



Sunsets Pupu Menu for Special Events

***Appetizer Options (all selections are priced per piece - "pp")**

***FOR PASSED APPETIZERS, THERE WILL BE AN ADDITIONAL CHARGE OF .50 PER PIECE**

- Caprese Skewers – 2.50pp
- Coconut Shrimp Ceviche spoons – 3.50pp
- Teriyaki Turkey Meatballs – 2.60pp
- Swedish Beef Meatballs – 2.50pp
- Vegetable Spring Rolls – 2.25pp
- Fried Pork Potstickers – 2.40pp
- Seared Ahi Shichimi on Fried wonton with wasabi cream - 3.75pp
- Coconut shrimp with mango aioli – 3.25pp
- Crab Salad with tobiko in a phyllo cup – 3.25pp
- Asparagus and asiago mini wellington – 2.70pp
- Chicken Sate with orange soy dipping sauce – 2.50pp
- Beef tataki wrapped kaiware sprouts with ponzu - 2.75pp
- Curry chicken salad on crostini -2.50pp
- Strawberry Chipotle BBQ Ribs -3.00 pp
- Bruschetta – 2.60pp
- Shrimp cocktail minis - 3.75pp
- Pecan/Parmesan stuffed mushrooms – 3.25pp
- Herb Panko crusted Goat cheese with blueberry marmalade – 3.25pp
- Teriyaki Beef Sate – 3.25pp
- Vegetable and feta ratatouille in crispy endive – 3.25pp

Pineapple Palm Tree with Fruit skewers- Serves up to 80 – 450.00

*Minimum 20 pieces

(We recommend ordering 1.5 pieces per person)



Buffet- Option 1- 65.00

Appetizer Options - (select 3)

Turkey and Sage Meatballs
Heart of Palm Salad
Penne Pesto and Italian sausage salad
Quinoa Sundried Fruit Salad
Lamb Meatballs with Honey Tzatziki
Crab stuffed mushrooms with tobiko
Crudit  with hummus
Chicken sate with orange soy dipping sauce
Green salad with cucumbers, grape tomatoes, julienned carrots, croutons, served with herbal vinaigrette and gorgonzola dressing
Caprese Salad
Caesar Salad
Tomato Basil Bisque
Artisan Bread and Cheese Display
Roasted beef tenderloin and Maui onion skewer with cornichon
Marinated grilled Mediterranean vegetable display
California Rolls

Entr e - (select 3)

Lemon Dill Fresh Catch- served with goat cheese and tomato fennel chutney
Seared Beef Tenderloin Medallions- served with Port Wine Demi-Glace garnished with gorgonzola cheese
Spinach and Sundried Tomato Stuffed Chicken-served with Lemon b chamel
Mediterranean Shrimp Primavera
Peppercorn Crusted Pork Tenderloin with Dijon Cream Sauce

Sides (select 2)

Coconut Jasmine Rice
Roasted Redskins
Maui Potato Au Gratin
Seasonal Rainbow Vegetable Medley
Whipped Roasted Garlic Potatoes

Dessert (select 2)

Cheesecake
Flourless chocolate cake
Pineapple Bread pudding with Cr me anglaise
Tropical fruit tart



Buffet- Option 2- 55.00

Appetizer Options (select 3)

Roasted garlic hummus with crisp pita chips
Teriyaki hot wings
Fried Pork pot stickers with kimchee
Crudit  with hummus
Chipotle Potato Salad
Penne Pesto Pasta Salad with Italian Sausage
Chicken sate with orange soy dipping sauce
Green salad with cucumbers, grape tomatoes, julienned carrots, croutons, served with herbal vinaigrette and gorgonzola dressing
Caprese Salad
Caesar Salad
French onion soup served with croutons and parmesan
Tomato Basil Bisque
Artisan Bread and Cheese Display
Teriyaki Beef Sate

Entr e- (select 2)

Lemon Dill Fresh Catch- served with goat cheese and tomato fennel chutney
Seared Ribeye served with Ponzu Beurre blanc and fried onions
Maui Cattle Beef Lasagna
Chicken Picatta
Mediterranean Shrimp Primavera
Barbecue Bacon wrapped Pork Loin

Sides (select 2)

Coconut Jasmine Rice
Roasted Redskins
Maui Potato Au Gratin
Seasonal Rainbow Vegetable Medley
Whipped Roasted Garlic Potatoes

