

EVENT CONTRACT

We are delighted that you have chosen CHUN WAH KAM NOODLE FACTORY, INC. (Kapolei) (“CWK”) for your upcoming event. Please review the following information carefully; it sets forth the terms of our agreement.

MENU SELECTION AND SERVICE: *The menu options and prices are attached to this Contract. Until this Contract is signed and returned to CWK, the prices and menu selections are subject to change.* Menu selections must be finalized 5 days prior to the event. Food will be served in chafing dishes and beverages in pitchers/drink dispensers buffet style for guests to serve themselves. Food is provided in uniform sized chafing dishes, but in quantities based on the final guaranteed guest count; it is not an “all you can eat” buffet. Any leftover food will be packed in foil pans (not individual plates or boxes) for you to take home.

NO OUTSIDE FOOD AND BEVERAGES: All food and beverages must be purchased from CWK. Absolutely NO outside food and beverages may be brought into CWK. The only exception is a special occasion cake. If outside food or beverages are brought into CWK in violation of this Contract, a fee of \$150 per outside item brought in will be charged. **AT NO TIME IS ALCOHOL PERMITTED IN THE INSIDE OR OUTSIDE DINING AREAS OR IN THE PARKING LOT.**

INITIAL _____

ATTENDANCE GUARANTEE: A minimum guaranty of 25 guests (not including children 5 years old and younger) is required. A *tentative* guest count is required at the time the event is booked. CWK must be notified in writing of the *final* guest count no later than 5 days prior to the event. The final guest count will be considered the *final* guaranteed guest count for which you will be charged even if fewer guests attend the event. If the actual attendance is more than the final guest count, you will be charged for the additional guests. If CWK does not receive your final guest count by 5 days before the event, the tentative guest count becomes the final guaranteed guest count. CWK will provide staff, room set-up including tables with white plastic table cloths, food and beverages, and plates and cups etc. based on the final guaranteed guest count. If you want to reserve the entire dining room for your exclusive use during your event, your final guaranteed guest count must be at least 130 guests (not including children 5 years old or younger).

DEPOSIT/FINAL PAYMENT: A deposit and credit card information are required at the time this Contract is signed. The amount of the deposit is shown below. The deposit will be applied towards the final payment. **The balance of the final payment, based on the guaranteed guest count and the final menu selection, is due 5 days prior to the event.** If the final payment is not received at least 5 days prior to the event, the event will be cancelled. All additional charges (e.g. for additional guests beyond the final guaranteed guest count, damages charges, etc.) will be due at the end of the event. By signing this Contract, you authorize us to charge your credit card for any such additional charges. *Note: If a written cancellation of the event is received at least 1 month prior to the event, a full refund of the deposit will be given; if written notice is given less than a month but at least 2 weeks prior to the event, a 50% refund will be given. No refund of the deposit will be given if the event is cancelled less than 2 weeks prior to the event.*

TAX: All charges are subject to the general excise tax and the county surcharge (currently, 4.712%).

PAYMENT METHOD: Event charges may be paid by cash or with any major credit card. Business checks are permitted only if pre-approved by a Manager. Sorry, no personal checks or travelers checks are accepted.

EVENT HOURS: Events may be hosted between the hours of 10 a.m. and 7 p.m. (4 p.m. on Sunday), except that events with more than 75 guests are not permitted between 10 a.m. and 2 p.m. unless approved by a Manager. All decorations must be removed by the host and all guests must depart by the end of the contracted time. If approved by a Manager, events may be held after 7 p.m. (4 p.m. on Sunday) for a charge of \$100 per hour or portion thereof up to 10 p.m. Any event extending more than 15 minutes beyond the contracted time will also result in a charge of \$100 per hour or portion thereof.

DAMAGES: You are responsible for damages to the restaurant, including without limitation, to the tables, chairs, dishes, silverware, windows, flooring and walls, caused by you, your guests or contractors or arising out of the event. CWK will not be responsible for any lost or stolen property or damages to any person or property in and/or around the restaurant or parking lot.

DECORATIONS: Should you choose to have decorations, CWK will not assume any liability for that arrangement. **Decorations, displays, exhibits, posters, banners, etc. may not be taped, tacked, stapled or otherwise affixed to the tables, chairs, walls, floors, ceilings or fixtures of the restaurant.** All decoration set-up and removal is the sole responsibility of the host; CWK staff is not available to assist with decorations. All decorations must be removed by you no later than the end of the contracted time.

ENTERTAINMENT: Any outside entertainment (e.g., clowns, DJs, musicians, magicians, balloonists) must be pre-approved by a Manager in writing. All outside entertainment will be under your supervision and you will be responsible for any damages/misconduct of the entertainers. If less than the entire dining room is reserved for your event, any sound systems, karaoke machines, projectors, etc. must be pre-approved by a Manager in writing.

SPECIAL REQUESTS/WALK-THRU: All special requests, including any items described above as requiring pre-approval by a Manager, are to be listed below. Any special set-up requests will require a walk-thru with a Manager to finalize all details at least 5 days prior to the event.

IMPORTANT DATES/INFORMATION:

- Date and Time of the Event: _____, 20__;
_____ a.m./p.m. to _____ a.m./p.m. INITIAL _____
- Tentative Guest Count (Minimum Guests 25 or 130 if the entire dining area is reserved, exclusive of children 5 years or younger):
_____ Guests _____ Children 5 years and younger INITIAL _____
- Deposit Amount: \$ _____ (\$300 for events with less than 100 Guests and \$500 for events with 100 or more Guests) INITIAL _____
- Date the Final Guest Count, Menu Selection, Walk-through (if applicable) and Balance of the Final Payment are Due: _____, 20__
(5 days before the Event) INITIAL _____
- Special Requests: INITIAL _____

- Use of Business Check: _____
 - Event with 75 or more Guests at any time between 10 a.m. and 2 p.m.: _____

 - Event beyond 7 p.m. (Mon-Sat) or beyond 4 p.m. on Sunday: _____

 - Entertainment: _____

 - Sound System/Projector/Karaoke Machines: _____

 - Other: _____

- Credit Card Information: Type: Visa Master Card AmEx Other _____
 Name on Card: _____
 Account No.: _____
 Expiration Date: _____

ACKNOWLEDGEMENT: By signing below, you agree you have received, read, and accepted the terms and conditions set forth in this Contract.

Signature of Host

Date of Signature

Address

Phone No.

Name of Event

CHUN WAH KAM NOODLE FACTORY, INC.

By: _____
 Its Manager

Date: _____