



## Pagoda Restaurant & Catering Policies

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**Food and beverage reservations and agreements are subject to Pagoda Restaurant & Catering regulations, and are contingent on the following:**

**The term "Patron(s)" means the person or entity indicated on the Banquet Event Order.**

- 1. Deposit.** A deposit payment in accordance with the terms as stated in the tentative confirmation letter is required in advance of the function and shall be applied to the patron(s) account. Deposits are non-refundable should the function cancel before the scheduled date. For deposits made by check, there will be a \$50.00 fee for any returned checks. For deposits made by credit card, there will be a 5% reversal fee applied to all refunded credit card transactions.
- 2. Room Change/Room Setup.** Catering Management reserves the right to make room changes in accordance with the Guaranteed Count. \$100.00 fee for changes made after 72 hours prior to event.
- 3. Guaranteed Count.** Patron(s) agrees to notify the Catering Office (by noon, excluding weekends) at least one (1) week prior to the event of the guaranteed minimum number of persons that will attend. If the Catering Office is not notified, the number of persons noted on the tentative count on the Banquet Event Order will be considered the guaranteed minimum, the Catering Office shall not be responsible for accommodation of more than 5% over the guaranteed minimum. Decreases will not be accepted after the guaranteed count is turned in; however, we can accept Additions 72 hours prior to the function date up to 10% of guaranteed count. A 20% price increase on menu will be assessed for any increases made thereafter. A \$50 table drop fee may be assessed for additions made on the day of the event.
- 4. Full Payment.** Full payment based on the Guaranteed Count is due seven (7) days prior to the function date. In the event (Patron)s cancels the function less than 7 days prior to the function date, no refund of the Full Payment shall be given. In the event that a balance is due, it must be paid, in full, at the conclusion of the function by Credit Card or Cash payments only.
- 5. Service Charge.** In situations where 20% service charge appears, the following to apply:
  - \*All menu prices including alcoholic beverages are subject to a twenty percent taxable (20%) service charge and applicable taxes. The entire service charge is distributed to Pagoda Floating Restaurant and Catering employees as follows: (1) eighty-two (82%) of the service charge is distributed to Pagoda banquet service employees; and (2) eighteen percent (18%) of the service charge is distributed to Pagoda's managerial employees involved in providing the banquet service.
  - \*Room rental rates are subject to a twenty percent (20%) service charge and applicable taxes. The entire service charge is distributed to Pagoda Floating Restaurant and Catering employees as follows: (1) eighty-two percent (82%) of the service charge is distributed to Pagoda's banquet service employees; and (2) eighteen percent (18%) of the service charge is distributed to Pagoda's managerial employees involved in providing the banquet service.
- 6. Taxes.** All applicable Federal and State taxes are in addition to the prices agreed upon and will be charged accordingly.
- 7. Overtime.** Overtime on Banquet servers will be charged if the function has gone over the contracted time. A penalty fee of \$300 will be assessed if function has allotted the contracted time.
- 8. Parking.** Parking is based on availability at the rate of \$3.00 per car with validation for the duration (max 8 hours) of your event. **A \$50.00 charge will be applied to the bill if the parking stamp is not returned at the conclusion of the function. PLEASE NOTE: Banquet Parking is located on Kanunu Street where the Ross's clothing store is located. Guests who choose to park on Rycroft will be paying on an "hourly" basis.**

