



The Admiral Room
237 Main Street
Buffalo, NY 14203
(716) 842-0502

Contract

Berro Andraos Wedding • 50 Guests • Sunday, 11/10/2024

CATERING SALES EVENT AGREEMENT

The Admiral Room @ The Marin

237 Main Street
BUFFALO, NY 14203

This **Catering Sales Event Agreement** ("Agreement") is by and between Berro Andraos ("Client") and **MSBP Hospitality** ("Owner") d/b/a **The Admiral Room at the Marin** (the "The Admiral Room" "Event Space" or "Hall" or "we" or "us" or "our").

Description of Group and Event:

BRIDE
Christina Berro
19 Jonquil Cir, Fords, NJ 08863
929-431-3331
christinaberro@gmail.com

GROOM
Amine Andraos
647-633-3373
6222 Saltmarsh Crt Mississauga ON L5N 5V7
Canada
amin_andraos@hotmail.com

We are pleased to offer the following function space based on our understanding of Client event needs. Please review the detailed information outlined within to assure this accurately reflects Client requirements.

Schedule of Events and Function Space Charges:

DAY	DATE	START TIME	END TIME	FUNCTION	ROOM	SETUP	ATTD	RENTAL
Sunday	November 11, 2024	8pm	1pm	reception	Admiral Room	tbd	60	package

The rates and concessions outlined in this Agreement are based on Client guaranteed expenditure of a minimum of **\$5700.00** in banquet food and beverage purchases, ("**Total Anticipated Food and Beverage Revenue**"). The Total Anticipated Food and Beverage Revenue amount does not include administrative charges, supplemental surcharges, applicable federal, state or local taxes, or any other fees outside of food and beverage product purchases.

Tax and Administrative Fee: To ensure the superior service of The Admiral Room, a 22% administrative fee will be added to all catering charges including, but not limited to: food, beverage, room and audio-visual rental costs. The allocation of the 22% administrative fee on food and beverage revenue is 65% applied to banquet staff gratuity, with the remaining 35% as an administrative charge. All other administrative fees are for the administration of the banquet function. Current sales tax will apply.

Summary of Revenue Anticipated by The Admiral Room from this Agreement: For Client information and guidance, the following chart illustrates the total potential value of Client Event. The Admiral Room has offered the rates and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to Client and Client attendees at additional charge. Any requests for additional items including Food and Beverage to be added after Agreement signing will be subject to availability and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Minimum	5700.00
Admiral Room Venue Fee \$800.00	(included in min)
Ceremony	no ceremony
Bridal Suite / Balcony	comp
Bankers Room	comp
Subtotal	5700.00
Administration Fee	1254.00
Total Anticipated Revenue:	\$ 6,954.00

plus tax of \$608.00 Equals \$7562.48

Taxes: Client agrees to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to Client event. The current New York State sales tax rate is **8.75%**. The Admiral Room will honor any available tax exemptions for which Client qualifies, provided that Client properly completes and timely provides all documentation required by the applicable tax jurisdiction to substantiate the exemption.

Entire Agreement: This Agreement, together with the **Standard Terms and Conditions** (attached hereto and incorporated herein by reference), appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. This Agreement will become a binding commitment upon signature by both Client and The Admiral Room (even if signed after the Option Period). If for any reason this Agreement is returned signed by Client but with changes, it shall not constitute an acceptance, but rather a counteroffer by Client that may be accepted or rejected by The Admiral Room in our sole discretion.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

CLIENT:

Print / Sign

X _____

X _____

Dated:

Print / Sign

X _____

X _____

Dated:

EVENT SPACE:

The Admiral Room at The Marin

Cyndi D'Avignon

By: Cyndi D'Avignon
Title: Sales Manager
Dated: 10/24/2024

STANDARD TERMS AND CONDITIONS

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Supplemental Surcharges: For Client's information, supplemental surcharges are charges added to Client invoice to pay for costs incurred by The Admiral Room in connection with additional equipment, administration, and staffing necessary for the event. These surcharges will be solely retained by The Admiral Room and are not distributed to hourly or tipped employees. Examples include, but are not limited to, early sets, set-up charges, late end times, outdoor venues, resets, refreshes, cleaning and other services that require staffing above normal levels and/or services outside of the normal scope contracted and paid products and services.

