



AGREEMENT FOR CATERING SERVICES

Between: Pomaikai Ballrooms
(808) 369-8600
735 Iwilei Road | Honolulu, HI 96817
(Hereinafter referred to as “Pomaikai Ballrooms”, “we” or “our”)

And: XXXXX (Hereinafter referred to as the “Client” or “you” or “your”)

To ensure that you and your guests experience a well-organized and enjoyable event, we request that you please review our catering information and policies below, then initial at the bottom of each page and sign on the last, date and return one copy of this document to us, along with your deposit. This document, when signed by you, will constitute a binding agreement between Pomaikai Ballrooms and you for the event described in this agreement. The Client and Pomaikai Ballrooms are sometimes individually referred to in this Agreement as a “party” and collectively as the “parties.”

DEPOSIT

A deposit is required to confirm your reservation and the date of the catered event. All deposits are non-refundable and non-transferable. The deposit will be applied to your final payment. If the required deposit is not received by the due date, your reservation will be canceled and Pomaikai Ballrooms will have no further obligations under this Agreement.

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| Less than 200 persons | \$1,000.00 |
| 201 to 400 persons | \$1,500.00 |
| 401 + persons | \$2,000.00 |

PAYMENT

Payment of the total estimated charges including, but not limited to, minimum food and beverage guarantee and estimated charges on hosted bars, together with a service charge and “sales tax” (as such term is defined below) is due 10 business days prior to the event in the form of cash, valid bank imprinted check or credit card. Checks may be made payable to Pomaikai Ballrooms. A final invoice, less all advance payments, will be presented upon conclusion of the event.

The Client must sign the invoice upon completion of the event. Any discrepancies with the invoice must be identified and resolved at that time. The Client is responsible for full payment of any and all outstanding amounts owed at the conclusion of the event.

Billings on credit must be established at least 60 days prior to the scheduled event. If credit terms have been pre-approved by the FCH Credit Department, the Client and any other party responsible for payment of the balance must sign the banquet invoice at the end of the event. The balance will be due within 30 days after the event date.

GUARANTEES

To ensure proper staffing and food preparation, Pomaikai Ballrooms must be notified of the exact number of guests you wish to guarantee services for no later than 10:00 a.m., three (3) business days prior to the date of the event. If Pomaikai Ballrooms does not receive the guarantee by such time, the initial estimated attendance count will be used and charged accordingly. The guarantee count is not subject to reduction.

If the actual number of guests exceeds the guarantee, every effort will be made to serve these guests. However, a menu substitution or other seating arrangements may be necessary and meal service may be delayed.



Additional meals not exceeding 5% of the guarantee count will be provided at the per meal contract price, plus a service charge and sales tax.

Additional meals in excess of 5% of the guarantee count will be provided at the per meal contract price, plus an additional charge of \$10.00 per person, plus a service charge and sales tax. Each additional table added will be charged at a rate of \$40.00 plus service charge plus state tax per table.

MENU PRICING

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| Ages 0 to 5 years | free of charge |
| Ages 6 to 10 years | ½ the adult price |
| Ages 11 years and up | full adult price |

FUNCTION SCHEDULES

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| Morning Events: | 6:00 a.m. 9:00 a.m. |
| Lunch Events: | 11:00 a.m. 2:00 p.m. |
| Dinner Events: | 5:30 p.m. 11:00 p.m. |

If the function extends past the scheduled ending time as stated on page 8 under “Specific Terms of Event”, a fee of \$500.00 plus service charge and sales tax per hour will apply.

FUNCTION SET-UP

All events will be ready thirty (30) minutes prior to the scheduled start time.

Unless otherwise specified, dining seating is accommodated on 6 foot round tables of ten. Pomaikai Ballrooms will provide the physical set up of all tables, chairs, dance floors, staging and one podium (lectern) with wired microphone. Linen tablecloths and napkins, chinaware, glassware, silverware and table number stands will also be provided.

Set-up requirements that are subject to additional labor and/or equipment will be charged separately and will include service charge and sales tax.

