

Grand Palace Ballroom Catering Services Agreement

Client Service Agreement

Entered into April 21, 2025 for the Golden Silver Senior Program 7th Annual Luncheon.

The event is on **April 23, 2025** at the JOE CELESTIN CENTER.

Parties:

Known as GRAND PALACE BALLROOM, 8062 W McNab Rd, North Lauderdale, FL 33068 (954) 709-7945, eventsbygrandpalace@gmail.com

and

Known as CITY OF NORTH MIAMI, 776 NE 125th Street, North Miami, FL 33161 (305) 893-6511 ext. 20000, hssinvoices@northmiamifl.gov - sbelzince@northmiamifl.gov - abazile@northmiamifl.gov

The above people or businesses entering this Agreement will be called the "Parties."

Purpose of the Agreement

City of North Miami (Client) wishes to hire GRAND PALACE BALLROOM (Provider) to provide services relating to Client's Annual Luncheon as detailed in this Agreement, the provider (GRAND PALACE BALLROOM) has agreed to provide such services according to its terms.

Terms of Services

Provider shall provide Client with the following services and/or products:

Type of event: **Annual Senior Luncheon**

Number of attendees: **200**

Location and Delivery of Services

Location. Provider shall deliver Services to Client at the following location:
Joe Celestin Center - 1525 NW 135th St, Miami, FL 33167

Delivery of Services. The provider will provide all Services by **April 23, 2025**, unless otherwise specified in this agreement. When the provided Services are tied to the

number of guests that Client expects to attend Client's wedding or another event, Client agrees to notify Provider with an accurate guest count.

Cost, Fees, and Payment

Cost. The total cost for all Services is **\$29,975.00**. It is due in full by April 25, 2025. The client shall pay the Total Cost to the provider as follows:

Save-the-Date Deposit:

To secure the date for the services outlined in this contract, Client agrees to pay a non-refundable save-the-date deposit of \$1,500.00 on or before April 23, 2025.

Applied to Total Cost:

The save-the-date deposit will be applied towards the total contract amount.

Cancellation or Postponement:

In the event of the client's cancellation or postponement of the services, the save-the-date deposit is non-refundable.

Menu: The food and beverage menu must be finalized with management 14 days before the event date. No outside food or beverage may be brought to the hall without prior written approval from management, and the client must sign a food waiver before the event date. If outside food is brought, Provider accepts no liabilities or responsibilities for any food issues that may arise from outside catering services.

Hold Harmless: Grand Palace Ballroom accepts no liability and will not be held liable for any and all food & beverage items brought into the facility without prior written approval. All food & beverage items brought onto the premises with the prior approval of management must be listed in detail at least 72 hours before the event date. No food or beverage shall be prepared, handled, reheated, or served by any employee or staff of Grand Palace Ballroom unless the Client buys a package with the facility. If a client requires using any utensils to serve food or beverages or using staff as servers, it shall be at the sole discretion of management to hire staff and rent utensils.

Guarantees: All functions must have a guaranteed number of attendees. The final guarantee is due 14 days before the event date. This guarantee will determine what a client is charged for the event. Suppose the number of guests exceeds the guaranteed number of attendees scheduled and paid for. The Clients must arrive 30 minutes before the event to testify that the number of chairs and utensils correspond with the amount paid for attendees. Suppose more guests are present at the event. In that case, the Grand Palace Ballroom manager on-site will notify the Client, and the Client will sign a document approving the Grand Palace manager to charge the extra guest the corresponding amount, including the service fee and sales tax. this payment can be made by debit card, Zelle, or credit card or it can be deducted from the security deposit, If payment is by credit card, the client must provide ID at the moment of acknowledgment, the client agrees and understands that payment must be collected onsite.

Payment: Any remaining balance must be paid 10 days before the event date with a guaranteed number of attendees or as may have been previously arranged with management. All balances must be paid before the event date, with no exceptions.

Initials

Cancellation: Cancellation, Rescheduling of Services, or No-Show Client. If Client desires to cancel Services due on, reschedule Services, or if it becomes impossible for Provider to render Services due to the fault of the Client or parties related to Client. Client shall provide notice to Provider as soon as possible via the Notice provisions detailed in this Agreement. The provider has no obligation to attempt to re-book further Services to fill the void created by the Client's cancellation, rescheduling, or no-show or if it becomes impossible for the Provider to provide the Services due to the fault of the Client (or parties related to the Client), the Provider will not be obligated to refund any monies Client has previously paid towards the Total Cost. The client is not relieved of any payment obligations for canceled Services, rescheduled Services, failing to show up for the event, or should it become impossible for the Provider to provide the services due to the fault of the Client (or parties related to the Client) unless the Parties otherwise agree to write. For instance, if the Provider can secure another, unrelated client, then the Provider may choose, at its sole discretion, to excuse all (or a portion of) the Client's outstanding balance of the Total Cost. If Grand Palace Ballroom must cancel any booked event due to any unforeseen event or weather conditions, we will reschedule the event later or credit half of the deposits made to the Venue.

