

# FORBES

## HOSPITALITY

Dear Chrystal,

Re: **Educators of the Year Private Event**

Thank you for choosing Forbes Hospitality for your event. **The Twentieth Century Club, Inc. dba Gem Theatre, Colony Club Entertainment, LLC dba as Colony Club, and Elwood Corporation dba Elwood Bar & Grill dba Forbes Hospitality** will hereafter be referred to as "we" or "us" and **Educators of the Year Private Event** will hereafter be referred to as "event" or "you".

### 1. MINIMUM ANTICIPATED REVENUE & UNDERUTILIZATION POLICY

#### a. MINIMUM ANTICIPATED REVENUE

Educators of the Year Private Event					
Date	Time	Location	Function	#	Room Rental
Mon, 07/15/2024	12:00pm-1:00pm	Gem Theatre	Program	200	\$2,500.00
Mon, 07/15/2024	1:00pm-2:00pm	Century Dining Room	Lunch	200	

You will be required to spend a minimum of **\$18,786.00 (the "Event Minimum")**. This minimum spend consists of revenues from your proposal, including, food and beverage charges, room rental fees, set-up and clean-up fees, reset fees, in-house audio-visual equipment and labor fees, taxes and service charge. Miscellaneous charges incurred for your event such as, but not limited to, holiday labor premiums, parking, or specialty items ordered on behalf of your event requested by you, will not go towards the Event Minimum. All food and beverage charges are subject to applicable taxes at the current rate of 6% and a 24% service charge. Audio visual equipment rentals are subject to applicable taxes at the current rate of 6% and a 24% service charge.

All menu prices from your proposal are subject to change, up to 6%, without prior notice due to increases in the costs of labor, food, fuel, and/or unforeseen economic circumstances.

#### b. UNDERUTILIZATION POLICY

Should the Event Minimum not be met throughout the planning process, we will advise you on alternative food and beverage selections or options to meet the Event Minimum.

## 2. DEPOSIT SCHEDULE & PAYMENT REQUIREMENTS

DATE	DEPOSIT AMOUNT
Upon return of the signed contract	\$2,000.00
One week prior to your event (7/8/24)	Estimated Remaining Balance = \$16,786.00

Deposits will be due as outlined above. If any such payment is not made within ten (10) business days after written notice, we reserve the right to deem the event to be cancelled, in which case cancellation charges will apply as noted below and we will retain any deposits on hand and apply them to the cancellation charges.

Your final deposit will be based on the signed banquet event orders, or the Event Minimum as referenced in section 1. Should the final bill exceed these estimated charges, the client is responsible for final settlement no more than three (3) business days after the event concludes. Instances where there could be additional costs include, but are not limited to, billing for additional guests over and above the final guaranteed guest count and additional requested audio-visual equipment.

For your Gem Theatre event, please make your check out to: Twentieth Century Club, Inc.

For your Colony Club event, please make your check out to: Colony Club Entertainment, LLC.

For your Elwood Bar & Grill event, please make your check out to: Elwood Corporation.

For all venues, either mail or drop off your payment to our Event Office at:

The Gem Theatre  
Attention: Event Office  
333 Madison  
Detroit, MI 48226

All payments can be paid with a personal check, ACH/wire transfer, or credit card (a 3-4% service fee applies to all card transactions). The final payment in full of the estimated remaining balance must be received at a minimum of one week prior to the date of the event. You cannot reduce the guest count after your final payment. Your final payment must be paid by certified check, credit card or cash. We do not accept a personal check for the final payment.

Payment must be received in full for the estimated remaining balance one week prior to the event in order to move forward with your event. Any payments made less than 7 days but no less than 6 days prior to the date of the event, a \$500 late fee applies. An additional \$200 late fee will be applied for each day thereafter for each additional day the payment is late. Late payments must be hand delivered to the Gem Theatre Event Office Monday-Friday from 9am-4pm. Payments can be overnighted via Fed Ex or UPS. Do NOT put any late payments in the mail the week prior to the event date. We MUST have payment in full 72 hours prior to the event date to move forward with your event.

All payments are non-refundable and non-transferable.

