



2023 EVENT POLICIES & PRICING

2023 EVENT OPTIONS:

LARGE PARTY PRIX FIXE

- Fleetwood's on Front St. is happy to accommodate large parties up to 20 guests with a booking on our Rooftop, and up to 30 guests in our indoor Dining Room. Table arrangements will be determined by Fleetwood's on Front St. to best accommodate the group is seated as close together as possible.
- Parties of 15 or more are required to select one of our prix fixe menus for the entire group to enjoy. Each guest is provided a selection per course, tableside, on the night of the event.
- Fleetwood's on Front St. requires a credit card on file to confirm the reservation and to charge the final bill at the end of the dinner. Fleetwood's is happy to accommodate separate payments of 1 bill per table if preferred. Please be advised checks cannot be split further.
- Your reservation will be guaranteed for a maximum of 3 hours.
- There is a 14-day cancellation policy for all large party bookings with a \$100 per person charge if you do not provide proper cancellation notice.
- 25% gratuity will be automatically added to your final bill.

EVENT SPACE RENTAL OPTIONS – GROUPS OVER 20-30 GUESTS

CABANA RENTAL - **LUNCH** (OUTDOOR)

- \$5,000++ minimum spend for exclusive use between 11:00am – 3:30pm for a party up to 24 guests.
- \$250 non-refundable deposit to confirm event. This is included in the minimum spend amount.
- A \$1,000 space fee is included in your minimum spend.
- There is a 30-day cancellation policy. Your final guest count and menu choice must be submitted 14 days prior to your event.
- Tax and 25% gratuity additional.

CABANA RENTAL – **DINNER** (OUTDOOR)

- \$8,000++ minimum spend for exclusive use between 5:00 – 10:00pm for a party up to 24 guests.
- \$250 non-refundable deposit to confirm event. This is included in the minimum spend amount.
- A \$1,500 space fee is included in your minimum spend.

- There is a 30-day cancellation policy. Your final guest count and menu choice must be submitted 14 days prior to your event.
- Tax and 25% gratuity additional.

KIHEI CABANA AND DECK RENTAL - *LUNCH* (OUTDOOR, SOUTHEAST SIDE OF ROOF DECK)

- \$8,000++ minimum spend for exclusive use between 11:00am – 3:30pm for a party up to 44 guests, which includes utilizing bar seating: 36 guest maximum utilizing table seating.
- \$500 non-refundable deposit to confirm event. This is included in the minimum spend amount.
- A \$1,500 space fee is included in your minimum spend.
- There is a 30-day cancellation policy. Your final guest count and menu choice must be submitted 14 days prior to your event.
- Tax and 25% gratuity additional.

KIHEI CABANA AND DECK RENTAL – *DINNER* (OUTDOOR, SOUTHEAST SIDE OF ROOF DECK)

- \$12,000++ minimum spend for exclusive use between 5:00 – 10:00pm for a party up to 44 guests, which includes utilizing bar seating: 36 guest maximum utilizing table seating.
- \$500 non-refundable deposit to confirm event. This is included in the minimum spend amount.
- A \$2,000 space fee is included in your minimum spend.
- There is a 30-day cancellation policy. Your final guest count and menu choice must be submitted 14 days prior to your event.
- Tax and 25% gratuity additional.

KA'ANAPALI CABANA AND DECK RENTAL - *LUNCH* (OUTDOOR, NORTHWEST SIDE OF ROOF DECK)

- \$13,000++ minimum spend for exclusive use between 11:00am – 3:30pm for a party up to 70 guests.
- \$750 non-refundable deposit to confirm event. This is included in the minimum spend amount.
- A \$2,500 space fee is included in your minimum spend.
- There is a 30-day cancellation policy. Your final guest count and menu choice must be submitted 14 days prior to your event.
- Tax and 25% gratuity additional.

