

HAWAIIAN PARADISE PARK OWNERS ASSOCIATION

PRIVATE FUNCTION RENTAL AGREEMENT

HC 3 Box 11000 • Keaau, Hawaii 96749

Phone (808) 966-4500 • Fax (808) 982-5198

www.hppoa.net info@hppoa.net

Hours of business: Monday - Friday 7:30 am - 4:30 pm

(Effective March 16, 2016)

Name of Applicant (Person or Organization): _____

If Organization, Name of Contact Person: _____

Block/Lot: _____ Mailing Address: _____

Phone Number: _____ Alternate Number: _____

Date(s) of Rental: _____ TIME: _____ A.M. / P.M. TO: _____ A.M./ P.M.

Type/Purpose of Function: _____ Number of Guests: _____

PLEASE NOTE THE FOLLOWING:

- If you are **not** already a lot owner, you must join as an Associate HPPOA Member at the time of deposit; membership is \$75.00 and expires one year from date of deposit.
- The deposit holds the Activity Center for your use. In order to receive your deposit back, minus \$50.00 inspection fee, make sure the Activity Center is clean and vacated by the end of your rental time. Failure to do so will result in \$50 to remove trash. Activity Center/kitchen or exterior cleanup fee to be determined on the extent of cleanup required.
- Do not staple, thumb tack or otherwise attach anything to the tables/chairs that will leave a hole or residue (tape) on the tables/chairs. You are responsible for removing all tape residues from affixing items to the tables/chairs. Any permanent damage to the tables/chairs caused by you or your guests will result in replacement of the table at your cost (in 2016 these tables cost \$150.00 at Costco).
- Make sure you include set up time and clean up time in your hours of rental. Deposit deductions of \$25 per 15 minutes if you are late for your opening and/or closing will be made.
- If the police are called for any complaint related to this rental, the full amount of the deposit will be forfeited.
- The Activity Center rent must be paid 2 weeks prior to your event.
- No vehicles are to be driven onto the Activity Center floor.
- No sale of alcoholic beverages is permitted.
- Amplified music or noise shall be kept to a reasonable level.
- No water slides or other water activities are allowed due to limited supply of water available.
- Premises must be clean and ready to vacate by **10:00 pm**.
- Any portion of the Activity Center not rented under this contract is available for rent by others and may overlap during hours covered under this contract. Please ensure others have door / room access.
- We reserve the right to refuse service.

*** Attention Long Term Regular Renters***

- Any changes to the Activity Center Calendar need to be turned in at least one week prior to the 1st of the month, otherwise you will be charged for all reserved times/dates in that month that we have blocked for your organization. Keys should be picked up & logged prior to event and returned promptly. The HPPOA office is closed on most Federal HOLIDAYS, no staff will be available, please plan accordingly.

The applicant does hereby reserve to rent from HAWAIIAN PARADISE PARK OWNERS ASSOCIATION, a Hawaii non-profit organization (hereinafter, the "HPPOA") those portions of the corporation's Activity Center, as marked on Schedule A of this agreement. Taking possession of the premises by the applicant shall constitute acknowledgment that such premises are in good condition. Applicant shall accept the premises in their presently existing condition, and the "HPPOA" shall not be required to make any alterations thereto. The applicant does agree to adhere to the terms and conditions set forth:

