



EVENT CONTRACT

The Mill House at The Maui Tropical Plantation  
1670 Honoapiilani Hwy.  
Wailuku, HI 96793  
(855) 364-6622 or millhousemaui@gmail.com  
www.mautropicalplantation.com

Date: \_\_\_\_\_, 2014

**DESCRIPTION OF EVENT**

The following represents an agreement (herein also called "Contract") between Nice People, LLC dba The Mill House (herein called "The Mill House" or "Mill House") and:

ORGANIZATION:

CONTACT:      Name: \_\_\_\_\_  
                  Street Address: \_\_\_\_\_  
                  City, State/Province: \_\_\_\_\_  
                  Postal Code: \_\_\_\_\_  
                  Country: \_\_\_\_\_  
                  Phone Number: \_\_\_\_\_  
                  E-mail Address: \_\_\_\_\_

BILLING CONTACT (if different from above):

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State/Province: \_\_\_\_\_  
Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

herein called "Client", "You", or "Your" and outlines specific conditions and services provided by Mill House and utilized by Client. Client above personally accepts responsibility for all charges arising from this Contract.

NAME OF EVENT ("Your Event"): \_\_\_\_\_

OFFICIAL EVENT DATE(S): \_\_\_\_\_

ANTICIPATED ATTENDANCE: \_\_\_\_\_

\_\_\_\_ Initials of Client's Authorized Representative  
\_\_\_\_ Mill House Representative

**EVENT INFORMATION**

Based on the requirements outlined by Client, the Mill House has reserved the function space set forth on the below Function Information Agenda/Events Agenda.

All function space, food and beverage, and related services are subject to applicable taxes (currently 4.166%) and service charge (currently 21%) in effect on the date(s) of the event. Mill House reserves the right to adjust function space in direct proportion to any changes in the number of attendees.

Date	Start Time	End Time	Description	Setup	Headcount	Location
<i>example only</i>	<i>4:00pm</i>	<i>5:00pm</i>	<i>Wedding</i>	<i>Cocktail Rounds</i>	<i>125</i>	<i>Gazebo</i>

**CURRENT CATERING MINIMUM RATES**

Mill House’s current minimum catering prices are as follows:

- Breakfast:                   \$ \_\_\_\_\_ per person
- Lunch:                        \$ \_\_\_\_\_ per person
- Dinner:                      \$ \_\_\_\_\_ per person

Client must meet per person minimum food price for each appropriate meal period. These quotations do not include any applicable Hawaii State tax (currently 4.166%) and a taxable service charge of 20%. All food and beverage served in the Mill House must be purchased from the Mill House.

**FOOD AND BEVERAGE ATTRITION/CANCELLATION**

The Mill House is relying upon the food and beverage functions outlined on the Function Information Agenda/Event Agenda. Client agrees that a loss will be incurred by Mill House if there is a cancellation of food and beverage functions.

Client agrees that it will provide Mill House minimum food and beverage revenue of \$ \_\_\_\_\_ exclusive of taxes and service charges (“Agreed Event F&B Revenue”). If Client fails to meet the minimum food and beverage revenue (“Agreed Event F&B Revenue”), the difference between the actual consumption revenue and the \$ \_\_\_\_\_ minimum food and beverage revenue will be charged to the Client’s Event as miscellaneous revenue.

**SPECIAL CONCESSIONS**

Mill House will provide Client the following special concessions:

Concessions
<i>Example 1. Bartender fee for 4 hours waived (Valued at \$600.00)</i>

\_\_\_\_ Initials of Client’s Authorized Representative  
 \_\_\_\_ Mill House Representative

\_\_\_\_\_

**ADVANCE PAYMENT SCHEDULE**

The payment schedule for your Event is outlined below:

Deposit Type	Due Date	Amount Due
Initial Deposit		\$
Additional Deposit		\$
Final Deposit		\$

At the time of confirming this Event, \$\_\_\_\_\_, which represents **30%** of current reception estimate of charge is due. The initial deposit is non-refundable and non-transferrable. At 60 days prior to the event, **50%** of the remaining balance is due based on the estimate of charges at that time, currently, estimated at \$\_\_\_\_\_. At 30 days prior to the event, the remaining balance of **20%** is due, currently estimated at \$\_\_\_\_\_.

**PAYMENT BY CREDIT CARD OR CHECK**

If Client wishes to pay any portion of its obligation by credit card, attached credit card authorization form must be filled out, signed, and returned prior to execution of this Agreement.

**CLIENT CANCELLATION**

Client is required to notify the Mill House in writing of any cancellation of the Event. Client acknowledges that if it cancels its planned Event, this action constitutes a breach of Client's obligation to the Mill House and the Mill House would be harmed. Client therefore agrees to pay the Mill House, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, based on the following schedule:

**CANCELLATION FEE SCHEDULE**

Number of Days Prior To Event Written Notice of Cancellation is Received	Percentage of Food and Beverage Revenue
0 – 30 days	<b>100%</b> of Estimate of Charges
Contract Signature – 31 days	Initial Deposit Amount of \$_____ (30% of Event Estimate of Charges)

**VENDOR CANCELLATION**

The Mill House may reserve vendors from The Mill House approved vendor list to service your Event as you request. Should you cancel or change a confirmed vendor, a cancellation fee may be incurred. Vendor cancellation fee varies depending on the selected vendor, their services and their policy.

