

EVENT CONTRACT

Effective November 8, 2021

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.

COVID-19: Because of the COVID-19 pandemic, the federal, state and local governments have issued various rules, regulations and orders with which CWK must comply (the “COVID Rules”). Currently, the COVID Rules permit the event, subject to conditions contained in Emergency Order 2015-15 dated October 27, 2021 (“EO 2015-15”). In addition to the risks to CWK staff and your guests as well as the substantial penalties for non-compliance, we will require full compliance with the COVID Rules. Accordingly, you understand and agree that, as required by the COVID Rules:

- The maximum number of attendees (which includes the host, all guests including all children and any entertainers) at your event may not exceed 60. Under EO 2015-15, the total number of individuals in the venue, including event attendees, CWK staff and others, may not exceed 50% of the capacity of our facility. The maximum number for your event takes into account CWK staff and others that may be present at the venue during your event.
- Under EO 2015-15, for events anticipating 50 or more attendees, CWK must submit the event to the County for approval at least 10 days in advance and must receive approval before the event is held. We will submit the event for approval after you have signed this Contract and made the downpayment.
- CWK must be provided with the names, addresses and phone numbers of all event attendees to comply with the COVID Rules Sign-in Data requirement. Also, prior to the event, all attendees must provide proof of full vaccination with matching identification. The original, a photocopy, or a digital copy of a government or healthcare provider-issued vaccination card which includes the name of the person vaccinated, the type of vaccine provided and the date of the last dose administered is acceptable. To save time and avoid delays checking in your attendees, we encourage you to provide the list and proof of vaccination status to CWK at least several days prior to the event. No one will be admitted to the event unless their name is on the list and they provide a photo ID at check-in confirming their identity; if you have not previously submitted proof of their vaccination status, that will also be required at check-in.
- “Full vaccination” means more than 2 weeks have passed since the individual received, as applicable, the second dose of a two-dose series vaccine or a single dose vaccine.
- Everyone must wear face coverings over their noses and mouths at all times except when actively eating or drinking, unless exempted by the COVID Rules (e.g., children under the age of 5). Individuals who are exempt under the COVID Rules from wearing a face covering must use a face shield.
- A physical distance of at least 10 feet must be maintained between the performers and the guests. Performers must wear face coverings at all times (unless actively singing).

- Guests (as opposed to paid performers) are discouraged from singing or playing wind instruments or engaging in similar activities that increase the presence and propulsion of respiratory droplets in the air. Karaoke machines are not permitted.
- A self-service buffet is not permitted. Rather, each table will be called individually to a service line, where our staff will serve your guests. The person in charge of the event will coordinate with the host as to timing for bringing out the food.

If there are any changes in the COVID Rules prior to the date of the event, compliance with any more restrictive rules will be required. If the COVID Rules are changed so as to no longer permit the event, then the event will be cancelled without penalty for, or claim against, either party.

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 is provided in quantities based on the final guaranteed guest count; it is not an “all you can eat” menu. Any leftover food may be taken home in containers which CWK will provide. It will not be repacked in individual plates or boxes.

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: The charge for the function is based on the total number of guests, which, for this purpose, means those attending the function other than as entertainers unless you intend to provide food for the entertainers as well. A minimum guaranty of 25 guests (not including children 5 years old or 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 (but in no event may the total number of guests exceed the limit under the COVID Rules). 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 tablecloths, food and beverages, and plates and cups etc. based on the final guaranteed guest count.

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. For your convenience, an estimated cost, based on your current plans, is attached to this Contract. The final, actual cost will be calculated once you provide the guaranteed guest count, make your final menu selection and confirm the hours for the event. **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, damage 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 a written cancellation of the event is received less than a month but at least 2 weeks prior to the event, a 50% refund of the deposit will be given. No refund of the deposit will be given if a written cancellation of the event is received less than 2 weeks prior to the event.*** However, if the event is cancelled because it is no longer permitted under the COVID Rules, your full deposit will be returned.

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/Supervisor. Sorry, no personal checks or traveler's checks are accepted.

EVENT HOURS: Events may be hosted between the hours of 9 a.m. and 3 p.m. 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/Supervisor, events may continue after 3 p.m. for a charge of \$100 per hour or portion thereof up to 5 p.m.; however, the latest that food may be served is 2:00 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 or responsibility 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 are 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/Supervisor in writing. All outside entertainment will be under your supervision and you will be responsible for any damages/misconduct of the entertainers. You will also be responsible for providing proof of full vaccination and identity of the entertainers. Any sound systems, projectors, etc. must be pre-approved by a Manager/Supervisor in writing. Karaoke machines are not permitted.