KA'ANAPALI CABANA AND DECK RENTAL – *DINNER* (OUTDOOR, NORTHWEST SIDE OF ROOF DECK)

- \$18,000++ minimum spend for exclusive use between 5:00 – 10:00pm for a party up to 70 guests.
- \$750 non-refundable deposit to confirm event. This is included in the minimum spend amount.
- A \$3,000 space fee is included in your minimum spend.
- There is a 30-day cancellation policy. Your final guest count and menu choice must be submitted 14 days prior to your event.
- Tax and 25% gratuity additional.

ROOFTOP BUYOUT - *LUNCH* (OUTDOOR)

- \$25,000++ minimum spend for Fleetwood's exclusive rooftop from 11:00am – 3:30pm. Maximum guest count limited to 160.
- \$1,500 non-refundable deposit to confirm event. This amount is included in minimum spend.
- A \$5,000 space fee is included in your minimum spend.
- There is a 30-day cancellation policy and your final guest count, and all event details must be submitted 14 days prior to your event.
- Tax and 25% gratuity additional.

ROOFTOP BUYOUT – *DINNER* (OUTDOOR)

- \$35,000++ minimum spend for Fleetwood's exclusive rooftop from 5:00 – 10:00pm. Maximum guest count limited to 160.
- \$1,500 non-refundable deposit to confirm event. This amount is included in minimum spend.
- A \$6,000 space fee is included in your minimum spend.
- There is a 30-day cancellation policy and your final guest count, and all event details must be submitted 14 days prior to your event.
- Tax and 25% gratuity additional.

MAIN DINING ROOM RENTAL - *LUNCH* (INDOOR)

- \$15,000++ minimum spend for up to 60 guests for our Indoor Main Dining room space from 11:00am – 3:30pm with the adjacent bar open to the public, unless requested (see below).
- \$750 non-refundable deposit to confirm event.
- A \$2,500 space fee is included in your minimum spend.
- There is a 30-day cancellation policy and your final guest count, and all event details must be submitted 14 days prior to your event.
- Tax and 25% gratuity additional.

MAIN DINING ROOM RENTAL – *DINNER* (INDOOR)

- \$18,000++ minimum spend for up to 70 guests for our Indoor Main Dining room space from 5:00 – 10:00pm with the adjacent bar open to the public, unless requested.
- \$750 non-refundable deposit to confirm event.
- A \$3,000 space fee is included in your minimum spend.
- There is a 30-day cancellation policy and your final guest count, and all event details must be submitted 14 days prior to your event.
- Tax and 25% gratuity additional.

MAIN DINING ROOM, BAR & LOUNGE RENTAL- *LUNCH* (INDOOR)

- \$20,000++ minimum spend for up to 116 guests, utilizing bar seating in addition to the Lounge and Indoor Main Dining room space from 11:00am – 3:30pm: 103 guests maximum without bar seating.
- \$1,500 non-refundable deposit to confirm event.
- A \$3,500 space fee is included in your minimum spend.

- There is a 30-day cancellation policy and your final guest count, and all event details must be submitted 14 days prior to your event.
- Tax and 25% gratuity additional.

MAIN DINING ROOM, BAR & LOUNGE RENTAL – *DINNER* (INDOOR)

- \$25,000++ minimum spend for up to 116 guests, utilizing bar seating in addition to the Lounge and Indoor Main Dining room space from 5:00 – 10:00pm: 103 guests maximum without bar seating.
- \$1,500 non-refundable deposit to confirm event.
- A \$4,500 space fee is included in your minimum spend.
- There is a 30-day cancellation policy and your final guest count, and all event details must be submitted 14 days prior to your event.
- Tax and 25% gratuity additional.

2-LEVEL BUYOUT – *LUNCH* (ENTIRE RESTAURANT)

- \$40,000++ minimum spend for exclusive use of Fleetwood's on Front St. 2-Level restaurant. Guest count limited to 276: 160 outside and 116 inside from 11:00am – 3:30pm
- \$2,500 non-refundable deposit to confirm event.
- A \$7,000 space fee is included in your minimum spend.
- There is a 30-day cancellation policy and your final guest count, and all event details must be submitted 14 days prior to your event.
- Tax and 25% gratuity additional.