**CATERING REQUIREMENTS**

All reservations for private banquet services are made upon and subject to the rules and regulations of The Mill House and the following catering requirements:

- The menu and all other details of the Event are to be finalized a minimum of 3 weeks prior to the date of the Event.
- The Mill House requires the final guaranteed number of attendees be communicated by Client to the catering office no later than 12:00 p.m., three (3) business days prior to the date of Your Event. If the guaranteed number is not provided, the billing will be for the greater of the following: (i) The number of persons for which

\_\_\_\_ Initials of Client's Authorized Representative  
\_\_\_\_ Mill House Representative

the Event was originally booked, or (ii) The number of persons in attendance. The Mill House will prepare for five percent (5%) above the guaranteed number of attendees, if requested by Client in advance.

- All displays, exhibits and decorations must conform to, and comply with the rules and regulations of the Mill House, the Building Codes, and Fire Ordinances, and should be free standing without attachment to walls, ceilings or floors.
- This Contract is subject to all applicable federal, state, and local laws, including health and safety codes, Maui County Liquor laws, disability laws, and the like. The Mill House and the Client agree to cooperate with each other to ensure compliance with such laws.
- The Mill House (also referred to in this section as contractor) shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Mill House premises in performing its obligations under this Agreement.
- The Mill House shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor, Office of Federal Contract Compliance Programs. The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. Code 60.1-4, 60-300.5(a) and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. Code 60.1-4, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
- The Mill House also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.
- To the extent applicable, Mill House shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

#### **IMPOSSIBILITY**

The performance of this Contract is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party - such as acts of God, war, acts of terrorism, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities - to the extent that such circumstance makes it illegal or impossible for the Mill House to provide, or for groups in general to use, the Mill House facilities. The ability to terminate this Contract without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting for the the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

#### **CHANGES, ADDITIONS, STIPULATIONS OR LINING OUT**

Any changes, additions, stipulations, or deletions, including corrective lining out by either Mill House or Client, will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

#### **LITIGATION EXPENSES**

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

#### **OUTSIDE FOOD AND BEVERAGE POLICY**

\_\_\_\_ Initials of Client's Authorized Representative  
\_\_\_\_ Mill House Representative

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Mill House, and must be consumed on the Mill House premises.

**LIQUOR LICENSE**

Client understands that Maui County Liquor Laws and The Mill House's liquor license requires that beverages only be dispensed by Mill House employees or bartenders. Alcoholic beverage service may be denied to those guests that appear to be intoxicated or are under age.

**IN-HOUSE EQUIPMENT**

Mill House will provide, at no charge, a reasonable amount of Event equipment (for example, banquet chairs, dinner tables, indoor dance floor, indoor stage, etc.). These complementary arrangements do not include special setups or extraordinary formats that would deplete Mill House's present in-house equipment to the point of requiring rental of an additional supply to accommodate Client needs. If such special setups or extraordinary formats are requested, Mill House will present Client two (2) alternatives: (1) charging Client the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

**UNATTENDED ITEMS/ADDITIONAL SECURITY**

The Mill House cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Mill House for security of a limited number of valuable items. If Client requires additional security with respect to such items for any other reason, the Mill House will assist in making these arrangements. All security personnel to be utilized during the Event(s) are to subject to Mill House approval.

**USE OF OUTSIDE VENDORS**

All vendors for your Event(s) must be coordinated through The Mill House's Meeting and Special Events Manager/Wedding Manager, utilizing Mill House approved vendors, All decor, floral, and entertainment for event(s) must be coordinated through The Mill House utilizing Mill House approved vendors. Clients are not allowed to provide own vendors, decor, floral, entertainment for their event at The Mill House.

Mill House understands that Client is providing following vendors that are reserved directly by Client.

- \_\_\_\_\_
- \_\_\_\_\_

Client is required to provide Mill House with a copy of the general liability insurance in the amount of one million dollars from entertainers, General liability insurance to have the following information included:

Certificate Holder:

Nice People, LLC, dba The Mill House  
1670 Honoapiilani Hwy.  
Wailuku, HI 96793

Additional Insured:

MTP Land Partners, LLC and  
William S. Filios Separate Property Trust  
1670 Honoapiilani Hwy.  
Wailuku, HI 96793

Should Client provide own vendors and services besides what are listed above, conditions and pricing will change. Conditions and pricing change to include, but are not limited to:

- Increase of Food and Beverage Minimum assessment to \$\_\_\_\_\_.
- Rental fee for Function Space at \$\_\_\_\_\_.