Decoration Limitations: No confetti, glitter or rice are allowed in the ballrooms. Decorations may not be nailed, taped, tacked or attached to the walls, ceiling or any part of the ballrooms. All decorations must be removed immediately following the event and must comply with all governmental laws, rules, regulations and ordinances, including, but not limited to, fire code regulations. The Client and any vendor or contractor retained by the Client are jointly and individually responsible for any damage to the ballrooms. The Client will be responsible for replacement charges of any loss or damages to equipment at Pomaikai Ballrooms.

Any changes to the floor plan/schematic on the day of the event will incur a minimum cost of \$200 plus service charge and state tax not to exceed \$500.00 plus service charge and state tax. All floor plans are to be approved three (3) days prior to event along with your final guarantee.

CLEANING FEES

The Client agrees to pay Pomaikai Ballrooms for any and all damages caused by the Client or the Client's guests to the facilities or any furnishings, equipment or other property located therein and for extraordinary cleaning required from the event. Pomaikai Ballrooms will notify the Client immediately at the end of the event if such damage or cleaning charges will be assessed.



PARKING

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| Self Parking, No-host (guest to pay on own) | \$6.00 per car with validation |
| Hosted Parking (Client pays for guests' parking) | \$7.00 per car with validation |
| Valet Parking, No host (guest to pay on own) | \$8.00 per car with validation |

Hosted parking may be used for self or valet parking with Pomaikai Ballrooms. Hosted parking is billed prior to the event and is based on half of your guaranteed number of guests. You will not be charged an additional amount if more than 50% of the guaranteed number of guests utilizes parking, nor will you be entitled to receive a refund if less than 50% the guaranteed number of guests utilizes parking.

A parking validation stamp will be issued to the Client at the event. The parking validation stamp is the responsibility of the Client. If the stamp is not returned at the end of the event, a \$750.00 fee plus sales tax will be assessed.

Valet parking must be requested in advance by the client. Request for valet parking service must be made no later than 30 days prior to the event.

Pomaikai Ballrooms will not be liable for theft, collision, accidents, fire or damages of any kind to vehicles or personal property from any cause whatsoever. We assume no responsibility or liability for property left in a vehicle; property is left in a vehicle solely at the risk of the vehicle owner.

INTERNET ACCESS

All areas of our ballrooms have WIRELESS internet capabilities. Some areas of the ballrooms have wired internet capabilities. Internet capabilities are available at an additional cost per day. Pricing is based on the needs of the Client. Please inquire with catering personnel for details.

FOOD AND BEVERAGE

A service charge will be assessed on all food, beverage, labor and other items and services provided for your event as described in this Agreement. Eighty percent (80%) of the service charge is allocated to our employees as tip income and the remaining twenty percent (20%) is used to pay for our costs and expenses other than employee wages and tips.

The Hawaii general excise tax (the "sales tax"), currently at the rate of 4.712%, will be charged on the total cost of your event.

All prices and menu items are subject to change without notice.

Due to legal requirements and for quality control, all food and beverage items shall be ordered from Pomaikai Ballrooms and MUST be consumed on premises. No food or beverage ordered from Pomaikai Ballrooms shall be taken off premises during or after the event.

NO food and beverage, alcoholic or otherwise, shall be brought into Pomaikai Ballrooms by the Client or the Client's guests, invitees, attendees, or independent vendors or contractors hired by the Client, without the prior written permission of Pomaikai Ballrooms.

If outside food or beverage is brought into the ballrooms without our prior written permission, we reserve the right to remove and store such food or beverage until the conclusion of the event.

Cakes: Pomaikai Ballrooms will allow guests to bring in their own cake (wedding, birthday, graduation, etc.) to be served at your event. Please be sure your baker/vendor delivers the cake and sets up in a timely and professional manner. If you would like us to serve the cake, a cake fee of \$3.00, plus service charge and sales tax, will be charged for each guest attending the event. This fee includes the



cost of plates, utensils, cutting and serving.

Should you decide to order a cake via our menu, the cake fee will be waived.