2-LEVEL BUYOUT – *DINNER* (ENTIRE RESTAURANT)

- \$60,000++ minimum spend for exclusive use of Fleetwood's on Front St. 2-Level restaurant. Guest count limited to 276: 120 outside and 11am 116 inside from 5:00pm – 10:00pm.
- \$3,000++ non-refundable deposit to confirm event.
- A \$10,000 space fee is included in your minimum spend.
- There is a 30-day cancellation policy and your final guest count, and all event details must be submitted 14 days prior to your event.
- Tax and 25% gratuity additional.

SITE INSPECTIONS

Pop-in site inspections will no longer be allowed. Site Inspections are only available during our open hours of operation: 11am - 10pm. Please email our Director of Events at events@fleetwoodsonfrontst.com to confirm a time when a manager is available to escort you and the client on a tour. A minimum of 24-hour notice is appreciated. Site Inspections are not available on days previously booked for an event.

INCLUDED WITH YOUR EVENT

- Dedicated professional service staff based on guaranteed guest count.
- Tables, chairs, white linens, napkins, candle votives.
- Personalized Event Director to help plan, guide, and facilitate your event.
- Access to the very best in entertainment, florals, ingredients, and special touches for your event such as and not limited to a full photo booth, custom printed menus.
- A dedicated culinary team that considers allergies, preferences, and accommodations.

FOOD AND BEVERAGE MINIMUMS

The food and beverage portion of your event is required to be pre-determined and pre-paid. **All alcohol must be consumed on site and no alcohol will be available to go per Maui County liquor laws.** If additional food/beverage is ordered at the event, the additional charge plus tax and service charge will be billed to you at the completion of service. All pre-paid food and beverage minimum amounts are for the sole use towards your event date and time outlined in your contract. Unused amounts are non-transferrable or extendable.

FOOD & BEVERAGE

Fleetwood's on Front St. policy requires that all food and beverages be consumed on premise and purchased solely through Fleetwood's on Front St.. All federal, state, and local laws related to food and beverage purchases and consumption will be strictly enforced. Food and beverage prices will be guaranteed up to three (3) months prior to the Event Date. Hawaii State Tax and 25% Service Charge will be applied to all Food and Beverage sales. No portion of the service charge is applied to expenses other than wages, commission, and tips of employees.

MENU

This Agreement includes the attached, agreed-upon menu ("Event Menu"). Fleetwood's on Front St. will accept modifications to the menu up to fourteen (14) calendar days prior to an event and thirty (30) calendar days prior to a full-restaurant buyout. Any requested menu modifications are subject to Fleetwood's on Front St.'s approval. Modifications that Fleetwood's on Front St., in its sole and absolute discretion, deems equivalent substitutions to the event menu shall incur no charge to the client. Modifications that Fleetwood's on Front St., in its sole and absolute discretion, deems to exceed the value of the event menu shall be charged accordingly. If you are interested in trying the food ahead of time, we recommend making a reservation for dinner and ordering off our dinner menu, as it is very similar to the event menu. Passed Appetizers are not on our restaurant dinner menu so they must be ordered in advance, if they are available for the date and time you are interested in. They will be at additional cost. Please inquire ahead of time to see if it is an option.

BEVERAGE SERVICE

The beverage portion of the event is charged on consumption ++ (+4.166% HI State tax & 25% service charge). In order to meet your minimum-spend requirement, there may be a pre-paid portion of your beverage tab required. Any additional bar on consumption++ will be billed to you at the end of the event or charged to the card on file. If you wish to establish a maximum limit on the hosted beverage

tab, please let us know. Please be advised that an exact amount cannot be guaranteed due to various drink prices, however we will strive to adhere to the maximum limit established.