Banquet Services: In order for The Admiral Room to deliver on Client expectations for a successful event, it is critical that Client provide timely and complete information to us to include the following:

- As food and beverage prices fluctuate with market conditions and the ability to procure goods, menu prices for planned food and beverage functions will be established no earlier than **six (6) months** prior to the event. At that time, The Admiral Room will confirm in writing Client menu prices for catered food and beverage functions.
- Upon review of Client final menus and event requirements, Client will receive a summary of the event (Event Orders) to confirm all final arrangements and prices. The Event Order will become part of this Agreement. If Client does not advise us of any changes on the Event Order by the date requested by us, Client agrees that the Event Order is correct, and Client will be charged accordingly.
- Client must inform The Admiral Room of the **final guaranteed** number of *event* attendees for the event by contacting The Admiral Room by email or phone no later than **Noon (EST), ten(10) days** prior to the first day of the Event. The final guaranteed numbers cannot be further reduced without penalty after this time.
- If for any reason the notice of the **final guaranteed** number of attendees is *late*, then the *expected* number of attendees for the applicable catered food function will be used for billing purposes. Further, the menu offering for attendees in excess of the *expected* number of attendees may be based on availability of product and may be different from the selected menu. Client will be charged the **final guaranteed** attendance, or the number of attendees served, whichever is greater. The Admiral Room will only prepare food to the final guaranteed number of attendees and will not guarantee setting the room for more than 3% above the final guaranteed number of attendees.
- Room rental fees are determined upon original program details. Revisions from the original contract may necessitate a revision in room rental fees. The Admiral Room reserves the right to charge a \$75 labor fee for meeting room setup changes the day of the event.

Food and Beverage Policy:

All food and beverage service within The Admiral Room must be provided and serviced by employees/agents of The Admiral Room. Food and beverage may not be brought in from outside of The Admiral Room. An exception will be made for specialty bakery items, such as a wedding cake. Arrangements for delivery and setup must be made in advance with the Catering Department.

Client understands that, if alcoholic beverages are to be served on our premises (or elsewhere) under The Admiral Room's alcoholic beverage license, our alcoholic beverage license requires such beverages be dispensed only by its employees/agents. Such alcoholic beverage license requires us to (a) request proper identification of any person of questionable age and refuse alcoholic beverage service if the person is either underage or proper identification cannot be produced, and (b) refuse alcoholic beverage service to any person who, in our sole judgment, appears intoxicated. Shots of alcohol will not be served. The Admiral Room encourages the adoption by banquet groups of a designated driver program, whereby one or more persons accept the responsibility of not consuming alcoholic beverages and providing transportation of others in the party.

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Payment Terms:

The Admiral Room requires payment for the event as follows:

1. Initial retainer of \$4,000 within seven (7) calendar days of receipt of agreement. 10/24/2024
2. An additional retainer of \$2,000 due twelve (12) months prior to the event.
3. An additional retainer of \$2,000 due six (6) months prior to the event.
4. An additional retainer of twenty-five (25) percent due ninety (90) days prior to event.
5. Final payment due no later than ten (10) days prior to the event. 10/31/2024

Check payments are to be made payable to MSBP Hospitality, LLC. Please mail payment to:

The Admiral Room
237 Main Street
Buffalo, NY 14203

A \$35 fee will be charged for all returned checks. If the client has a second check returned unpaid, The Admiral Room will require all sums due hereafter to be paid with cash or a certified check.

If paying by credit card there will be a 3% convenience fee assessed.

Cancellation Policy: If this Agreement is cancelled by Client, the parties agree that The Admiral Room will have lost the revenue represented by this Agreement, and also the opportunity to offer the unused facilities to others, and The Admiral Room will incur additional costs in attempting to resell inventory that was already sold to Client. The parties agree that since the exact amount of such damages will be difficult to determine, the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that The Admiral Room will suffer due to a cancellation. Therefore, Client agrees that should Client cancel above -referenced event for any reason other than a valid Impossibility (Defined below) occurrence, to include changing Client event site to another catering hall, Client will pay as liquidated damages to The Admiral Room, a percentage of the Total Anticipated Revenue for Group's Event, plus any applicable state and local taxes as required by law, as follows:

Cancellation occurring from date of signing to and including the 180th day prior to the event: **25%**

Cancellation occurring from 179th day to and including the 90th day of event: **50%**

Cancellation occurring from the 89th day to and including the date of arrival: **75%**

The parties agree that the sliding scale of payments above is intended to reflect increasing damages as the event draws closer and replacing the event becomes more difficult. Therefore, no analysis of resale or mitigation will be required, and damages will be due as set forth below:

Payment of cancellation damages is due within fifteen (15) days following Group's written notice of cancellation to The Admiral Room. The Admiral Room may consider Client notice of cancellation to be invalid and thus may not release banquet space held until payment of the applicable cancellation damages is received; therefore, delay in payment may result in higher cancellation damages owed.

Impossibility: Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their control (including, but not limited to: acts of God; government regulation; terrorist attacks in the city in which Event Space is located; or declared war in the United States) make it illegal or impossible for The Admiral Room to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

Displayed Materials: The Admiral Room does not permit the affixing of anything to the walls, floors or ceilings with nails, staples, push pins, tape, or other substance. Please consult the Catering Department for assistance in displaying all materials.

Lost and Found: The Admiral Room will not be held responsible for damage or loss of any articles left in the building prior to or following your event. Security arrangements should be made for all merchandise or articles left unattended for any time.