### 3. FINAL GUEST GUARANTEE AND MENU SELECTIONS

You must contact Forbes Hospitality to finalize your menu selections not less than two (2) weeks prior to the event. Final guaranteed guest count must be provided one (1) week in advance of the event. It is our policy to prepare food for approximately 5% more guests than the guaranteed guest count. We can prepare greater variance by written amendment to this contract reflecting an adjustment in costs. If a final guest guarantee is not given one (1) week prior to the event, the original estimated attendance as per section 1a will be considered your final guarantee. Notwithstanding the foregoing, food and beverage for each guest over and above the final guaranteed guest count will be billed to you as additional charges due.

### 4. CANCELLATION CHARGES

In the event of a cancellation by you or an agent on behalf of the contracted party prior to your event, you agree to pay liquidated damages on the minimum anticipated revenue based on the scale below. All cancellation charges shall be due and payable at the time of cancellation by you. Cancellation charges are not transferrable and cannot be applied towards another event.

366+ Days Prior to Event Date	25% of Event Minimum
180-365 Days Prior to Event Date	50% of Event Minimum
31-179 Days Prior to Event Date	70% of Event Minimum
7-30 Days Prior to Event Date	90% of Minimum Anticipated Revenue
0-6 Days Prior to Event Date	100% of Minimum Anticipated Revenue

### 5. PERFORMANCE / FORCE MAJEURE

Performance of this agreement on the party of Forbes Hospitality shall be excused if such performance is prevented or impaired due to any disputes, strikes, accidents, government requisitions, restrictions upon travel, transportation, power outages or utility disruptions, food, beverage or supplies or any other cause beyond the control of Forbes Hospitality. In no event shall Forbes Hospitality be responsible for collateral or consequential damages.

### 6. INSURANCE

*Forbes Hospitality encourages you to obtain event liability insurance in amounts equal to \$1,000,000 per occurrence and \$2,000,000 in the aggregate.*

### 7. INDEMNIFICATION

To the extent permitted by law, each party hereby agrees to protect, indemnify, defend and hold harmless the other and their respective managers, officers, members, partners, affiliates owners, shareholders, beneficiaries, and their respective employees, agents and contractors (collectively, "Representatives") against all third party claim/losses, liabilities, damages, expenses and costs arising out of or connected with the negligence or intentional misconduct of such party or its Representatives except to the extent and percentage of the negligence of the other party or its Representatives. Neither party shall waive or be deemed to have waived by reason of this paragraph, any defense which it may have with respect to such claims.

## **8. OUTSIDE CONTRACTORS**

Forbes Hospitality offers all services necessary for a successful event but if you find it necessary to use outside services, any contractors, subcontractors, vendors, individuals and groups ("Contractors") hired by you or on your behalf, you shall be subject to Forbes Hospitality's prior approval. You will be fully responsible for the actions of any Contractor. Forbes Hospitality reserves the right to charge a fee for outside services brought into the facility. You shall have written contracts with its Contractors which shall specify that Contractor and you will indemnify and hold Forbes Hospitality harmless from any and all damages or liabilities which may arise by such Contractors or through their use of the facility. Moreover, all outside Contractors shall maintain and provide proof prior to commencement of work or services at the facility of all legally required worker's compensation insurance for employees who will work on the facility premises and at least One Million Dollars (\$1,000,000) of general liability insurance coverage naming as an additional insured. Any connection to the ceiling or supporting structure of the facility must have approval from Forbes Hospitality prior to installation. Additionally, Forbes Hospitality maintains exclusive control over all connections to house audio, lighting, and electrical systems, and exclusive control over all signs, banners, or decorations suspended in the facility. Specific guidelines will be enforced.

