made by either one of them to the other, or by anyone else, are expressly merged herein.

16. COLLECTION COSTS: In the event that any amounts due hereunder to the Caterer or its agents, servants or employees are collected by law, as through an attorney-at-law, all costs of collection including reasonable attorney's fees and costs, shall be paid by the patron.

17. Any controversy, claim or dispute arising out of or relating to this contract/agreement, or the breach thereof shall be determined by arbitration pursuant to the Commercial Arbitration Rules of Click and Settle.com, Inc. (a Parent Company of National Arbitration and Mediation ("NAM") in effect on the date the claim is filed with NAM. The arbitration shall be held at the offices of NAM maintained in the County of Nassau, State of New York. Any award made by the arbitrator shall be committed to a judgment to be entered in any Court having competent jurisdiction. Any and all fees of such arbitration, inclusive or reasonable attorney's fees shall be borne solely by the party against whom such award is rendered, and the parties herein consent to the inclusion of same within the arbitration award.

18. If any payment due under this contract is not received by Caterer from Patron on the date due, Caterer is entitled to cancel here in, and any monies paid on account shall be deemed forfeited. Any payments received and accepted after the date due for payment shall be subject to a \$150 late fee and a 9% per annum interest charge (prorated on a per diem basis). In the event payment, penalty and interest are accepted by the Caterer for late payment, Caterer reserves the right to reinstate the contract.

19. *ADMINISTRATIVE CHARGE IS NOT A GRATUITY FOR SERVICE EMPLOYEES. It is a charge for the administration of this event. The administrative charge is for administration of the banquet, special function or package. It is not purported to be a gratuity, and will not be distributed as gratuities to the employees who provided service to the guests.