

Oahu Country Club Event Guidelines

# FOOD & BEVERAGE

No food or beverage or any kind may be brought onto The Club's premises by the Member or Member Affiliates. Food and Beverage must be consumed at the event space. Due to the State of Hawaii health regulations, all food must be consumed during the event. No food will be allowed to leave the Club. To-Go containers will not be provided for any event. Wine Corkage Fee is \$15 per bottle (750ml) \$30 per bottle (larger than 750ml).

# **BUFFETS OR FOOD STATIONS**

A chef's attendants or carver's fee may apply to certain menus. A fee of \$150.00 plus tax for a maximum of 1.5 hours will apply.

## MENU MODIFICATION

Menu items may be modified up to 14 days prior to the date of the event. Modifications are subject to the feasibility of sourcing and availability of product.

## MEAL SUBSTITUTION

It is our intent to accommodate any request for dietary restrictions. Please provide all dietary requirements no later than 15 business days prior to the date of the event, so we may best accommodate the guest's requirements.

## FOOD SERVICE DURATION

A maximum of two (2) hours food service is provided for all buffets and food stations.

## EVENT SPACE

We will tentatively hold event space for you for Two (2) Weeks without the signed agreement. In order to confirm the event space on a definite basis, we must receive the signed agreement from you within the Two (2) week period. If we do not receive the signed agreement, we will release the event space.

## DEPOSIT AMOUNT AND DEFINITE BOOKING

Concurrent with the execution of this Agreement, Member shall pay the required Deposit Amount. Upon execution of the Agreement by both parties and receipt of the Deposit Amount by The Club, the Event will be confirmed and considered a definite booking.



## GUARANTEED COUNT:

The menu selection must be confirmed no less than (14) days prior to the commencement of the Event. The final guest count must be received by The Club no later than 11am, seven (7) days prior to the commencement of the Event. The final guest count will be the guaranteed count ("Guaranteed Count"), not subject to reduction. Charges will reflect your guaranteed guest count or your actual guest attendance, whichever is greater. If we are not advised of a guaranteed count, the tentative or expected number of guests will become the guaranteed count.

The Club will be prepared to serve 5% more than the Guaranteed Count, and The Club will not be responsible for service to more than 5% over the Guaranteed Count. If you do not provide a final attendance number seven (7) days prior to the Event date, then the expected attendance you supplied above will be used for preparation, staffing and food quantities for your event.

If your event includes a plated menu, final counts for each entrée selection must be submitted along with your guaranteed attendance. Additionally, escort cards indicating your guests' entrée selections are required and will be supplied by the club, provided entrees selections are finalized (7) days prior.

## MINIMUM REVENUE COMMITMENT

Based on the number of guests set forth, a minimum revenue commitment will be set in combined food and beverage is required. This minimum does not include the surcharge, tax, labor charges, audiovisual, or any other miscellaneous charges incurred.

## CANCELLATION

If the member/sponsored guest cancels the event described above (the "Event"), the member will be responsible for the following charges depending on the timing of The Club's receipt of the Member's written cancellation. Any amount owed by the member may be deducted from the Member's Deposit.

More than six (6) months from Event Date	\$0
Less than six (6) months to one (1) month from the Event Date	35%
Less than one (1) month to one week from the Event Date	50%
Less than one (1) week from the Event Date	100%

## EVENT TIMES

The Event, including setup and breakdown, will commence and end at the times specified in the agreement. Extension of time related to noncompliance with the agreed to times will be charged to the Member at rate of \$1,000.00 per hour to cover labor and other expenses. Any amplified music must conclude by 10:00pm.

## PAYMENT SCHEDULE

A deposit may be required to confirm your event space on a definite basis. Full payment of the event's balance shall be made by the Member, and received by The Club, (7 days after the event) in the form of cash or check.



# PAYMENT SCHEDULE AND DUE DATES

Signed Catering Contract & Deposit Due	Due (1) Week from date of contract sent.
Final Menu Selections, Room Arrangement & Event Timeline Due	Due (14) days prior to Event Date
Guaranteed Attendance & Signed Event Order	Due (7) days prior
Final Payment Due	(7) Day after the event

# TAXES

The State of Hawaii Taxes will be imposed and applicable to this Agreement to all the food, beverage and services provided by The Club. The member agrees to pay the imposed taxes.

## FOOD & BEVERAGE SURCHARGE

All Food and Beverage pricing will incur a surcharge of 20% (the "Surcharge"). The Surcharge is being used to pay for costs and expenses other than wages of employees.

## PERMIT/LICENSES

In the event that the Event requires a permit or license from any governing body, local, state or federal, Member is solely responsible for obtaining such permit or license at the Member's expense.

## VENDORS

All vendors supplying furniture and or inflatables (chairs/tables) must be hired by the Club. No outside vendors supplying these types of services will be allowed on to the property.

#### **ENTERTAINMENT**

The Club has access to a variety of music and entertainment needs. When hiring entertainment on your own, all entertainment is required to provide their own equipment (microphones, microphone stands, power cords, speakers and amps).