SPECIAL REQUESTS/WALK-THRU: All special requests, including any items described above as requiring pre-approval by a Manager/Supervisor, are to be listed below. Any special set-up requests will require a walk-thru with a Manager/Supervisor 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 25, excluding children 5 years or younger):
_____ Guests _____ Children 5 years or younger INITIAL _____
- Deposit Amount: \$ _____ (1/2 of the estimated cost of the event) 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 continuing beyond 3 p.m.: _____
 - Entertainment (including number of performers which is included in the maximum number of attendees): _____
 - Sound System/Projector: _____
 - 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/Supervisor

EVENT SET MENUS

(Children 5 or younger, 50% off the selected menu)

Menu A: \$25.00/person

Chow Mein
Beef Broccoli
Sweet Sour Spareribs OR Pork

Steamed White Rice
Garlic OR Orange Sauce Chicken
Crispy Kau Gee (one per person)

Menu B: \$28.00/person

Steamed White Rice

Choose **ONE** Starch:

Chow Mein
Fried Saimin

Chow Fun
Char Sui Fried Rice

Choose **FOUR** Entrees:

Beef Broccoli
Crispy Kau Gee (one per person)
Lemon Chicken
Shoyu Pork
Guava BBQ Pork
Shrimp w/Mix Vegetables
Sweet and Sour Fish
Pork Eggplant

Mongolian Beef OR Pork
Garlic Chicken
Orange Sauce Chicken
Chicken, Mushroom, Zucchini
Kalua Pig w/Cabbage
Sweet Sour Pork OR Spareribs
Stir Fry Mixed Vegetables

Menu C: \$34.00/person

Choose **TWO** Appetizers (one each per person)

Crispy Kau Gee
Pork Hash

Char Siu in Bun with Hoisin Sauce

Choose **TWO** Starches:

Hong Kong Chow Mein
Chow Fun
House Gravy Noodle

Ginger Chicken Fried Rice
Char Sui Fried Rice
Fried Saimin

Choose **FOUR** Entrees:

Beef Broccoli
Garlic Chicken
Orange Sauce Chicken
Kalua Pig w/Cabbage
Pork Eggplant
Stir Fry Mixed Vegetables
Salt and Pepper Fish
Garlic Fish
Guava BBQ Pork

Garlic Tofu Eggplant
Shoyu Pork
Shrimp w/Mix Vegetables
Sweet and Sour Fish
Sweet Sour Pork OR Spareribs
Chicken, Mushroom, Zucchini
Kung Pao Shrimp
Beef OR Chicken w/ String Beans

Two Drink Choices will be provided for all Set Menus.

All prices are per person and are subject to a 4.712% tax rate. Gratuity is not included.

Prices are subject to change at any time.

Any substitutions are subject to additional charges.

ESTIMATED COST

Based on your tentative selections and estimates, as noted below, the estimated total cost for your event is shown below. If you make changes in accordance with this Contract, such as by modifying the number of Guests on the date the Final Guest Count is due, the cost will be adjusted (up or down) accordingly.

Estimated Guest Count: _____ (Adults) _____ (Children 5 or younger)

Menu Selection:

Menu A (\$25.00/person) Total: \$ _____
(\$12.50/child 5 or younger) Total: \$ _____

Menu Selections:
Sweet Sour Spareribs ___ OR Sweet Sour Pork ___
Garlic Chicken ___ OR Orange Sauce Chicken ___

OR

Menu B (\$28.00/person) Total: \$ _____
(\$14.00/child 5 or younger) Total: \$ _____

Menu Selections:
Choice of Starch:

Choice of Four Entrees:

OR

Menu C (\$34.00/person) Total: \$ _____
(\$17.00/child 5 or younger) Total: \$ _____

Selections:
Choice of Two Starches:

Choice of Four Entrees:

Drink Selections: _____ AND _____

Menu Add-Ons (if any): _____ Total: \$ _____

Time: _____ a.m./p.m. to _____ a.m./p.m.
Extra Charge for After Hours (if applicable): \$ _____

Subtotal	\$ _____
Tax (4.712%)	\$ _____
TOTAL	\$ _____