Insurance: All clients require Special Event Liability Insurance, due no later than three (3) days before your event. The insurance must, at the client's sole expense, provide and maintain public liability and personal property damage insurance, ensuring Grand Palace Ballroom and Grand Palace Ballroom employees, contractors, and contracted vendors against all bodily injury, property damage, personal injury, and other loss arising out of clients use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks.

The insurance required hereunder shall have a single limit liability of no less than \$1 Million and a general aggregate liability of not less than \$2 Million. Grand Palace Ballroom shall be named as an additional insured of said policy. Any caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their Certificate and Catering License to the Grand Palace Ballroom at least one month before the event. You can find the best rates at Eventsured.com or EventHelper.com.

Proof of insurance must be given at least three days before the event.

Damage: The Client agrees to be responsible for any liability and damages occurring on the premises, any part of the Banquet Hall, or surrounding property and caused directly by the Client or the Client's guests. A refundable security deposit of \$1,500.00 will be required and will be at the sole discretion of management if given back 3-5 business days before the event. Inspection of premises by clients is required 24 hours before the event date to verify there are no damages in the public areas used by guests. This security deposit can be used in case more attendees than agreed upon in the contract are present

or can also cover any additional hours if needed during the event.

Security: The client acknowledges that any event with 200 or more guests requires hiring security personnel during the event hours. The client is responsible for payment of the security personnel at the current prevailing rate established by the security company. The number of security personnel depends on the number of guests at the event, which the security company determines. Proof of security contract must be provided by the client in advance to the Grand Palace Ballroom Manager, this can be given in person or by email at eventsbygrandpalace@gmail.com.

Loss of property / Personal Injury: The Grand Palace Ballroom is not responsible for any personal injury, damage, or loss of personal property/articles left behind before, during, or after any event. The client and, on behalf of all event participants, waive, release, discharge, and hold harmless claims against The Grand Palace Ballroom, its staff, managers, officers, and the board of directors. The client understands that The Grand Palace Ballroom will not be responsible for any personal injuries to guests during their event.

Promotions and Copyright: It is important to us that you have a fantastic and successful event. Should the Grand Palace Ballroom be engaged in promoting or co-production your event, we must see and approve all marketing messages and communications 30 days before the event. We are happy to provide professionally created images and logos of the Grand Palace Ballroom for promotional needs. We also reserve the right to take pictures of your event and use them for our marketing and promotional purposes. The client understands that pictures or videos taken by our staff are for our social media or website. If the Client wishes otherwise, it must be clarified during the contract agreement.

Catering, Cleaning, Trash, and Equipment Removal: The Grand Palace Ballroom will be cleaned before your event. Upon additional planning with Grand Palace Ballroom, you must incorporate your set-up and clean-up time into the rental agreement. You must return the space to the same clean condition in which it was found unless payment for the clean-up fee was made in advance, or a package was acquired. Otherwise, all trash must be collected, properly bagged, and removed by the renter or the caterer, and the furniture must be rearranged. All rental equipment must be removed that night unless approved otherwise by The Grand Palace Ballroom. If rental, the client must provide garbage bags, cleaning supplies, ice, igloos, and any utensils needed for their rental.

Site Decoration: The Grand Palace Ballroom wants to make every event here a special and welcoming experience. Therefore, every effort will be made to allow renters to prepare decorations reflecting their creative requirements. We ask that only The Grand Palace Ballroom staff assist with rearranging and moving any furnishings, including artwork, lighting, antiques, or seating. No nails, screws, staples, or penetrating items should be used on our wall. Any tape or gummed backing materials must be properly removed, and in the extreme case of any wall damage, it will be deducted from the security deposit. The Grand Palace Ballroom requires a rental security deposit of \$800.00 Due with the rental agreement.

City, County, State, and Federal Laws: The renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is always a drug-free and non-smoking facility, with NO EXCEPTIONS. Clients shall not sell alcohol on the premises at any time. Clients may not serve alcohol to minors on the premises at any time. For everyone's safety, the client agrees to ensure alcoholic beverages are consumed responsibly. The Grand Palace Ballroom reserves the right, in its exclusive discretion, to expel anyone who, in its judgment, is intoxicated or under the influence of alcohol or drugs or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of The Grand Palace Ballroom or the safety of its staff, guests, or building contents.

Initials

Liability: Renter agrees to indemnify, defend, and hold The Grand Palace Ballroom, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by the client, its employees, and agents of alcoholic beverages at The Grand Palace Ballroom.

Initials

Conduct: No drug use or smoking of any kind is tolerated on premises or within 25 feet of the building, including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Client and guests shall always use the premises in a considerate manner. Conduct deemed disorderly at the sole discretion of The Grand Palace Ballroom staff shall be grounds for immediate expulsion from the premises and conclusion. Initials

Attorney Fees Clause: In the event of any dispute arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such dispute. For the purposes of this clause, the "prevailing party" is the party that is awarded a judgment in its favor, or if no judgment is awarded, the party that substantially obtains the relief it sought.

