

Big Island Restaurant Group, Inc

Banquet/Catering Terms and Conditions

We strive to provide you with professional planning knowledge that will create a perfect event for you and your guests, in addition, the following information will help you in planning your event. Please take some time to read through the below information and if you should have any questions, please feel free to contact us at any time.

CONDUCT OF EVENT

Patron agrees to inform and guarantee that all guests conduct themselves in an orderly manner in full compliance with applicable laws, regulations, and Catering Policies. Patron assumes full responsibilities for the conduct of all persons in attendance at the Function and for all damages done to any part of the restaurant premises during any time the premises are under the control of the patron, or Patron's agent, invitees, employees, or independent contractors employed by Patron. All damages will be billed to the Patron for the replacement cost plus labor.

INDEMNIFICATION

Patron hereby agrees to indemnify, defend, and hold harmless Big Island Restaurant Group, Inc (BIRG) and its employees and agents against all claims for loss, injury or damage to person or property, government charges, citations or fines, and all costs, including court costs and reasonable attorney's fee, arising out of or in connection with the function, including but not limited to the installation, maintenance, and removal of decorations and other personal property used for the function by Patron, the entertainment for the function provided by Patron, and the use of premises by Patron or any guest or agent of Patron or independent contractor hired by Patron.

LIQUOR LIABILITY

For the safety of everyone involved at the function, BIRG management staff, and its personnel has the right to refuse alcohol service to anyone at their sole discretion.

INITIAL RESERVATIONS

We would be glad to make a tentative reservation one year prior to your event date. To make your reservation definite all you have to do is return a signed copy of the Banquet Function Agreement along with a 50% deposit within two (2) weeks of receiving the initial Banquet Function Agreement.

ARRANGEMENTS & AGREEMENTS

All arrangements must be made in writing between the Patron and BIRG. Any verbal changes or revisions will not be guaranteed until the Banquet Function Agreement is updated, revised, and signed. Any change to the Banquet Function Agreement will be accepted via facsimile; only after confirmation with the Patron that the facsimile was received. It is preferred that all changes be done in person in the Banquet Office.

FUNCTION LOCATION

BIRG reserve the right to change the location of your function into another location within the restaurant as seen appropriate to the operation. If the Patron cancels the function as the result of the relocation, then the Patron will be entitled to 100% refund of their deposit provided it is not within seven (7) days of the function date.

PRICING

All food prices are guaranteed for sixty (60) days prior to your event date.

DECORATION, BANNERS & SIGNS

All decorations, banners, and signs must be approved by the Banquet Coordinator prior to the function and must be listed on the Banquet Function Agreement. Most standard decorations are allowed, however, the throwing or use of rice or confetti is not allowed. Any clean up or removal of decorations, banners, or signs by the staff of Big Island Restaurant Group will result in a \$250 plus tax additional fee.

ENTERTAINMENT

You are welcome to provide your own entertainment. Equipment requirements are the sole responsibility of the band or entertainers.

DEPOSIT

Your function's date and time will not be secured until a 50% deposit of your total bill is received. Cash, personal or company check will be accepted for your deposit; please make your check out to "Big Island Restaurant Group". Your deposit will be applied to your final bill.

Deposit received as of this day \$ _____

Additional deposit of \$ _____ is due by _____

CANCELLATION & DEPOSIT REFUND

Your deposit will be fully refunded (100%) if you cancel your function 2 weeks before your function date. Cancellation of your function less than seven (7) days in advance of the function, results in a 50% forfeiture of the total amount paid.

Last day to cancel for: 100% refund: _____ 50% refund: _____

GUARANTEE

We require a "Final" guarantee on the number of guests attending your function (no later than 7 days before your function) on this date: _____

Your "Final" guarantee count is the amount of guests you will be charged for. You will not be reimbursed for any amount lower than your "Final" guarantee count even if your actual count at the end of your function is below the "Final" guarantee count. Your initial guarantee count may not be less than 10 % of your "Over-Set" seat count. If you're "Final Count" at the end of your function is more than your "Final" guarantee count then you will be charged for the amount over your "Final" guarantee, payable at the end of the function. Initial: _____

PAYMENTS

All charges and/or additional charges must be settled at the end of each function, only by credit card or cash. Company or personal checks will not be accepted.

SERVICE CHARGE

All food, beverage, and related charges are subject to the pre-determined service charge.

ACCEPTANCE

If all arrangements of this Banquet Function Agreement meet your approval, please return a signed copy along with your deposit to our office by: _____

By signing this agreement, you agreed to all the terms and conditions set forth in this document.

Date information submitted to Patron: _____ Patron Signature: _____

Big Island Restaurant Group Representative: _____ Date: _____