MAUI COUNTY LIQUOR LAWS

- Any fines incurred during the event, given by the Liquor Commission, will be charged to the Client.
- No guests are permitted to be in the building later than 2am.
- No alcohol is to leave the building.
- No alcohol is allowed on dance floors or stages.
- Lighting must be light enough to identify guests to their photo ID.
- No nudity or profanity is allowed.
- No auctions are allowed without prior permitting.
- Alcohol must be measured, and drinks are not permitted to have more than 3oz liquor each.
- Guests may not carry more than 2 drinks.
- Dance floors must be marked and measured.

GUEST COUNT GUARANTEE

Final guest count is due no later than 14 calendar days prior to the event date. If a final guest count is not submitted fourteen days prior, the tentative guest count will serve as the guaranteed count. Based on the guaranteed count, full pre-set menu price++ will be charged for all no shows. All guests added onto the event above the guaranteed count will be billed at the conclusion of the event. Tax and service charge will be calculated in addition to the pre-set pricing added on for each extra guest.

TABLE CONFIGURATIONS

All table configurations will be set by Fleetwood's on Front St. We will consider guest attendance and optimize the space available. Any change to an event's floor plan must be requested 14 days in advance. Floor plan changes that obstruct walkways will not be considered.

DECORATIONS & SETUP

- Fleetwood's on Front St. offers add-ons including but not limited to; floral arrangements, special event lighting, themed decorations, candles, party favors, and more. We can arrange all the details according to your event needs and ensure professional service from our talented team of decorators and florists. Allow our team of professionals to enhance your special day with personalized designs matching your color scheme or event category.
- Decorations and/or furniture provided by the client must be approved by Fleetwood's on Front St. at least 30 calendar days prior to the event. Fleetwood's on Front St. does not accept responsibility for any client supplied decoration that malfunctions, does not work due to weather conditions or is broken prior to or during the event. No open flame is permitted in any decoration. For lighted decorations, we recommend battery operated candles including votive candles. **Client must supply and install all batteries needed for decorations.**
- All approved decorations supplied by the client and installed by Fleetwood's must be delivered to the event coordinator by appointment no later than 24 hours prior to the event. All delivered decorations must be labeled with the client's name and the event date. There will be a handling

fee associated with the installation of decorations. If the client wishes to take the decorations after the event, the client is responsible for dismantling all decorations and disposing of the decorations at the conclusion of the event.

- If you wish to have alternate furniture, you must arrange for your own movers/personnel to deliver and install. If Fleetwood's furniture must be removed, you will be charged an additional \$500-\$1,000 furniture removal fee plus the cost of any storage if applicable.
- Fleetwood's on Front St. is not responsible for any items that remain after the conclusion of an event.

DELIVERIES

All deliveries must be arranged through the Fleetwood's on Front St. Events Department. Special arrangements must be made in advance for receiving equipment, goods, displays, or other materials brought to the Premises. Failure to do so may result in deliveries being refused.

PERSONAL PROPERTY

Fleetwood's on Front St. cannot assume responsibility for personal property and equipment brought into the Premises prior, during or following the Event.

ENTERTAINMENT

- We have a stage for live entertainment on both levels of our venue. We can offer an extensive roster of musicians that would enhance your special day. The live entertainment is dependent on the style of event you would like. We will assist you in determining the best option for your event as well as for your budget.
- **We require all live entertainment to be booked by Fleetwood's on Front St. and is only available for entire floor or full buyouts.**
- Fleetwood's on Front St. has complete control over sound for all entertainment.
- For non-buyout events, they cannot be turned off or down for speeches, etc. DJ services and playlists must be approved by Fleetwood's on Front St. In accordance with Maui County liquor laws, lyrical profanity is prohibited, and alcohol of any type is not allowed on stage.
- Noise ordinances prevent live entertainment later than 11pm outdoors. There is no exception to this.
- Entertainment may be ceased by Fleetwood's on Front St. management at their discretion and at stated end-time of event.