Dessert (select 2)

Cheesecake
Flourless chocolate cake
Pineapple Bread pudding with Cr me anglaise
Tropical fruit tart



Buffet- Option 3- 45.00

Appetizer Options (select 3)

Roasted garlic hummus with crisp pita chips
Teriyaki hot wings
Pork pot stickers with kimchee
Vegetable Spring Rolls
Truffle Macaroni Salad
Broccoli and Pancetta Salad
Chipotle Potato Salad
Crudit  with Hummus
Chips and salsa
Chicken sate with orange soy dipping sauce
Green salad with cucumbers, grape tomatoes, julienned carrots, croutons, served with herbal vinaigrette and gorgonzola dressing
Caesar Salad
French onion soup served with croutons and parmesan
Tomato Basil Bisque
Artisan Bread and Cheese Display
Teriyaki Beef Sate

Entr e- (select 2)

Lemon Dill Fresh Catch- served with goat cheese and tomato marmalade
Seared Strip loin served with oriental butter and fried onions
Beef Lasagna
Chicken Picatta
Roast Pork with pan gravy

Sides (select 2)

Coconut Jasmine Rice
Roasted Redskins
Maui Potato Au Gratin
Seasonal Rainbow Vegetable Medley
Whipped Roasted Garlic Potatoes

Dessert (select 1)

Cheesecake
Flourless chocolate cake
Pineapple bread pudding with cr me anglaise



Plated- Option 1- 70.00

(4 Course)

Appetizer Options - (select 1)

Pancetta wrapped scallop
Coconut Shrimp with mango aioli
Crab and shrimp croquette
Roasted Goat Cheese with blueberry marmalade

Soup or Salad - (select 1)

Caesar Salad- Romaine, parmesan, croutons, Caesar dressing
Roasted Beet Salad –Mixed field greens, roasted beets, feta, caramelized walnuts, orange,
finished with sherry beet vinaigrette
Sunsets Salad- mixed greens, roasted corn, strawberries, port wine
vinaigrette Tomato Basil Bisque

Entrée - (select 2)

Fresh Island Catch -with saffron risotto and rainbow vegetable blend
Strawberry Chipotle Ribs-with garlic whipped potatoes and rainbow vegetable blend
Filet of Beef Tenderloin- with a red wine demi-glace, garlic whipped potatoes and rainbow
vegetable blend
Lemon Basil Airline Chicken-coconut quinoa, rainbow vegetable blend and papaya salsa

Dessert - (select 1)

Fresh Fruit Tart with tropical fruit and mixed berries
Flourless Chocolate Cake
Strawberry Cheesecake
Dessert Trio-strawberry cheesecake mini, mini fruit tart, chocolate mousse cup



Plated- Option 2- 60.00

(3 Course)

Appetizer Options - (select 1)

Crab and shrimp croquette
Roasted Goat Cheese with blueberry marmalade

Soup or Salad - (select 1)

Caesar Salad- Romaine, parmesan, croutons, Caesar dressing
Sunsets Salad- mixed greens, roasted corn, strawberries, port wine vinaigrette
Tomato Basil Bisque

Entrée - (select 2)

Fresh Island Catch -with saffron risotto and rainbow vegetable blend
Strawberry Chipotle Ribs-with garlic whipped potatoes and rainbow vegetable blend
Lemon Basil Airline Chicken-coconut quinoa, rainbow vegetable blend and papaya salsa
Pork Shank- with red wine demi-glace, garlic whipped potatoes and rainbow vegetable blend

Dessert - (select 1)

Fresh Fruit Tart with tropical fruit and mixed berries
Flourless Chocolate Cake
Strawberry Cheesecake



Plated- Option 3- 50.00

(3 Course)

Soup or Salad (select 1)

Caesar Salad- Romaine, parmesan, croutons, Caesar dressing

Sunsets Salad- mixed greens, roasted corn, strawberries, port wine

vinaigrette Tomato Basil Bisque

Entrée- (select 2)

Fresh Island Catch – with saffron risotto and vegetable medley (squash, zucchini, carrots, red onions sometimes eggplant, asparagus or broccolini)

Sunsets Homemade Cheese Lasagna with rainbow vegetable medley (squash, zucchini, carrots, red onions sometimes eggplant, asparagus or broccolini)

Lemon Basil Airline Chicken-coconut quinoa, rainbow vegetable blend and papaya salsa