Miscellaneous: Confetti, beads, marbles, glitter or bubbles are not permitted on premise. Use of these will result in a minimum clean up fee of \$200.

Photography: The Admiral Room shall have the right to take photographs at the event for the purpose of advertising and marketing the event space. All rights to, and the use of these images shall belong to MSBP Hospitality. The client shall also have the right to photograph the event as well. Photo opportunities are available on property and we highly encourage taking photographs, but only in designated areas. Due to safety and insurance regulations no roof top photos are allowed. A listing of designated photo areas is available upon request. Any commercial use of the likeness of the building is prohibited without the express written consent of MSBP Hospitality, LLC.

Parking: Parking is available street side and is subject to City of Buffalo parking ordinances. Valet parking services may be arranged through an outside 3rd party vendor. Please consult the Catering Department for approved vendor information.

Outside Vendors: All outside vendors for an event must make arrangements for delivery and setup in advance with the Catering Department at The Admiral Room. A copy of the vendor's current business license and liability insurance of \$2,000,000 listing The Admiral Room and its owner as additional insureds for the client's event will need to be provided by each outside vendor.

Indemnification: Client agrees to indemnify, defend and hold harmless The Admiral Room, its owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "The Admiral Room Indemnified Parties"), from and against any and all third party claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Client employees, agents, client's contractors and or exhibitors

The Admiral Room agrees to indemnify, defend and hold harmless Client, Client owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Client Indemnified Parties"), from and against any and all Claims (as such term is defined above) arising out of or relating to the event that is the subject of this Agreement but only to the extent any such Claim(s) to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of The Admiral Room's employees, agents, or contractors. Nothing in this indemnification shall require The Admiral Room to indemnify any of the Client Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Client Indemnified Parties.

This section shall not waive any statutory limitations of liability available to either party, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

Insurance: At the request of the Admiral Room, Client agrees to maintain insurance reasonably commensurate with all activities arising from or connected with Client's event, including, but not limited to, general liability insurance, with limits not less than \$2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from Client's event. Client further agrees to add The Admiral Room and its owner as additional insureds under all applicable policies for Client's Event.

Governing Law: The Agreement will be governed by and interpreted pursuant to the laws of the State of New York, excluding any laws regarding the choice or conflict of laws.

Dispute Resolution: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of The Admiral Room and Client for their discussion and possible resolution in the order set forth herein; *provided, however*, that a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by binding arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which The Admiral Room is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

Attorney's Fees/Costs: The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if The Admiral Room must retain counsel or initiate arbitration or legal action to collect of any monies owed by Client under this Agreement, whether or not, an arbitration or court action is filed, The Admiral Room will be entitled to recover its reasonable attorney's fees incurred in such efforts to collect.

Summary of Charges

Admiral Room Venue Rental Fee	Charge	50 + or -	Count	Total	Time
Admiral Room Venue Rental Fee	\$800.00 per event		1	\$800.00	
normally \$2000					
Bankers Room Rental Fee	Charge	50 + or -	Count	Total	Time
Bankers Room Rental Fee	\$0.00 per event		1	\$0.00	
comp per CD					
Rentals & Other Fees	Charge	50 + or -	Count	Total	Time
Gold Chargers	\$0.00 per guest	0	50	\$0.00	
comp per CD gold or silver					
Appetizers	Charge	50 + or -	Count	Total	Time
Antipasto Display XS	\$0.00 per event		1	\$0.00	
Cheese Display XS	\$0.00 per event		1	\$0.00	
Crudite Display XS	\$0.00 per event		1	\$0.00	
Entrees	Charge	50 + or -	Count	Total	Time
237 Main Stuffed Chicken 2024	\$88.00 per guest	0	50	\$4,400.00	
Beverage	Charge	50 + or -	Count	Total	Time
Diamond Bar	\$10.00 per guest	0	50	\$500.00	
Gold Package	\$0.00 per guest	0	50	\$0.00	
4 hours of event is gold level bar- no bar service during dinner hour 5 hours total- 8pm-1am time ok					
Passed Champagne	\$0.00 per guest	0	50	\$0.00	
champagne at table for toast					
Coffee / Dessert	Charge	50 + or -	Count	Total	Time
Coffee Station	\$0.00 per guest	0	50	\$0.00	
Minimums	Charge	50 + or -	Count	Total	Time
F&B Minimum (based on contact)	\$0.00 per guest	0	50	\$0.00	
\$5700.00 not including taxes and admin fees					

Per Guest Charges Only		Total Charges	
Sub-Total:	\$98.00	Sub-Total:	\$5,700.00
Administrative Charge	\$21.56	Administrative Charge	\$1,254.00
	\$119.56		\$6,954.00
Tax:	\$10.46	Tax:	\$608.48
Total:	\$130.02	Total:	\$7,562.48