Please remember, the ballrooms have limited space and refrigeration. Therefore, we require that cakes be delivered directly to the function room on the day of the event, no earlier than two hours prior to the start of the event.

Corkage: Bringing your own alcoholic beverages and soft drinks to Pomaikai Ballrooms to be consumed at your event is an option. The following charges (corkage fees) will be applied to such beverages:

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| Beer (case of 24 or less cans/bottles): | \$35.00 plus service charge and sales tax per case |
| Beer Kegs: | \$500.00 per keg plus service charge and sales tax |
| Soft Drinks (case of 24 or less cans/ bottles): | \$25.00 plus service charge and sales tax per case |
| Bottle of Wine/Champagne (750 ml.) | \$20.00 plus service charge and sales tax per bottle |

In addition to the corkage fees, a bar set up fee of \$200.00 plus a service charge and sales tax will apply. All liquor served to guests in the Ballrooms must be served by licensed Pomaikai Ballrooms' employees, without exception.

Any of the Client's beverages remaining at the end of the event must be immediately removed from Pomaikai Ballrooms. Any beverages left behind by the Client or guests will be disposed of by Pomaikai Ballrooms.

Bar Set Up fees will be charged as follows for beverages provided by Pomaikai Ballrooms: We require one bar set up per 150 guests. A \$400.00 net minimum expenditure per bar is required within the first 2 hours. If the minimum expenditure is not met, the difference will be applied as a bar set up fee plus a service charge and sales tax. For each hour after the initial 2 hours, a \$150.00 net minimum expenditure is required. If the minimum expenditure is not met, the difference will be applied as a bar set up fee plus a service charge and sales tax and will apply per each hour.

Room Rental: If the minimum food and beverage guarantee, exclusive of the service charge and sales tax, is not met, a room rental fee will be charged for the difference between the guaranteed amount and the calculated food and beverage revenue, plus service charge and sales tax.

Chefs|Attendants|Carvers, as required on specific menus, will be charged at \$150.00 plus service charge and sales tax per buffet. Chef|Attendant|Carver fee is based on 1 ½ hours of dining service. Fee will be based on one Chef|Attendant|Carver for every 150 guests.

ENTERTAINMENT / AUDIO VISUAL EQUIPMENT

Entertainers must provide their own sound equipment (amplifiers, mixers, microphones, etc.). If audio visual equipment is needed, arrangements may be made with Pomaikai Ballrooms through our preferred vendor, Techniques Hawaii, for an additional charge.

VENDOR CODE OF CONDUCT

Any and all vendors or contractors hired by the Client shall have in full force and effect liability insurance, including, but not limited to, worker's compensation insurance per applicable laws, employer's liability insurance, commercial general liability (CGL) insurance with extended coverage and commercial automobile insurance for all vehicles. Such policies shall be written with a per occurrence limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000, including liquor liability, catering liability, premises and operations liability, products-completed operations liability, and insurance against claims for personal and bodily injury, death or property damage.



Any and all vendors or contractors waive on behalf of themselves and their insurers all rights against Pomaikai Ballrooms and its owners, members, managers, officers, directors, employees and agents for recovery of damages or subrogation to the extent these damages are covered by their insurance regardless of deductibles, if any.

Any and all vendors or contractors shall name Pomaikai Ballrooms and any persons, firms or corporations designated by Pomaikai Ballrooms, as additional insured on all insurance policies including, but not limited to, primary, excess and umbrella policies. Such insurance policies will contain a clause stating that the vendor's or contractor's insurance policy will be considered as primary insurance and shall not require contribution by any other insurance or self-insurance that may be available to Pomaikai Ballrooms. Upon Pomaikai Ballrooms' request, vendors or contractors shall produce certificates of insurance evidencing the insurance and limits stipulated herein.

Pomaikai Ballrooms' failure to take advantage of any default or breach of covenant on the part of the Client or vendor/contractor shall not be construed as a waiver thereof.