Pork Shank- with red wine demi-glace, garlic whipped potatoes and rainbow vegetable blend

Dessert (select 1)

Chocolate Mousse cup

Strawberry Cheesecake



Luau Menu

\$50

Chicken Katsu Skewers – Japanese bread crumb crusted fried chicken served with tonkatsu sauce

Papaya Asian Slaw – Big Island Papaya served over thin sliced green and red cabbage with a lilikoi vinaigrette

Kalua Pig – Slow braised smoked pig

Sesame Rice – Steamed short grain rice finished with sesame seed oil

Shoyu Stir Fried Vegetables – Seasonal vegetables sautéed with shoyu

Macadamia Crusted Hawaiian Butterfish – Locally caught butterfish served crusted with macadamia nuts

Pineapple-Ginger Sirloin – Hawaiian Ranchers Cattle marinated and grilled

Fresh Seasonal Island Fruit



Lunch Buffet - \$30.00

Appetizer Options (select 2)

Classic Mac Salad
Caesar Salad
Pesto Pasta Salad
Diced Fresh Fruit
House Salad served with choice dressings
Creamy Tomato Soup
Potato Chips

Entrée (select 2)

Chicken Picatta
Vegetable Pasta Primavera
Beef Stroganoff
Fettuccine Alfredo
Kalua Pork

Sides (select 2)

Coconut Jasmine Rice
Roasted Redskins
Maui Potato Au Gratin
Seasonal Rainbow Vegetable Medley
Whipped Roasted Garlic Potatoes



Brunch Buffet - \$45.00 per person

Scrambled Eggs or Egg/Spinach Quiche Bacon,

Portuguese Sausage & Link Sausage

Fresh Tropical Fruit

Strawberries, Grapes, Honeydew, Cantaloupe, Pineapple

Breakfast Potatoes White

Rice & Fried Rice Caesar

Salad

Smoked Salmon & Bagels

Cream Cheese, Chopped Onions, Capers, Egg Whites, Egg Yolks

Shrimp Cocktail

Biscuits & Gravy

French Toast with Berries

Lilikoi Bread Pudding with Crème Anglaise

All buffets include non-alcoholic beverages

Price does not include Sales Tax or Service Charge

BEVERAGES

Upon Consumption:

HOUSE WINE \$7

SPECIALTY COCKTAILS \$10

WELL DRINKS \$7

DRAFT BEER \$5

BOTTLE IMPORTS \$5

BOTTLE DOMESTIC \$4

Package Bar Pricing: (priced per guest)

***Full Premium Level:** (includes top-shelf liquors, Michelle champagne, wine, beer, soda, juices, coffee and tea)
\$16 per guest for the first hour / \$10 per guest each additional hour

***Full Call Level:** (includes liquors, J. Roget champagne, wine, beer, soda, juices, coffee and tea)
\$14 per guest for the first hour / \$9.00 per guest each additional hour

***Beer and Wine Bar:** (includes wine, beer, soda, juices, coffee and tea)
\$10 per guest for the first hour / \$7 per guest each additional hour
Champagne is available for an additional charge *per bottle* (by the glass is not available)

*Minimum of three hours



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www.konosonmaui.com



Sunsets Bar & Grill, located at the Maui Nui Golf Club in Kihei, offers a beautiful setting with great ambiance and spectacular view. Enjoy a delicious fusion of American and European cuisines with an island twist. Chef Tim Schooler takes pride in preparing dishes that utilize the island's bounty - fresh fish and seasonal local ingredients.

Sunsets Bar & Grill would be honored to host your special event. We offer the finest cuisine, the best view and the friendliest service in Kihei, Maui. We will work with you throughout the event planning process to tailor every detail so that your special day will be exactly as you envision it.

Live in the moment and let us do the work for you!

Special Event Policies & Restaurant Information

Restaurant Location

Sunsets Bar & Grill is located at the Maui Nui Golf Club in Kihei.
470 Lipoa Parkway
Kihei, Hawaii 96753

Events & Marketing Manager: Iulia Nandrea-Miller

Restaurant: 808.633.4220 **Events:** 808.633.6166

Hours

We are open Monday through Sunday, from 9:00 am to 10:00 pm.

www.konosonthegreen.com

| konosonthegreenevents@gmail.com

Services

We are pleased to offer a multitude of customized options to fit the overall feeling and expression of your personal event. Whether you are setting up a corporate meeting or a romantic Maui wedding, we guarantee that we can assist you in making your event memorable and unique.

