

BATTERY GARDENS

Catering Contract
Contract: 00014940

CUSTOMER
Mr. Jay Townsend NYC-NSA Phone: 845-534-3513 (Jay W)

EVENT INFORMATION	
Event Date:	Friday, June 14, 2019
Description:	Seated Luncheon and Speaking Program
Guest Count:	70
Event Status:	Proposal
Contact Person:	Marlisa Brown
Contact Phone:	845-534-3513 (Jay W)
Sales Manager:	Donna Ahern

LOCATION AND TIMES			
Room	Setup Style	Start Time	End Time
Harbor View Room	SEE SPECIAL INSTRUCT	11:00 am	3:00 pm

NSA - NYC Annual Luncheon

MENU SELECTIONS			
Description	Qty	Price	Total
Seated Luncheon	70	50.00	3,500.00
Minimum Guarantee of 70 Adults			
Group is Tax Exempt. <u>ST-119 Form</u> DA must be provided, otherwise we will add 8.875% to this bill.			

**NOTE: Please do not clear tables until 3:15pm.			
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Vendor Meals (#TBD)		25.00	
*****			
BOD Meeting (behind screens - fireplace side of room) @ <del>11am</del> <u>10:30 AM</u> <span style="border: 1px solid blue; border-radius: 50%; padding: 2px;">Jhr</span>			
Glasses of Water for ___pp			
How many feet of clothed table?			
*****			
*INVITATION / RECEPTION*			
Servers will pass Sparkling Water with Lemon and Lime, UNSWEETENED Iced Tea, and Lemonade (Make Iced Tea on Thursday and Cool) BETWEEN 11:50A - 12:15P			
Sugar and Sugar Substitute should be			

dn

**MENU SELECTIONS**

Description	Qty	Price	Total
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PRE-SET on all dining tables.

*****  
**THIS IS A GLUTEN FREE MENU**

Menu below is from 2017. Host can update in 2019.

*****  
INTERNATIONAL CHEESE AND FRESH FRUIT DISPLAY, Served w Water Crackers on the side

*****  
*3-COURSE SEATED LUNCHEON*

*****  
*1st COURSE* (PRE-SET)

Lola Rosa Salad, Mandarin Orange Segments, Brie, Red Wine Vinaigrette  
No Nuts, No Onions, No Croutons

*****  
*ENTREE COURSE*

CHOICE AT TABLE OF:

Lemon Chicken: Roasted Fingerling Potatoes, Cream of Spinach and Artichoke - Lemon Wheel Garnish  
(AND)

Roast Salmon: QuinoaTabbouleh with Lentils, Fresh Asparagus

*****  
*VEGAN Entree available on Request*

Stuffed Italian Eggplant  
Vidalia Onions, Herbed Quinoa  
Arugula, Tomato Vinaigrette

**NO NUTS IN THIS ENTREE**

*****  
*DESSERT*

Coconut Passion Fruit Mousse, Coconut Cream, Passion Fruit Puree

**Julio- Please have 10 RASPBERRY

Sorbet's available upon request.

*****

Coffee, Tea, Decaffeinated Coffee

*Chocolate Mousse*  
*del*

*del*



A deposit in the amount of \$1,000 is due upon receipt of signed contract. Payment can be made with a credit card and we will not charge any fee.

Final Balance will be due 5 days prior to event in the form of a bank certified check or Cash. If you would like to pay the balance with a credit card, we reserve the right to pass along the 3% fee we are charged.

Final Guest count and Vendor count (if any) will be due one week prior to event.

If a Kosher Meal(s) is needed, please reach out to MaryAnn Lai at Levana Pastries (A Glatt Kosher restaurant) at least 10 days prior to your event. Maryann Lai, Off Site Catering Manager, tel: (212) 877-8457 email: mlai@prodigy.net  
Maryann's Hours: Monday-Thursday 9am - 5pm, Friday 9am - 3pm) She will need the date and time of event, and your contact information. Give her my name as well.

*****

****TIMELINE:**

AV Set-up 9am (If from outside AV service)

Marlisa arriving at 9:30am

*PA - 10:30 a*

11a - Invitation - Cheese and Fruit Display AND/ Board of Directors Meeting (behind screens)

11:50p - 12:15p - Servers will pass Iced Tea, Lemonade and Sparkling Water

12:15p - Guests are asked to be seated - SALAD IS PRE-SET by 11:50am

12:30p - Speaking begins

1:15p - Entree Served

2p - Dessert Served

3p - Adjournment

NO Overtime available for this event.

*****

*Will be given opportunity to visit facility before day of event*

*dht*

****NOTES: (Jay - PLEASE UPDATE FOR 2019)**

Luncheon is to celebrate the passing of the torch from the old board to the new board and is an annual event. This is the New York Chapter of the National Speakers Association.