NO TICKET SALES

Client represents and warrants to Fleetwood's on Front St. that this event is a private function, and no tickets shall be sold to the public entitling the public to attend the event. Any breach of this provision shall serve as a basis for Fleetwood's on Front St. to terminate this agreement immediately. In the event of termination of this agreement by Fleetwood's on Front St. based on this provision, the parties acknowledge that Fleetwood's on Front St.'s damages shall be hard to determine, and the parties agree that any deposit previously paid by client to Fleetwood's on Front St. shall be retained by Fleetwood's on Front St. as liquidated damages.

ADVERTISING

Should Client desire to utilize the Fleetwood's on Front St. name, trademark, or logo in any form of invitations or advertisements (such as printed, electronic, audio, visual, web, social media) related to the event, whether for internal or external publication, Client shall submit such advertisements in advance to Fleetwood's on Front St. for Fleetwood's on Front St.'s prior written approval, as determined in its sole discretion. Client shall not produce any advertisements or invitations related to the Event that include the FLEETWOOD'S ON FRONT ST. name, trademark, or logo without first obtaining written permission and approval from Fleetwood's on Front St.

SECURITY

If Fleetwood's on Front St., in its sole discretion, determines that security is necessary for the Event, Fleetwood's on Front St. shall hire applicable security and the cost shall be the sole responsibility of Client in addition to the minimum cost. The client may hire outside security with Fleetwood's on Front St.'s approval. The Client is liable for all instances of damage, injury, legal fines, or litigation involving their hired security. The Client's security must adhere to all laws including those of the Maui Liquor Commission.

LIABILITY

Fleetwood's on Front St. reserves the right to inspect and control all private events and refuse service if management deems necessary. Damages to the Premises caused by Client or its guests, agents, employees, patrons, or invitees will be charged to Client. Client agrees to indemnify and hold Fleetwood's on Front St. harmless against all claims for injury or damage to persons or property, including damage to the Premises itself, arising out of any act, omission, negligence, or misconduct on the part of Client or any of its employees, independent contractors, agents, guests, patrons, or invitees.

TAX EXEMPT

Planners requesting tax-exempt status are required to submit a copy of their registered exemption certificate thirty (30) calendar days prior to the Event Date. Failure to do so may result in Fleetwood's on Front St.'s refusal of the request.

CREDIT CARD AUTHORIZATION FORM

A credit card must be held on file for any additional charges that incur during the event. This card will be charged at the commencement of the event. Any outstanding charges, including those that the client may incur during the event, are due at the conclusion of the event. Any applicable labor charges and state sales tax have been included in the total amount. Fleetwood's on Front St. accepts most major credit cards, cash, or company checks. Wire transfers will not be accepted.

CREDIT CARD COMPLIANCE

Fleetwood's on Front St. takes the protection of our customer's credit card information seriously. To support this effort, the transmission or reception of credit card numbers in an email is prohibited by Fleetwood's on Front St. and the Payment Card Industry Data Security Standards or (PCI-DSS). The

transmission of credit card numbers contained within this document is allowed by PDF attachment ONLY.

DEPOSIT SCHEDULE

1. 1st non-refundable deposit of 5% due within 14 days of "Mail Date".
2. 2nd and 3rd Deposits are due 45 and 30 days prior to event.
3. 50% of event total, less non-refundable deposit 45 days prior to event.
4. Remaining balance of event total due 30 days prior to event.
5. Exceptions to any of the above will not be considered.

PAYMENT TERMS

This signed Agreement must be returned with the event specific non-refundable administration fee within (14) calendar days from the date emailed or mailed to Client ("Mail Date"). If payment and/or executed Agreement are not received within fourteen (14) calendar days of Mail Date, Fleetwood's on Front St. may declare this Agreement null and void. If declared void by Fleetwood's on Front St. for untimely payment, Client forfeits any, and all deposits previously paid.

TAX AND SERVICE CHARGE

HI State tax of 4.166% and 25% service charge will be added to all event charges and does not apply toward the minimum spend amount.

CANCELLATIONS

CANCELLATION BY CLIENT:

Cancellation Schedule:

- 30 - 45 days' notice 35% cancellation fee of deposits paid
- 14 - 29 days' notice 45% cancellation fee of deposits paid
- 13 days or less notice 70% cancellation fee of deposits paid

Complete refund will be given should the cancellation be due to a Force Majeure Event.