#### VALET SERVICE

Valet parking attendants are required for all events of 60 persons or more and must be contracted through OCC Catering. Any other arrangements or private hire companies will be asked to leave the premises if not contracted through OCC Catering for liability purposes.



## INDEMNIFICATION

The Member and The Club agree to indemnify, defend and hold harmless the other party and its affiliates, owners, officers, agents and employees from and against any and all third party claims, allegations, costs, liens, fines, penalties, expenses, judgments, losses, damages and other liabilities, including without limitation attorneys' fees, expert fees and costs, to the extent caused directly or indirectly by the negligence or willful misconduct of the indemnitor. Notwithstanding the foregoing, in no event will the indemnitor or be obligated hereunder to the proportionate extent that such third party claims, allegations, losses, damages or other liabilities arise from the negligence or willful misconduct of the indemnitor in writing of any claim covered by this provision, will not settle any such claim on its own, and will reasonably cooperate (at the indemnitor's expense) with the indemnitor in the defense of the claim and any related settlement negotiations. This indemnification clause is not subject to any damage waiver or liability limitation set forth in this Agreement and will survive and be enforceable beyond the termination, expiration or completion of the Agreement.

#### FORCE MAJEURE

If either party to this Agreement is delayed or prevented from performing, in whole or in part, any of its obligations hereunder (excluding payment of monies) due to acts of God, war, civil insurrection, acts of public enemy, strikes, natural disasters, or other causes that are beyond the reasonable control of such party ("Force Majeure Event"), and such party gives notice of the Force Majeure Event to the other party as soon as reasonably practicable after the occurrence of the Force Majeure Event, the obligations of such party shall be suspended to the extent required by the Force Majeure Event.

## THE CLUB RULES AND REGULATIONS

Member and its guests, invitees, employees, independent contractors and other agents (collectively, "Member Affiliates") shall comply with The Club's rules and regulations, which are attached hereto as <u>Exhibit A</u> (the "Rules"). The Club reserves the right to refuse admittance to any person who is not in compliance with the Rules.

#### EXHIBIT A THE RULES AND REGULATIONS

The Oahu Country Club will provide all food & beverage preparation and service. No food or beverage product may be taken home under any circumstances. <u>No outside food or beverage product may be</u> brought on to the property for guest consumption, unless approved in advance by Oahu Country Club.

Members and guests are expected to follow the Club's Dress Code at all times.

Members are responsible for informing their guests of the dress code requirements.

Women's Dress Code: A suitable dress, skirt, blouse, pant suits, slacks. Jean are allowed, however there may be no holes, tears or rips in the garment.

Men's Dress Code: Golf shirts, aloha shirts, dress shirts, sport shirts, slacks. Jean are allowed, however there may be no holes, tears or rips in the garment.

Caps/hats and flip flops are not allowed in the Clubhouse.



Should we allow you to supply certain decorations, you will be responsible for complying with any applicable laws, regulations or permitting requirements. Please note that absolutely no decorations may be affixed to the walls, floors, ceilings, furniture, fixtures, furnishings or other property belonging to the Oahu Country Club. Please note that sparklers, glitter, confetti, bubbles, tinsel, balloon drops, fireworks, rice and birdseed are not permitted on the premises. Should any of these items be used at any event, a cleanup fee will be assessed and added to the member's final bill. Any flower petals must be approved by Oahu Country Club prior to usage. Candles must be positioned in containers taller than the top of the candle flame. Oahu Country Club and its facilities must be left clean and undamaged. Failure to comply with these regulations may result in a cleanup fee.

Any guest under the age of twenty-one (21) is prohibited from requesting or consuming alcoholic beverages at your event. Oahu Country Club will not serve any person who does not present, upon request, valid identification as to being of legal drinking age (21 years). We reserve the right to refuse to serve alcoholic beverage to anyone who we, in our sole discretion, determine is intoxicated, impaired or under the age of twenty-one (21). Oahu Country Club will not serve alcoholic beverages past contracted event time or 11:00 PM, whichever comes first.

In the event that a part of your event will be held outdoors, inclement weather may cause a delay to the start of your event or require that your event must be moved to an alternative location. We will make reasonable efforts to relocate your event to an indoor location, but cannot guarantee that space will be available. If we are unable to move your event to an indoor or covered location, our management team will make an equitable adjustment to the final account of charges. No refunds or adjustments will be made so long as the event is moved to an alternate location.

We ask that you and your guests observe the beginning and ending time for your event. An event may be scheduled for 5 or fewer hours before additional staffing charges are billed. Events will be charged an additional fee per hour that extends beyond the contracted time without prior written consent from Oahu Country Club.

We reserve the right to remove anyone from our property who engages in disruptive, violent, profane, intoxicated, or abusive behavior. As the Member of your event, you agree that you assume full responsibility for the conduct of your guests and for any damages, costs or liabilities that result from your or your guests' conduct. Oahu Country Club reserves the right to adjust the music volume at any time during the event.

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