Each party agrees to promptly reimburse the prevailing party for its reasonable attorney fees and costs upon demand. The prevailing party's attorney fees and costs may be determined by the court or through alternative dispute resolution, as applicable.

This provision shall survive the termination or expiration of this Agreement.

Facility Usage: Banquet facilities may not be reserved more than one (1) year in advance. Ticketed entry, cover charges, entry fees, and similar outlays shall be prohibited while renting the banquet facilities. Commercial solicitation and transactions are prohibited. The Grand Palace Ballroom must approve requests for periodic, regularly recurring use of facilities.

Hours: Facilities may be rented Monday through Thursday from 8:00 a.m. to 2:00 a.m.

Friday & Saturday from 8:00 a.m. to 2:00 a.m., and Sunday from midnight. No facility may be used past 2:00 a.m. without prior approval from The Grand Palace Ballroom. Please allow ample time for setup before the event and clean up after the event. In no case shall an event serving alcohol extend past 1:45 a.m. Half-day rentals are 6 hours maximum, and full-day rentals are 8 hours. We will provide you with ample time to set up and break down the room. Rentals do not include setup or rehearsal time the day before the event unless approved by the Grand Palace Ballroom. Prior-day rentals are subject to the fee schedule in the Rental Agreement, subject to availability. All vendor drop-offs, setup, breakdown, and cleanup must occur within the specified rental time.

Setup: Room rental fees include the general setup of The Grand Palace Ballroom tables and chairs as designed by the CDA staff. Setup of décor and any materials/items provided by a third-party vendor is the responsibility of the supplier and/or renter.

Caterer's Responsibility: Caterers must be licensed and insured in the state of Florida. All licensed caterers and vendors must be approved by The Grand Palace Ballroom. Caterers must set up and break down the venue. The caterer is responsible for removing all their equipment and belongings at the end of their event. All kitchen staff, uniforms, china, glassware, flatware, linens, napkins, trays, side stands, salt, pepper, sugar, sugar bowls, creamers, bus tubs, décor, cutting boards, knives, stoves, refrigerators, freezers, dish machines, work tables, buffet tables, trash cans, garbage liners, trash removal, cleaning supplies, mops, brooms, or any other food or equipment must be provided by you, the renter.

Initials

Health & Safety. Client(s) further understand(s) that The Grand Palace Ballroom complies with all health and safety laws, directives, and rules and regulations. Client(s) expressly agree(s) that during the Annual Luncheon Client(s) and Client(s)' agents shall not carry weapons or firearms, be exposed to severe illness, or request the [Provider] to do anything illegal or unsafe. Further, [Provider] will not provide services in any location or area deemed to be unsafe in its sole discretion, including, but not limited to, areas affected by communicable diseases, quarantined areas, or other similar occurrences. Under any of these circumstances, [Provider] reserves the right to end service coverage immediately and/or leave the [event/wedding/session]. [Provider] shall be entitled to retain all monies paid, and Client(s) agree to relieve and hold [Provider] harmless as a result of incomplete event coverage or for a lapse in the quality of the [Provider's] work.

Merger: This Agreement constitutes the final, exclusive agreement between the parties relating to the Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. Amendment. The parties may amend this Agreement only by the parties' written consent via proper Notice.

I have read all the rental policy information and agreements provided to me and agree to comply with my signature below. I understand that my security deposit

may be forfeited or billed for any additional expenses should any of the aforementioned requirements be ignored or abused or if any damages result from my rental actions.

BY SIGNING THIS CONTRACT, THE CLIENT ASSUMES ALL RISKS ASSOCIATED WITH ANY AND ALL PARTICIPANTS OF THIS EVENT. THIS CONTRACT BECOMES PART OF THE ORIGINAL AGREEMENT AND MUST BE SIGNED TOGETHER.

Client: **City of North Miami**

Date: April 21, 2025; email: socialservices@northmiamifl.gov; Phone: (305) 893-6511

The client must provide a Valid ID before finalizing the contract.

Provider: **Grand Palace Ballroom Staff:**

Date: April 21, 2025; email: Eventsbygrandpalace@gmail.com; Phone (954)709-7945

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ATTEST: City of North Miami, a Florida municipal corporation

Dorothy Borgelin
Grand Palace Ballroom, LLC
eventsbygrandpalace@gmail.com

City of North Miami, a Florida, municipal corporation
socialservices@northmiamifl.gov

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ATTEST:

City of North Miami, a Florida municipal corporation

By:

Date: _____

Alberte Bazile, MBA
Housing & Social Services Director

Vanessa Joseph, Esq., City Clerk

Anna-Bo Emmanuel, ESQ., FRA-RA
Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jeff P. H. Cazeau, Esq., City Attorney