Sunsets Bar & Grill offers both inside and outside dining options all of which have a beautiful panoramic ocean view. Sunsets Bar & Grill also has dance floor space and welcomes live music customized for your event. Buyout options are also available.

Weddings

Sunsets Bar & Grill is proud to be able to provide wedding ceremony options either on the course or on our outdoor patio with views of the beautiful Maui Nui Golf Club and ocean as a backdrop.

Our 9th Hole of the golf course can host up to 120 people for a wedding ceremony with a reception at Sunsets restaurant. The fee for this part of our venue is \$1,000.00 plus tax.

Our driving range can host up to 1000 people for a wedding ceremony and reception. The fee for this part of our venue is \$7,500.00 plus tax.

Chair rentals are required with the satellite areas. Prices are subject to change and availability with a 25% setup fee. Please contact our events manager, Iulia Nandrea-Miller for a quote on rentals, including tents, dance floors, tables, linens, etc.

Event Menus

For parties of 20 or more we require event menus. Please request our event menus if you are interested in hosting a party of 20 people or more. We will work to create options that will both wow your guests and fit into your budget.

Vegetarian, gluten-free, and children's options are also available upon request.

Bar Options

All liquor consumed must be purchased from Sunsets. All alcohol must be consumed within the restaurant, lanai area, or approved satellite locations.

Bar charges will accrue based on consumption and prior arrangements per contract. For special events, bar options can be pre-arranged so please ask to see our hosted bar menus.

Restaurant Event Space & Seating Capacities

*Our **entire** restaurant and patio has panoramic mountain, ocean, and golf course views.*

Exclusive Lanai - Max seating 50 people with a dance floor and 60 people without a dance floor.

Inside Dining Area - Max seating 90 people with a dance floor and 120 without a dance floor.

Total Capacity – Max seating 140 with a dance floor and 180 without a dance floor.

Dance floor options are available both indoors and outdoors.

Buyout Fees

Exclusivity of Lanai - \$2,500 or a minimum food and beverage purchase.

Exclusivity of the Entire Restaurant - \$6,000 or a minimum food and beverage purchase.

If a minimum food and beverage sales (before tax and service charge) are met, the buyout fee will be waived from the final bill.

20% service fee and Hawaii state sales tax will be added on the final total.

Table set up, Seating Arrangements and Décor

Our house table set up consists of rectangle tables. Special arrangements can be made for rentals of other types of tables, chairs or décor. A 25% setup fee will apply to all rentals.

Entertainment and Entertainment Policies

Customized entertainment can be arranged. We also encourage our hosts to bring in their own entertainment with approval of our Events Manager. Please speak to Iulia Nandrea-Miller for further information on entertainment options.



THIS AGREEMENT (hereinafter referred to as the "Agreement") is made as of the _____ day of _____ 20__ between Paradise Prosperities, LLC, located at 470 Lipoa Parkway (hereinafter referred to as the "Company" or "Sunsets Bar & Grill") and _____ (hereinafter referred to as the "Client") at times collectively referred to as the "Parties."

WHEREAS, the Client is organizing a _____, to be held on or about the _____ day of _____, 20____, in Kihei, Hawaii (the "Event").

Client seeks to hire the Company as the principal planner of the Event and to provide Client _____ (insert general description of services to be provided by Company).

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged, the Company and the Client agree as follows:

ADVANCE DEPOSIT/PAYMENT

In order to confirm the reservation for the Event, Client agrees to pay Company a non-refundable deposit of \$1,000.

An additional prepayment equaling 50% of the estimated food, beverage, vendor (if applicable), and miscellaneous charges is required at 90 days prior to the Event (the "Initial Prepayment"), and the remaining balance for the estimated food, beverage, vendor (if applicable), and miscellaneous charges, plus a 20% service fee and 4.166% Hawaii State General Excise Tax is required at 30 days prior to the Event (the "Final Prepayment").

Client agrees that the estimated food, beverage, vendor (if applicable) and miscellaneous charges may increase after the Initial Payment, but said estimate may not decrease once the Initial Payment is made.

Client agrees that any additional charges incurred on the day of the Event will be charged to the credit card on file at the conclusion of the Event.