Immediate Past President is *Tami Evans*. Incoming President is *Nancy Lynn*. Current President is *Jay Townsend*.

BG Podium and Microphone. *Nancy Lynn* BG Standing Mic (as well) as per diagram. (If this is possible to have 2 mics - have to double check)

NOTE FOR 2019: If outside AV company is not hired, we will provide our Podium and Mic and/or Standing Mic, and 6' screen with HOST'S projector, our cocktail table for their projector. Battery Gardens does NOT have a projector.

Open Seating with 3 reserved signs at tables 1, 2 and 3

(11) Crescent Rounds of 7, with our table numbers (final # TBD)

Our Cloths and (4) Votive Candles on all tables.

(1) Registration Table with 2 chairs and (1) Voting Table with 2 chairs as per diagram.

Menu cards will be filled out by each guest prior to being seated and placed at each placesetting for servers.

Back third of room screened off.

Group heading to Clipper Ship after event. TBD

Group may head to Beer Garden after their event is over. TBD

BILLING	
Subtotal:	4,250.00
Surcharge:	770.00
Event Total:	5,020.00
Less Total Credits:	0.00
<b>Total Due:</b>	<b>5,020.00</b>

1. PAYMENT POLICY TERMS: Deposits are required upon receipt of contract. Deposits can be remitted by credit card or check. After the initial deposit, the next payment is due 1 week in advance of the event. For all social events (weddings, bar mitzvahs, birthday parties, etc.), full payment is required at least one week in advance of the event by Certified Bank Check. At Battery Gardens discretion, in some instances, we may require several deposits before the event. This, of course, will be discussed with the client in advance & stipulated in your contract. For corporate events, full payment is required one week in advance of the event by company check. All checks should be made payable to BATTERY WAVE, LLC. THE MAILING ADDRESS IS: BATTERY GARDENS

*dht*

RESTAURANT, INSIDE BATTERY PARK, On the Water, OPPOSITE 17 STATE STREET, NEW YORK, NY 10004. Please indicate the name of your Catering Manager on the outside of the envelope.

Credit card charges for large balances due are discouraged. In the event that this is unavoidable, Battery Gardens reserves the right to apply a 3% surcharge to cover transaction costs charged by the credit card companies. This will, of course, be discussed with the client before charges are applied. THE CLIENT HAS READ AND AGREES TO THE FINANCIAL TERMS.

2. OVERTIME POLICY: In the event of overtime, the charge is 15% of the total cost less tax for every additional hour, or fraction of an hour, plus \$25 per hour, or fraction thereof, per staff member at the party plus applicable tax. Following the function, client will receive an itemized statement of any additional charges. All OVERTIME Charges are to be remitted when they occur--on the day or evening of the event.

3. LIABILITY: Except to the extent of Caterer's or its representatives' negligent acts or omissions or wilful misconduct, Caterer shall not be liable for any damage to or loss of personal property caused by or belonging to guests of Client, or other persons attending the function not in Caterer's control. Neither party shall be liable to the other party or anyone else for any indirect or consequential damages.

4. EXCUSED NON-PERFORMANCE: The Caterer shall not be liable for its failure to perform any relevant part of this contract if such failure is due to acts of God or labor problems, including but not limited to strikes, flood, earthquake, restrictions upon travel, food, beverages or supplies or any other causes beyond its control or interfering with performances whether enumerated herein or not.

5. DISPLAYS AND DECORATIONS: All displays and decorations which you propose, shall be subject to prior approval by the Caterer--not to be unreasonably withheld, delayed or conditioned. Client is responsible for the removal after the event, of ANY displays or decorations brought on premises and will be charged accordingly for failure to do so. Caterer assumes no liability for any loss or damage to any such property for any reason unless caused by caterer or its agents.

6. CONTRACTORS: In the event Client requests the services of independent contractors who will provide goods and services not provided by the Caterer, the Client shall deliver to Caterer Certificates of Insurance indicating that such providers have liability in the minimal amount of \$1,000,000 and property damage insurance in the minimal amount of \$50,000.00 and the Caterer is named additional insured under such policies of insurance for the catered event.

7. CANCELLATION:

a. In the event of cancellation, an administrative charge of \$250.00 will be retained.

IN ADDITION, THE FOLLOWING WILL APPLY:

b. If the cancellation occurs 9 months or more before the event, the deposit will be returned less the \$250 administrative fee.

c. If the cancellation occurs 6 to 8 months before the event, 15% of the contract price will be retained plus administrative fee. If the space is re-sold at comparable revenue on the cancelled date, the deposit and all money on file, less the \$250 administrative fee, will be returned to client.

d. If the cancellation occurs 4 to 6 months before the event, 25% of contract price will be retained plus administrative fee. If the space is re-sold at comparable revenue on the cancelled date, the deposit and all money on file will be returned to client less the \$250 administrative fee.

e. If cancellation occurs 60 to 120 days before the event, 50% of the contract price will be retained plus administrative fee. If the space is re-sold at comparable revenue on the cancelled date, the deposit and all money on file will be returned to the client less the \$250 administrative fee.

f. If cancellation occurs within 60 days of the event, 100% of the contract price will be retained. If the space is re-sold at comparable revenue on the cancelled date, the deposit and all money on file will be returned to the client less the \$250 administrative fee.