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9. **Increase in Costs.** All quotations are subject to adjustment to meet possible increased costs at the time of the scheduled function. Patron(s) permits the Catering office to raise prices or make reasonable substitutions when necessary and agrees to pay additional costs and accept such substitutions.
10. **Outside Food & Beverage.** Absolutely, Patron(s), Patron(s) guests, invitees, or attendees shall not bring any food or beverage into the ballroom from outside sources without the express written permission of the Catering Office. **Any outside food or beverages brought in the Banquet Facilities, will result in a \$5.00 fee per attendee and will be assessed with a \$200.00 penalty.** No food or beverage purchased from the Pagoda may be taken from the Banquet facilities. The Catering Office reserves the right to charge for the service of such items. Please inquire with the catering office for corkage fee on outside food.
11. **Service of food and liquor.** The food station is served for a duration of 1 and ½ hours. You and your guests may enjoy as much as they wish during the allotted time. No leftover food, however, may be taken out. In accordance with the liquor laws of Hawaii, the Banquet and Catering Department shall not serve liquor to persons under 21 years of age. Patron(s) agrees to abide with this law and acknowledges that Patron(s) will be held liable and shall indemnify and defend the Pagoda Floating Restaurant & Catering in any enforcement action of claim due to persons under 21 years of age consuming liquor.
12. **Decoration.** The Pagoda Floating Restaurant & Catering does not allow any decoration to be nailed, taped, tacked or attached to the walls, ceiling or any part of the room. We also do not allow confetti, glitter, fire or rice to be used in any event. All decorations must be removed immediately after event or a clean-up fee of \$100 will be applied. Clients must comply with all rules, regulations, and laws including but not limited to fire code regulations. **You (the patron) or any independent vendor retained by you are responsible for any damage to the Banquet room. You will be responsible for replacement charges of any loss or damage to equipment and /or property.** An earlier set up time may be requested dependent upon prior obligations of the banquet room. Should the banquet room be available for an early set up, an additional charge will be assessed. Please see your catering sales representative regarding charges.
13. **Entertainment.** Patron(s) is welcome to have entertainment at your function. Entertainers and vendors must bring all their equipment and provide a certificate of insurance. Pagoda will not be able to provide any equipment.
14. **Security Deposit.** Patron(s) is fully responsible for damage to the premises during the time premises are under the care, custody and control of Patron(s) or any independent vendor and/or contractor hired by Patron(s). Possession or risk of loss of any items left at the Pagoda Banquet Facility shall remain with Patron(s). Patron(s) specifically waives any claim or loss of damages to such items whether or not caused by any action or omission of the Pagoda Banquet Department, its agents or employees and shall indemnify, defend, hold and save the Pagoda harmless there from. (Arrangements must be made for security of exhibits, merchandise or artifacts set up for display prior to the planned event.) Patron(s) shall be responsible for loss or damage to equipment on loan or rented from the Pagoda and are under Patron's control or the control of any independent vendor or contractor hired by Patron(s). **If any such items are lost, stolen or damaged, Patron(s) will be liable for the replacement, repair or clean-up of the Banquet Facilities. Banquet facilities will be evaluated and charged accordingly (minimum \$500.00 for carpet cleaning, damage, repair to be evaluated) at the conclusion of your event.**

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- 15. Force Majeure.** The performance by the Pagoda Catering & Restaurant and its employees and agents of the catering function shall not be applicable if there shall occur, during the catering function, or prior to the catering function, any (i) strike(s), lockout(s), or labor dispute(s); (ii) the inability to obtain labor or material, or reasonable substitutes therefore; (iii) acts of God, adverse weather conditions, governmental restrictions, regulations, or controls, enemy or hostile governmental action, civil commotion, fire or other casualty or other conditions similar to those enumerated in this subsection (iv) beyond the reasonable control of the party obligated to perform; or (v) delays due to the act or omission of the other party. If the Pagoda or its employees and agents as the result of any of the above-described events, fail to perform any obligation on its part under this Agreement, then such failure to perform the necessary catering food and/ or services shall be excused. If an event is postponed or cancelled due to a force majeure event, Patron(s) may reschedule the catering function for a date mutually acceptable to Patron(s) and the Hotel, or a full refund of the amount paid by Patron(s) shall be made by the Pagoda floating restaurant & catering.
- 16. Covid Restrictions/Guidelines.** Patron(s) and guests must adhere to the current State of Hawaii Covid Restriction and Guidelines. A contact tracing sheet must be submitted to the catering manager at the end of your event. All guests are required to wear a mask and/or face protection. All guests will be required to undergo temperature check upon arrival and must not detect a fever for entry. PER HAWAII STATE TIER 3 GUIDELINES, Violation of any of the Orders is punishable as a misdemeanor, with fines of up to \$5,000, up to a year in jail, or both. Haw. Rev. Stat. § 127A-29; Mayor's Rules.
- 17. Disclaimer.** Consuming raw or undercooked meat, pork, shellfish, poultry, or eggs may increase the risk of foodborne illness.

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Signature

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Date

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Name of Function

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Date of Function