DELIVERIES

All deliveries shall be through the loading dock area located on the ground level next to the parking garage (to left of parking ramp entry), stalls 5 and 6. Porters may be available to assist with deliveries made by Clients, Monday thru Friday between the hours of 9:00 a.m. to 11:00 a.m. or 1:00 p.m. to 3:00 p.m. Please contact the Catering Office at 808.369.8600 to schedule assistance.

For larger heavy deliveries, porters may be available to assist with load-in/out, or the movement of crates and skids, at \$25.00 per hour for each porter, plus service charge and sales tax.

Vendor set up may begin no earlier than two hours prior to the contracted start time of the event. Vendors will be responsible for transporting their own equipment to and from the ballrooms. Pomaikai Ballrooms is not able to provide carts for vendor use.

MEETING/EXHIBIT MATERIAL

Arrangements for delivery of packages should be made through the ballrooms. Meeting/exhibit materials shipped to Pomaikai Ballrooms within a week of the scheduled event will be stored free of charge. Storage charges will be assessed if meeting/exhibit material is shipped more than a week of the scheduled event.

All shipments to Pomaikai Ballrooms must be addressed to the attention of the General Manager/Catering Manager assisting your event.

Handling charges to move material from storage area to the function rooms will be charged as follows:
\$5.00 per box for boxes 2 to 20 lbs. (plus service charge and sales tax)
\$15.00 per box for boxes 21 to 60 lbs. (plus service charge and sales tax)
\$30.00 for boxes and crates 60 to 100 lbs. (plus service charge and sales tax)

Additional charges may be assessed for oversized and/or heavy boxes and crates.

Due to safety standards, we cannot move items over 100 lbs.

Pomaikai Ballrooms will not be responsible for moving any mechanical devices or technical equipment. The Client will be responsible for securing a drayage service to move any mechanical device or technical equipment to and from the exhibit area and designated loading area.



Due to legal requirements regarding shipment of packages and material shipped to Pomaikai Ballrooms, an authorized representative of the Client must be in attendance at time of pick-up to sign shipment forms. Shipping and transit companies will often also require that this be done for security purposes.

LIMITATION ON LIABILITY

Pomaikai Ballrooms and its employees, contractors and agents do not assume responsibility for injury or other harm suffered by any persons attending an event in the ballrooms or for damage to, or loss of, property with respect to items or articles brought into the ballrooms by the Client and the Client's guests, invitees, vendors or contractors.

Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, even if such party has knowledge of the possibility of such damages.

SECURITY

For security reasons, a special duty uniformed personnel for the duration of the event may be required. Should Pomaikai Ballrooms schedule the special duty uniformed personnel and charges will be applied to your bill. Should a special duty uniformed personnel be required, it will be stated in the Specific Terms of Event on page 8. All pricing and requirements are subject to change.

Lock changes and exclusive security details can be arranged; applicable charges will be assessed accordingly.

An additional security deposit may be required. This deposit will not be credited towards banquet/catering charges and is only refunded after the scheduled event, providing there is no loss or damage to property and/or equipment.

SAFETY

For the safety of our guests, firecrackers, pyrotechnics, and fire knife dances are prohibited. Due to the smoking ordinance of the City and County of Honolulu, smoking is not allowed in any part of Pomaikai Ballrooms.

AMERICANS WITH DISABILITY ACT (ADA)

Pomaikai Ballrooms has been designed to comply with the standards of the American Disabilities Act that apply to the public accommodation areas of Pomaikai Ballrooms.

The Client shall be responsible for complying with the ADA with respect to any accommodation required by an individual with a disability to participate in the event/function. The Client shall be responsible for contacting the individuals who will be attending the event/function and asking if any accommodations are required for a disability. The Client shall indemnify, defend and hold Pomaikai Ballrooms, its owners, members, managers, officers, employees and agents harmless from any claim arising under the ADA for failure to accommodate an individual with a disability attending the event/function.

Pomaikai Ballrooms has made every effort to make the premises accessible by removal of barriers wherever reasonable and has provided alternative services wherever barriers cannot be reasonably removed. Pomaikai Ballrooms is committed to providing all of its ballroom guests with the best possible experience and has provided its employees with training and guidance in order to enhance employee understanding of the services required to comply with the provisions of the ADA.