Client Initials _____ Date _____

Client initials _____ Date _____

Company's Representative initials _____ Date _____

DEPOSIT INFORMATION (circle one)

Cashier's Check/Money Order Visa Master Card American Express

Credit Card Number _____

Card Expiration Date _____

Name Embossed on Card _____

Deposit Due Date:

Deposit Amount: \$1,000.00

CREDIT CARD ON FILE (circle one)

Visa Master Card American Express

Credit Card Number _____

Card Expiration Date _____

Name Embossed on Card _____

(hereinafter the "Credit Card")

VENUE OPTIONS

Client may opt to rent out just the lanai for the Event, or Client may opt to rent the entire restaurant for the Event. Client agrees to pay \$2,500 plus 20% service charge and 4.166% Hawaii State General Excise Tax for the exclusive use of the lanai (the "Lanai Fee") or \$6,000 plus 20% service charge and 4.166% Hawaii State General Excise Tax for use of the entire restaurant (the "Full Buy-out Fee"). Both the Lanai Fee and the Full Buy-out Fee are waived when the food and beverage services purchased from the Company for the Event meet or exceed the Lanai Fee or the Full Buy-out Fee.

Company offers two alternative venue options to Client beyond the restaurant and the lanai area. One option is the 9th Hole of the golf course, which can accommodate up to 120 people (the "9th Hole"). Should Client choose to host the Event at the 9th Hole, Client agrees to pay an additional fee of \$1,000 plus 20% service charge and 4.166% Hawaii State General Excise Tax. This charge includes a site fee only, food and beverages must be purchased separately. Chair rentals are required for the 9th Hole, and the charge for the rentals, along with an additional 25% setup fee and 4.166% Hawaii General Excise Tax will be charged to the Client.

The other option offered by Company is the driving range, which can accommodate up to 1000 people (the "Range"). The buy-out fee for the Range is \$7,500 plus 20% service charge and 4.166% Hawaii State General Excise Tax (the "Range Fee"). Should the Range Fee be met with food and beverage purchases by the Client, the Range Fee will be waived. In order to book the Range, the Client agrees to confirm for a minimum of 50 guests and must book the Range at least six months in advance of the Event. Client agrees that should Client choose to host the Event on the Range, all tent, table and chair rentals are the sole responsibility of the Client.

Client Initials _____ Date _____

Client initials _____ Date _____

Company's Representative initials _____ Date _____

EVENT MENU SELECTION

Client agrees to review the current menu options attached hereto as Exhibit A and incorporated herein by reference, and to select the option that best meets the Client's needs. The menu options include buffets, plated food and a Luau Menu. Company agrees to adjust the menu to meet Client's specific dietary needs, and Client understands that such adjustments may result in price increases, including additional labor fees for accommodating any dietary restrictions. Any request for meal substitutions due to dietary restrictions must be made by the Client at least 14 days prior to the Event. All food must be purchased exclusively from the Company, with the exception of certain deserts. Should Client opt to bring in a Wedding Cake, Birthday Cake or any desert that needs to be sliced and plated, a cake-cutting fee of \$2.00/person plus 20% service charge and 4.166% Hawaii State General Excise Tax will be charged to Client. Menu selections must be finalized 90 days prior to the Event.

BEVERAGE SERVICES

Client agrees that all beverages must be purchased exclusively from the Company and served by employees of the Company. A pricing list for the beverage service offered by Company is attached hereto as Exhibit B and incorporated herein by reference. In accordance with City and County Liquor Commission rules and regulations, alcoholic beverages can only be consumed on Company property. The Company reserves the right to limit and/or cease alcohol service at any point during the Event. Bar charges will accrue based on consumption and the terms of this Agreement. Bar selections must be finalized 90 days prior to the Event.

SET UP/STORAGE FEES

Client agrees to pay Company a \$300 set up fee, plus 20% service charge and 4.166% Hawaii State General Excise Tax, for setting the furniture up for the Event (the "Set-Up Fee"). If the Client requests that Company remove any furniture from Company property for the Event, Client agrees to pay a storage fee of \$500, plus 20% service charge and 4.166% Hawaii State General Excise Tax to Company. Should Client request that Company remove all of Company's furniture for the Event, Client agrees to pay the Company twice the Set-Up Fee and the storage fee of \$500.