\_\_\_\_ Initials of Client's Authorized Representative  
\_\_\_\_ Mill House Representative

Client will release the Mill House from any liability and responsibility from entertainers provided by Client from following but not limited to:

- Level of Service
- Punctuality of set up / performing time
- Communication of Event flow/Agenda

**ACCEPTANCE**

Please sign and return a copy of this Event Contract by \_\_\_\_\_. Once signed by both parties, this Event Contract will constitute a binding contract between the parties. The Contract may not be modified, amended or changed except by a written document executed by all the parties to the Contract. By executing below, each party warrants and represents that it is duly authorized and has the requisite approval to bind the entity, which it represents.

At any time prior to the contract due date of \_\_\_\_\_, should another organization request your space, you have the right of first refusal for two (2) business days to sign the contract, or the Mill House has the right to change the status of this booking to a second option.

Upon receipt of the signed contract, the Mill House will accept this as your acknowledgement that all details are correct and in order as outlined. The Mill House will return a countersigned copy of the Event Contract to Client. Signing of this letter will serve as a Contract to all published Mill House policies, procedures, and cancellation clauses.

The Mill House and the Client have agreed to and have executed this Event Contract by their authorized representative as of the dates indicated below.

**SIGNATURES**

Approved and authorized by Client:

Name: (Print)

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Approved and authorized by The Mill House:

Name: Albert Boyce  
Title: Manager

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_



Credit Card Authorization Form

Dear Sir/Madam,

Please provide all the information requested below to ensure prompt processing of your application. We ask you to please sign and date the form before submission. Please fax the completed form to The Mill House Event/Wedding Sales Office at (808) \_\_\_\_\_, or email to millhousemaui@gmail.com.

Cardholder Information

Name as it appears on the credit card:							
Card type:	Visa	MC	Amex	Diners/CB	Discover	JCB	
Account type: Individual (personal credit card)				Name:			
Account type: Corporate (Company Name)				Name:			
Account number:				Exp. Date:			
Address: (where statement is mailed)							
City, State and Zip Code							
Phone number:				Fax or alternate number:			

Guest Information

Guest name:							
Company:							
Phone number:				Fax or alternate number:			
Relation to cardholder:		Relative		Friend		Business Associate	Other

I certify that all information is complete and accurate. I hereby authorize The Mill House to collect payment for all charges as indicated in the Rate Information and Approved Charges section of this form by processing a charge to the credit card listed above. Charges must not exceed \_\_\_\_\_ for the entire Event. I certify that I am the authorized signer of the credit card listed above.

Cardholder name: (Printed)	
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Cardholder signature:	Date:
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**THE MILL HOUSE**  
ESTIMATE OF CHARGES

Event Name: \_\_\_\_\_

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

	UNITS	UNIT COST	TOTAL
<b><u>FOOD</u></b>			
Description 1	000	00.00	\$ 0,000.00
Description 2	000	00.00	\$ 0,000.00
Description 3	000	00.00	\$ 0,000.00
Description 4	000	00.00	\$ <u>0,000.00</u>
		<b>SUB TOTAL:</b>	\$ 0,000.00
		<b>20% SERVICE FEE:</b>	\$ 0,000.00
		<b>4.166% TAX:</b>	\$ 000.00
 <b><u>BEVERAGE</u></b>			
Description 1	000	00.00	\$ 0,000.00
Description 2	000	00.00	\$ 0,000.00
Description 3	000	00.00	\$ 0,000.00
Description 4	000	00.00	\$ <u>0,000.00</u>
		<b>SUB TOTAL:</b>	\$ 0,000.00
		<b>20% SERVICE FEE:</b>	\$ 0,000.00
		<b>4.166% TAX:</b>	\$ 000.00
 <b><u>ADDITIONAL ITEMS</u></b>			
Description 1	000	00.00	\$ 0,000.00
Description 2	000	00.00	\$ 0,000.00
Description 3	000	00.00	\$ 0,000.00
Description 4	000	00.00	\$ <u>0,000.00</u>
		<b>SUB TOTAL:</b>	\$ 0,000.00
		<b>20% SERVICE FEE:</b>	\$ 0,000.00
		<b>4.166% TAX:</b>	\$ 000.00
 <b><u>EVENT SPACE</u></b>			
Description 1	000	00.00	\$ 0,000.00
Description 2	000	00.00	\$ <u>0,000.00</u>
		<b>SUB TOTAL:</b>	\$ 0,000.00
		<b>4.166% TAX:</b>	\$ 000.00
FOOD / SERVICE FEE / TAX TOTAL:			\$ 0,000.00
BEVERAGE / SERVICE FEE / TAX TOTAL:			\$ 0,000.00
ADDITIONAL ITEMS / TAX TOTAL:			\$ 0,000.00
<b>TOTAL RECEPTION / DINNER ESTIMATE:</b>			<b>\$ 0,000.00</b>
 <b>INITIAL DEPOSIT (30%):</b>			<b>\$ 0,000.00</b>
<b>ADDITIONAL DEPOSIT (35%):</b>			<b>\$ 0,000.00</b>
<b>FINAL DEPOSIT (35%):</b>			<b>\$ 0,000.00</b>

\_\_\_\_ Initials of Client's Authorized Representative  
 \_\_\_\_\_ Mill House Representative