ARBITRATION

The Client and Pomaikai Ballrooms agree that any and all claims, controversies or disputes between the parties which arise out of or relate in any way to this Agreement or a breach thereof and which the



parties are unable to resolve informally shall be submitted to binding arbitration in Honolulu, Hawaii, to be conducted in accordance with the Commercial Arbitration Rules of Dispute Prevention & Resolution, Inc., or such other dispute resolution provider as otherwise agreed to by the parties. The parties expressly agree that the decision of the arbitrator or panel of arbitrators shall be final and binding on the parties and judgment may be entered upon the award of the arbitrator and may be enforced by appropriate judicial action in any state or federal court having jurisdiction thereof. The cost of the arbitration shall be shared equally by the parties. Each party shall be responsible for such party's attorneys' fees and costs expended in connection with any arbitration conducted under this provision.

SPECIAL CONDITIONS

Pomaikai Ballrooms reserves the right to refuse service. Each party expressly agrees that the other will not be liable for any failure to carry out the arrangements covered by this agreement or for any damages due to failure of performance if such failure is due to government regulation, fire or other casualty, acts of God, inclement weather, electrical or other utility failures, national or state emergencies, disaster, strike, civil disorder, acts of terrorism or war, shortage of labor or materials, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the party's control making it impossible, illegal or which materially affects a party's ability to perform under this Agreement.

CANCELLATION/REFUND POLICY

Your deposit is non-refundable. No exceptions will be made. If you wish to cancel the event, a request in writing stating your desire to cancel the scheduled event will be required. Cancellation fees will be charged in the following amounts:

- 0-45 days prior to the event: 100% of the Minimum Guaranteed Amount (as defined in "Specific Terms of Event" section below), plus sales tax
- 46-60 days prior to the event: 75% of the Minimum Guaranteed Amount, plus sales tax
- 61-90 days prior to the event: 50% of the Minimum Guaranteed Amount, plus sales tax
- 91-365 days prior to the event: 25% of the Minimum Guaranteed Amount, plus sales tax.



SPECIFIC TERMS OF EVENT

Name of Event: XXX

Date of Event: XXX

Room: [Room] Ballroom

Time: [Time.Start] - [Time.End]
If the function extends past the scheduled ending time a fee of \$500.00 plus service charge and sales tax per hour will apply.

of Guests: XXX
(minimum 50 guests for lunch)
(minimum 75 guests for dinner)

Service Charge | Sales Tax: 21% Service Charge | State Tax TBA

Minimum Food and Beverage: XXX net (based on total prior to service charge and tax)

Room Rental Fee: Waived with minimum net food and beverage revenue of XXX, if minimum revenue is not met, difference will be charged as room rental plus service charge and state tax.

Deposit: XXX
Due Date: XXX
Deposits are non-refundable and will be applied to the balance at the end of your function.

Payment: Full payment is due 10 business days prior to event, on XXX

Final payment of the total estimated charges and bar charges on hosted bars including, but not limited to minimum food guarantee with service charge and sales tax is due 10 business days prior to the event in the form of cash, valid bank imprinted check or credit card. An invoice, less advance deposits, will be presented upon conclusion of the event.

Final Guarantee: **Due Date: XXX**
If Pomaikai Ballrooms does not receive the guarantee by such time, the initial estimated attendance count will be used and charged accordingly. The guarantee count is not subject to reduction.

Additional meals in excess of 5% of the guarantee count will be provided at the per meal contract price, plus an additional charge of \$10.00 per person, plus a service charge and sales tax.



Pōmaika'i Ballrooms
AT DOLE CANNERY ~ IWILEI

Contact Name: XXX
Contact Mailing Address: XXX
Contact Email Address: XXX
Contact Phone: XXX

To confirm your acceptance of the terms of this Agreement, please sign below and return a signed copy to us along with your deposit by the due date stated above.

Mahalo,

Pomaika'i Ballrooms at Dole Cannery - Iwilei

Accepted and Approved By:

Signature of Client

Date

Print Client's Name