CONDUCT OF FUNCTION

Client agrees that the Event must be conducted in an orderly manner, in full compliance with applicable laws, regulations and the catering policies of the Company. Client assumes full responsibility for the conduct of all persons in attendance at the Event and for all damage done to any part of the Company's property during any time the Company's property is under the control of the Client, the Client's agent, invitees, employees, or independent contractors employed by the Client.

DECORATIONS AND ENTERTAINMENT

Client agrees not to affix any decorations to Company's walls, floors or ceilings without prior approval from the Company. Further, Client agrees that Company must approve of all decorations and designs for the Event. All flowers and foliage must be biodegradable. Confetti is prohibited as a decoration. Failure to abide by these restrictions may result in additional cleaning/repair charges of up to \$2,500, plus a 20% service charge and a 4.166% Hawaii State General Excise Tax to the Credit Card.

Client Initials _____ Date _____

Client initials _____ Date _____

Company's Representative initials _____ Date _____

Entertainment may not start earlier than _____ and must end by 2:00 a.m. for indoor functions and must end by 9:45 p.m. for outdoor functions that end at 10:00 p.m. For all outdoor functions that continue past 10:00 p.m., entertainment must be moved inside by 10:00 p.m. The Company reserves the right to monitor and adjust the volume and/or nature of the entertainment.

VENDORS

Upon signing the Agreement, Client agrees to select vendors from the Company's preferred list of vendors (the "Vendor List"). The Vendor List is attached hereto as Exhibit C and incorporated herein by reference. If Client selects a vendor that does not appear on the Vendor List (hereinafter the "Alternate Vendor"), the use of the Alternate Vendor is subject to approval by the Company. Client agrees the Alternate Vendor must provide the Company with a certificate of insurance naming Company as additionally insured for a minimum of \$500,000. Additionally, Client agrees to provide Company with the exact number of people each Alternate Vendor will be bringing to the Event, the set-up time for each Alternate Vendor, and a copy of the contract Client has with each Alternate Vendor.

SIGNAGE, EXHIBITS AND FLOOR PLANS

All signage and displays must be confined within Client's assigned Event space. All floor plans must be in accordance with applicable fire and safety regulations and must be coordinated with and approved by the Company.

DAMAGE/FINES

Client agrees to be responsible and to reimburse the Company for any damage caused by Client or Client's guests while on Company property. Any labor and/or materials resulting from cleaning and/or repair will be assessed. These cleaning charges include, but are not limited to, a \$300 charge plus 20% service charge and 4.166% Hawaii State General Excise Tax for the cleaning of any bodily excretions or vomit from anywhere on Company property, and a \$300 charge plus 20% service charge and 4.166% Hawaii State General Excise Tax for cleaning any broken glass from the dance floor. Client agrees that alcoholic beverages are prohibited on the dance floor, in accordance with City and County Liquor Commission rules and regulations. Further, Client agrees that should Company incur any fines from the City and County Liquor Commission due to Client's violation of any of the Commission's rules and regulations, said fines will be charged to the Credit Card.

SET UP/CLEAN UP

Client agrees to provide Company with a list of people Client will be using to set up the Event (excluding any and all vendors) (hereinafter the "Set-Up Crew") and agrees that the Set-Up Crew will not exceed five persons in addition to Client. Additionally, Client agrees to provide Company with a list of people who will be assisting the Client with the clean-up for the Event. Client agrees that all items for the Event will be removed from Company's property the same night the Event concludes. Any items left behind on Company's property may be subject to additional clean-up/storage fees from the Company, and said fees will be charged to the Credit Card.

Client Initials _____ Date _____

Client initials _____ Date _____

Company's Representative initials _____ Date _____

LOSS DAMAGE WAIVER

The Company does not accept responsibility for the damage, loss, or theft of any merchandise, equipment, or articles left on the Company’s property prior to, during or following the Event.

GUARANTEE

A confirmed guest count (the “Confirmed Count”) is required by the Company 30 days prior to the Event. The Confirmed Count is not subject to reduction. If the Confirmed Count is not received by the deadline, the number indicated for the initial guest count on the Event Details Sheet will be considered the Confirmed Count. The Event Details Sheet is attached hereto as Exhibit D and incorporated herein by reference.

HOLIDAYS

All events held on the following holidays and observed holidays are subject to a doubling of the Full Buy-out Fee: Christmas Eve, Christmas Day, Thanksgiving, New Year’s Eve, New Year’s Day, Easter, Memorial Day and Independence Day (the “Holidays”). A full buyout of both the restaurant and the lanai is required should the Event fall on one of the Holidays.