## **9. ARBITRATION**

Any controversy, claim or dispute arising out of or relating to this Agreement shall be settled through binding arbitration conducted in accordance with the rules of JAMS Endispute (JAMS) (as modified by this section) in the city of Detroit, pursuant to the laws of the State of Michigan, for determination by a single arbitrator selected by the parties. If arbitration is initiated, the initiating party shall give written notice to the other requesting arbitration and simultaneously notifying JAMS of such request and requesting that JAMS provide a list of appropriate skilled arbitrators. Upon receipt of such list, the parties shall select an arbitrator within 10 days. In the event the parties cannot agree on an arbitrator within such 10-day period, each party shall choose one arbitrator within 10 days following expiration of the initial 10-day period and those arbitrators shall agree upon a single arbitrator within 10 days of the date of their designation by the parties. If either party declines or fails to participate in the arbitrator selection process, the other party may select the arbitrator itself. The arbitrator shall be instructed to permit such limited discovery as he/she deems appropriate, but shall be required to hear the matter within 90 days of the arbitrator's selection and shall issue a decision 30 days thereafter. In connection with any such arbitration or court proceeding to enforce an award, the prevailing party shall recover its attorneys' fees and costs. Any decision or award rendered by the arbitration referenced above may be entered in any court in the state of Michigan. In the event that there is no JAMS office located within fifty (50) miles of the facility, any controversy, claim or dispute arising out of this Agreement shall be settled through binding arbitration conducted in accordance with the rules of the American Arbitration Association (AAA) (as modified by this section) and the parties shall follow the same procedures set forth above except through AAA and not JAMS.

## **10. MISCELLANEOUS PROVISIONS**

This contract is the entire agreement between the parties, superseding all prior proposals and communications both oral and written, and may only be supplemented or changed in writing, signed by your representative and Forbes Hospitality. No representative of the Forbes Hospitality has been or is authorized to make any representation which varies from the express terms of this contract, unless amended in writing. This Agreement may not be assigned by you in whole or in part without our prior written consent. The Indemnification and Forbes Hospitality Policies provisions of this contract shall survive its termination.

## **11. FORBES HOSPITALITY POLICIES**

- a. Rooms in the facility not contracted, are not available to guests and may have events ongoing. The Outdoor Terrace (Gem Theatre), Restrooms and Lobbies are not private locations but common spaces available to all guests.
- b. Wedding Ceremony Rehearsals are only scheduled at the discretion of the venue, are not available on weekends, and are subject to change.
- c. Colony Club's Grand Ballroom & Petite Ballroom start times are staggered. Dinner service MUST start within 15 minutes of contracted time, or service may be delayed by 45 minutes. In this agreement, time is of the essence.
- d. There will be a \$200 reset charge for any request by the client within 36 hours of the event to change the event room set-up.
- e. Signage: Signage may not be affixed to the walls, floor or ceiling.
- f. Audio Visual: We are the exclusive provider of audio-visual for the Forbes Hospitality venues. Should you wish to use your own company or bring in your own equipment, you may be subject to a fee.
- g. Waiver of liability of personal property damage or loss: The contracted party, contracted vendor, guest or any agent of the contracted party, fully acknowledges that any personal property or décor items brought into the Gem Theatre, Colony Club, or Elwood Bar & Grill, agrees to the following: ALL personal property including, but not limited to, purses, gifts, gift cards, electronics, sunglasses and clothing but not limited to, or décor items, vases, pictures, glassware or mirrors brought into either venue are the sole responsibility of the contracted party. The set-up, display, and tear down of any décor items are the responsibility of the contracted party. If any employee of the Gem Theatre or Colony Club graciously assists the contracted party with any décor items or personal items, under no condition is the company or its employees responsible for any damage or loss of those items.

## **12. AUTHORITY, JOINDER & ACCEPTANCE**

The persons signing this Agreement on behalf of each party each warrant that they are authorized to make agreements and to bind their principals to this agreement. In the event this Agreement is executed by a third party on your behalf, the attached Joinder and Consent to Agreement must be executed by you and submitted at the same time as this Agreement. This Agreement shall be deemed accepted only after it has been signed by your representative and thereafter signed by a representative of Forbes Hospitality. Acceptance may be made by facsimile transmission, or email using pdf or electronic signature and this contract may be executed in one or more counterparts, each of which when fully executed, shall be

deemed to be an original, and all of which shall be deemed to be the same agreement.

The undersigned client(s) accept(s) the responsibility for the Event Minimum listed in this Agreement and agree(s) to make the payments as provided herein.

You agree to the foregoing and acknowledge(s) receipt of Forbes Hospitality automated emails to become part of your contract in addition to the Event Policies in the Wedding Book and Private Event Book, as set forth on our web site at [www.forbesdetroit.com](http://www.forbesdetroit.com), the terms and conditions of which are incorporated into this Agreement, and which are binding on the undersigned.

We look forward to hosting your event.