A 4% fee will be deducted from all credit card refunds.

The administration fee is non-refundable, regardless of Force Majeure Event.

CANCELLATION BY FLEETWOOD'S ON FRONT ST.:

Client acknowledges that Fleetwood's on Front St. may terminate this agreement for Force Majeure Events, government mandated closures or restrictions that prevent the event from taking place, or full business closure upon a forty-eight (48) hour notice, and upon such termination, Fleetwood's on Front St.'s only obligation or liability upon such termination to Client is to refund any deposits paid by Client pursuant to this agreement with exception to the administration fee.

WEATHER EVENTS

Your event is only guaranteed for the floor that it is booked. If you are on the Rooftop and we have bad weather, it is not guaranteed that the event will be moved indoors. Please monitor the weather in the days surrounding your event, and have your guests prepare. We have handheld umbrellas and ponchos available should your guests need them. If you choose to cancel the event, the cancellation fees outlined in this contract will apply.

FORCE MAJEURE EVENT

The performance of this Agreement is subject to termination by either party without liability upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, disaster, strikes, civil disorder, pandemics, severe weather implications including, but not limited to, hurricanes, blizzards, earthquakes and tornados, to the extent that such circumstance makes it illegal or impossible to provide or use the Premises. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical but in no event longer than three (3) calendar days after learning of such basis. Upon termination by either party due to a Force Majeure Event, the Client may either obtain a full refund of any deposit previously paid with the exception of the administration fee or agree in writing with Fleetwood's on Front St. to apply any deposits to a rescheduling of the Event cancelled due to a Force Majeure Event so long as the cancelled and rescheduled Event is booked to take place within one (1) year of the initial Event Date.

COLLECTION FEES

Should Fleetwood's on Front St. employ an attorney to collect any amounts due hereunder, Client agrees to pay all costs incurred by Fleetwood's on Front St. including, but not limited to, reasonable attorney's fees, court costs and expenses.

INTEREST CHARGES

One- and one-half percent (1 ½%) interest per month will be charged on all past due invoices.

INSURANCE

- Client shall provide Fleetwood's on Front St. with evidence of Comprehensive General or Special Events Liability Insurance, Worker's Compensation and Employment Liability Insurance for claims against damages incurred by or on the Premises or surrounding common areas as a direct result of the Event ("Certificate of Insurance"). The following minimum coverage limits shall be required:
 - General Liability: \$1,000,000 per occurrence
 - Worker's Compensation: Statutory Requirements
 - Employer's Liability: \$500,000 per occurrence The Certificate of Insurance shall list Fleetwood's on Front St. as an additional insured under the liability insurance coverage.

PERFORMANCE

Performance of this Agreement is contingent upon the ability of Fleetwood's on Front St. management to complete the same and is subject to labor troubles, disputes, strikes, accidents, government (Federal, State or Municipal) requisitions and regulations, restrictions upon travel, mandates, unforeseen Premise closure, transportation, food, beverages, or supplies, and other causes, including a Force Majeure Event, whether enumerated herein or not, not under the control of Fleetwood's on Front St., or preventing or interfering with its performance obligations. Time is of the essence in connection with these terms and conditions. In no event shall the aggregate liability of Fleetwood's on Front St. exceed the total dollar amount actually paid by Client to Fleetwood's on Front St. immediately prior to the date on which the alleged damages were claimed to have occurred, regardless of the cause or form of action.

If the arrangements above and on the reverse meet with your approval, please sign where indicated below and return this Agreement to Fleetwood's on Front St., together with any Deposit Due, within fourteen (14) calendar days of receipt. Fleetwood's on Front St. will hold your space for only fourteen (14) calendar days, after which Fleetwood's on Front St. reserves the right to cancel this Agreement without liability. Only timely receipt of both the executed Agreement and the Deposit Due will confirm Client's reservation and guarantee Client's space.

Signature

Date