INDEMNIFICATION

To the extent permitted by the laws of the state of Hawaii, Client hereby agrees to indemnify, defend and hold harmless, the Company, its partners, parent companies, its employees and agents (“Affiliates”) against all claims of loss, injury or damage to person or property, government charges, citations or fines, and all costs including court costs and reasonable attorneys’ fees arising out of or in connection with the Event, including but not limited to the installation, maintenance, and removal of decorations and other personal property used for the Event by the Client, the entertainment for the Event provided by the Client, and the use and occupancy of Company’s premises by the Client or any guest or agent of the Client or independent contractor hired by the Client, except for claims caused by gross negligence of the Company or its Affiliates.

OUTDOOR FUNCTIONS

The Company reserves the right to make a final decision to move the Event indoors due to unfavorable weather conditions. Company will communicate to Client as to the latest time a weather call must be made, however, if communication cannot be made, the Company will make the final decision. For all Outdoor Functions, the Entertainment must be concluded no later than 10:00 p.m. with a “last call” for the final song to be made by the Entertainment no later than 9:45pm. Should the Event be booked to end after 10:00 p.m., Client agrees to the terms and conditions of the Decorations and Entertainment Clause above.

SERVICE CHARGE AND TAX

All charges from the Company are subject to a 20% service charge and 4.166% Hawaii State General Excise Tax. Company allocates a portion of the service fee to Company’s employees as tips or wages and a portion of the service fee to pay for costs or expenses other than wages or tips of employees.

Client Initials _____ Date _____
Client initials _____ Date _____
Company’s Representative initials _____ Date _____

TIME SCHEDULE

Prior approval from the Company is required for all adjustments to starting and ending times for any event. Client agrees that the typical schedule for any event is from 5:00pm – 10:00pm (the “Normal Event Hours”). All entertainment and bar service must conclude 30 minutes prior to the contracted event end time. Client understands that it is important that the agreed to starting and ending times be adhered to as the Company’s supporting staff labor requirements have been determined accordingly. Overtime charges will be assessed for events which exceed the Normal Event Hours. Client agrees that should Client want to start the Event before 5:00pm, additional charges of \$250/hr., plus a 20% service fee and a 4.166% Hawaii State General Excise Tax will be incurred for every hour prior to 5:00 pm. Further, Client agrees that should Client want to end the Event after 10:00pm, additional charges of \$500/hr., plus a 20% service fee and a 4.166% Hawaii State General Excise Tax will be incurred for every hour beyond 10:00 pm.

ARBITRATION

If any dispute or claim arises out of this Agreement, Parties agree to settle the claim or dispute in Small Claims Court. Additionally, should the claim or dispute exceed the jurisdictional limit of Small Claims Court, the Parties agree to settle the claim or dispute through arbitration.

CHOICE OF LAW AND FORUM

The Company is domiciled in the State of Hawaii. This Agreement shall be governed and construed according to the laws of the State of Hawaii.

ATTORNEY’S FEES

Should the Parties have to settle any dispute through arbitration, the prevailing party shall be entitled to recover reasonable attorney’s fees.

Signed and Accepted by _____(Client) Date_____

Signed and Accepted by _____(Client) Date_____

Signed and Accepted by _____(Company) Date _____

Client Initials _____ Date_____

Client initials _____ Date_____

Company’s Representative initials _____ Date_____

Event Details Sheet



EVENT INFO

Date of Event:
Time of Event:
Type of Event:
Initial Guest Count:
Confirmed Guest Count:

CONTACT INFO

Contact:
Client/Company:
Phone:
E-mail:

SET UP

HOSTED BEVERAGES/BAR

TBD

TIMELINE

FOOD

TBD

SUMMARY OF CHARGES

Food Option = \$0.00
Bar Option = \$0.00
Buy Out Fee = \$0.00
Set Up Fee = \$0.00
Decorative/Rental Fee = \$0.00
Late Night Fee = \$0.00
Ceremony Site Fee = \$0.00
4.167% Sales Tax = \$0.00
+ 20% Service Charge = \$0.00
Subtotal = \$0.00
(Date: _____) Deposit Paid: \$0.00
Total Due = \$0.00

Client Initials _____ Date _____
Client initials _____ Date _____
Company's Representative initials _____ Date _____