**ACCEPTED AND AGREED TO:**

**Educators of the Year Private Event**

*Nikolai D. V. H., Esq.*

SIGN: \_\_\_\_\_

DATE: \_\_\_\_\_

**Taliah Muhammad**

**Catering Sales Manager**

SIGN: \_\_\_\_\_

DATE: \_\_\_\_\_

# FORBES

HOSPITALITY

**EVENT ORDER**  
**Educators of the Year Private Event**  
 Forbes Hospitality  
 333 Madison Avenue  
 Detroit, MI 48226  
 Taliah Muhammad  
 taliah@forbesdetroit.com  
 P: (313) 463-6252

Primary Contact	Address	Email Address	Telephone
Chrystal Wilson	3011 W. Grand Blvd 10th Fl. Detroit, MI 48202	chrystal.wilson@detroitk12.org	
Additional Contacts	Role	Email Address	Telephone
Nia Adams Detroit Public Schools	On-Site Contact	nia.p.adams@gmail.com	M: (313) 671-7677

Educators of the Year Private Event					
Date	Time	Location	Function	#	Room Rental
Mon, 07/15/2024	12:00pm-1:00pm	Gem Theatre	Program	200	\$2,500.00
Mon, 07/15/2024	1:00pm-2:00pm	Century Dining Room	Lunch	200	

Mon, 07/15/2024	Program - 12:00pm - Gem Theatre	Qty	Price	Total
	<b>Gem Theatre Projection Package</b>			
	Menu Package Price	1	\$1,750.00	\$1,750.00
<b>Package Includes</b>	Sound/Light/Video System			
	Wireless Microphone	1	\$175.00	\$175.00
<b>Labor</b>	Tech Support #1 Load In/Rehearsal Event Load Out	5	\$65.00	\$325.00
	Tech Support #2 Load In/Rehearsal Event Load Out	5	\$65.00	\$325.00
	Overtime Tech Support #1	1	\$97.50	\$97.50
	Overtime Tech Support #2	1	\$97.50	\$97.50
	AV Equipment & Labor *ALL AV MUST BE CONFIRMED BY TWO WEEKS OUT* Client to Contact Tech Director, Mario Consiglio for any Audio Visual Quotes/Pricing (586)-292-4649 or mario@forbesdetroit.com			

Mon, 07/15/2024	Lunch - 1:00pm - Century Dining Room	Qty	Price	Total
	<b>Hot Lunch Buffet</b>			
	Minimum of 25 Guests Buffet Service Available for 1 Hour			
	Menu Package Price	200	\$48.00	\$9,600.00
<b>Includes</b>	Freshly Baked Rolls with Butter			
<b>Buffet Selections</b>	Tomato Bisque			





CHARGES			
	Charges	24% Service Charge	Total
Food	\$9,600.00	\$2,304.00	\$11,904.00
Room Rental	\$2,500.00	\$0.00	\$2,500.00
Parking	\$1,150.00	\$0.00	\$1,150.00
Labor	\$845.00	\$0.00	\$845.00
Equipment	\$1,925.00	\$462.00	\$2,387.00
Totals	\$16,020.00	\$2,766.00	\$18,786.00
		Payments Received	\$0.00
		Balance Due	\$18,786.00

ACCEPTANCE: The undersigned client(s) accept(s) the responsibility for the prices listed in this contract and agree(s) to make the payments as provided herein.

**Payment Information** – Card payments can be done electronically through a link your sales manager will provide upon request. All card transactions are subject to a 3% processing fee. For check payments, Colony Club events need to be made payable to **COLONY CLUB ENTERTAINMENT** and Gem Theatre events need to be made payable to **TWENTIETH CENTURY INC.** These can be mailed or delivered to:

**The Gem Theatre**  
**Attn: Event Office**  
**333 Madison Avenue**  
**Detroit MI 48226**

**Guarantees** - Guaranteed guest count must be provided ONE (1) week in advance of the event. It is our policy to prepare food for approximately 5% more guests than the guaranteed guest count. We can prepare greater variance by written amendment to this contract reflecting an adjustment in costs. Notwithstanding the foregoing, food and beverage for each guest over and above the final guaranteed guest count will be billed to the client as additional charges due.

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

7/2/2024