Notwithstanding the foregoing, Caterer shall use best efforts to resell the event in the event of a cancellation by Client.

We recommend that all clients consider Event Insurance in the event of a family emergency, transit strike, etc.

Please consult with your Catering Manager who can give you contact information for Event Insurance.

8. DAMAGES: The Client agrees to reimburse the Caterer for the fair value of any damages or losses caused by the negligence or wilful misconduct of Client or its guests to the Caterers' property or to third persons or their property.

9. CONDUCT OF EVENT: The Caterer reserves the right to exclude or eject any and all objectionable persons from the function or the Caterer's premise without liability.

10. RESPONSIBILITY: The Caterer will not assume responsibility for damage or loss of any merchandise or articles left at the Caterer's premises prior to, during or following the Client's function.

11. *A 22% surcharge is added to the cost of your event. This surcharge is not a gratuity for the service staff. All or a portion of this surcharge may be retained by management, in its sole discretion, to cover administrative/operating costs.

12. Organization is Tax Exempt with presentation of ST-119 Form.

SALESPERSON Donna Ahern DATE 2-6-19

ACCEPTED BY [Signature] DATE 1/23/19

Sincerely, Donna Ahern  
Catering Sales Manager  
Tel. (212) 809-5508 ext. 13

Stacy Townsend  
incoming President, NSA-NYC

[Signature]

# Transaction Receipt

## Event Information

Event: Seated Luncheon and Speaking Program Balance: **\$(1,000.00)**  
Event Date: 6/14/2019  
Event Time: 10:30 am  
Contract #: 00014940  
Account #:  
Guest Count: 70  
Guarantee Count: 0  
Booking Status: Definite Contract

## Customer Information

Customer: Mr Jay Townsend  
Attention of:  
Contact Name: Marlisa Brown  
Contact Phone: 845-534-3513 (Jay W)  
Address:

## Transactions

Date	Type	Description	Debit	Credit Initials
2/6/2019	Pymt, Card	Initial Deposit - MC		\$1,000.00 DA



BATTERY GARDENS  
1 BATTERY PARK  
NEW YORK, NY 10004  
212-809-5508

02/06/19 13:26:41

### DETAIL REPORT

1 Unadjusted Tips

TT Server	Acct #	Inv #	Sale	Tip	Total
S	1	PC 8980	1000.00	0.00	1000.00
		00000000		0.00	0.00

### Grand Totals

Sale Total:	1 \$	1,000.00
Tip Total:	0 \$	0.00
<del>Grand Total:</del>	<del>0 \$</del>	<del>0.00</del>
Total:	1 \$	1,000.00

## CREDIT CARD AUTHORIZATION FOR

PLEASE RETURN THIS FORM BY EMAIL OR FAX (212-809-5508)

Event Date: Friday, June 14, 2019

Internal Event Post As: NYC-NSA 2019  
(NSA-NYC, Inc)

I Jay Townsend authorize the signature of my credit card

PLEASE CIRCLE: Corporate AMEX / Visa / Master Card / AMEX

CARD# 5480 1221 0071 8980 EXP DATE

SIGNATURE [Signature] AMOUNT \$

BILLING ADDRESS 570 W 156th St  
NY, NY 10032

- * For Deposit jr Initial
- Partial Payment _____ Initial
- For Final Payment _____ Initial

****PLEASE NOTE:** We cannot process your payment on a credit card unless the address of billing address for the credit card.

BATTERY GARDENS  
1 BATTERY PARK  
NEW YORK, NY 10004  
212-809-5508

02/06/19 13:26:42

### TOTALS REPORT

1 Unadjusted Tips

Card	Cnt	Tip	Sale	Total
MC	1	0.00	1000.00	1000.00
Sale Total:			\$ 1,000.00	
Tip Total:			\$ 0.00	
Total:			\$ 1,000.00	

BATTERY GARDENS  
1 BATTERY PARK  
NEW YORK, NY 10004  
212-809-5508

02/06/19 13:27:01

### SETTLEMENT REPORT

Batch Num: A  
Host Name: FDMS  
Merchant: 1

Sales	1	\$ 1,000.00
<del>Refunds</del>	<del>0</del>	<del>\$ 0.00</del>
Total	1	\$ 1,000.00

Settlement Successful  
CLOSE 1000.00