1. ELIGIBILITY: To be eligible to rent the Activity Center, a lot owner's road fees must be current to the point of not owing any more than the current year's road fees. (Effective: July 20, 2011, Board of Directors)
2. RENTAL FEE: The applicant agrees to pay a rental fee, in the amount shown on *Schedule A*. The rental fee shall be paid by means of cash, check, cashier's check, or money order a minimum of 2 weeks prior to rental date.
3. DEPOSIT: The applicant agrees to pay a deposit in an amount according to *Schedule A* within twenty-four hours of booking a reservation. A deposit of cash, check, cashier's check or money order shall be paid to guarantee the faithful performance of all the items in this agreement. Refundable portion of deposit shall be returned to the applicant within seven (7) working days after the event, subject to the following conditions:
 - A. CANCELLATION OF RESERVATION: Applicant may cancel this reservation by providing the "HPPOA" with a written cancellation not less than 2 weeks in advance. Failure to do so will result in forfeiture of the deposit.
 - B. DAMAGES: Applicant shall maintain all equipment, fixtures, furniture, etc., in good condition at all times. Applicant shall be responsible for the cost of repairing or replacing any "HPPOA" property that becomes damaged during or is missing at the close of the rental period, up to and beyond the amount of the deposit.
 - C. CLOSING/HOLDOVERS: In the event the applicant and/or guests fail to terminate their activities within the rental period, an additional hourly fee shall be charged. In all instances, activities and cleanup are to be concluded by **10:00 pm. Under no circumstances shall the building be left unattended or unlocked.**
 - D. CLEANUP: Applicant must provide plastic bags for rubbish and remove trash from the premises. Applicant must provide their own cleaning supplies, brooms & mops, paper towels & extra toilet paper. All areas used shall be swept clean and all decorations and similar items, including all signs, shall be removed. Chairs and tables shall be returned to the storage area. Failure to comply with any of the above shall constitute grounds for forfeiture of all or a portion of the applicant's deposit.
4. INTENDED USE: The applicant declares that the premises are being rented for the purpose(s) stated, and agrees that all activity on the premises shall be limited to such stated purposes, unless prior written consent for any other use(s) is obtained from the "HPPOA."

5. GENERAL CONDUCT: Good order and behavior shall be maintained on the premises at all times. The premises or any portion thereof shall not be used for any unlawful, disreputable or hazardous purpose. Music / noise shall be kept within a reasonable level, given the surrounding residential neighborhood. The applicant shall be responsible for taking appropriate action in the event of any misconduct or disorderly behavior.
6. ADVERTISING/SIGNS: Any media advertising by the applicant of any event to occur on the premises shall be with a dignified approach consistent with the reputation of the premises and the "HPPOA." All such advertising shall refer to the premises as the "HAWAIIAN PARADISE PARK OWNERS ASSOCIATION Activity Center at Maku'u Drive between 16th and 17th Streets." All such advertising shall specify the name of the sponsor of the event and shall refrain from making any implication whatsoever that the "HPPOA" is a sponsor or co-sponsor. Applicant shall not post any sign on the premises or in the vicinity without obtaining the advance written approval of the "HPPOA." One sign may be placed at the roadway entrance to mark the location for guests. Signs must be removed after the event.
7. ALTERATIONS: No alterations to fixtures or structures or additions of any character shall be made on or to the premises, unless written consent from the "HPPOA" is first obtained.
8. NO ASSIGNMENT: Applicant may not assign the reservation nor any right or privilege conferred by this agreement.
9. INSURANCE: The "HPPOA" requires that Organizations obtain insurance against liability for bodily injury and property damage, in an amount not less than \$1 million dollars, to assist the applicant in indemnifying the "HPPOA" as mentioned in the preceding paragraph. This policy shall insure both the applicant and the "HPPOA" and be issued by a company with a rating from AM Best of "C" or better. A certificate of insurance shall be submitted to the "HPPOA" at least two weeks in advance of the rental. **(Does not pertain to private party rentals).**
10. RIGHT TO OCCUPY PREMISES: The applicant is not a tenant, but rather a licensee. The right of the applicant to occupy the premises and conduct the intended activity shall continue only so long as all the terms of this agreement are strictly agreed to and complied with. If the terms of this agreement are violated, the "HPPOA" shall have full authority to re-enter and take full possession of the premises without the necessity of obtaining any legal process. The applicant stipulates that the "HPPOA" shall not be liable to prosecution or for damages for resuming possession of the premises.
11. INDEMNIFICATION: The applicant shall indemnify the "HPPOA" against and hold the "HPPOA" harmless from all expenses, liabilities, and claims by or on behalf of any person or entity arising out of:
 - A. A failure by the applicant to perform any of the terms or conditions in this agreement,
 - B. Any injury or damage happening on or about the premises, or,
 - C. Failure to comply with any law of any governing authority.

SCHEDULE "A"
Effective March 16, 2016

Weekend users are **subject to a four (4) hour minimum charge** for all locations, except library.

<u>LOCATION</u>	<u>RATES PER HOUR</u>
Library & Bathrooms	\$10.00
Field & Bathrooms	\$10.00
Main Room & Bathrooms	\$25.00
Kitchen & Bathrooms	\$30.00
Main Room & Kitchen/Bathrooms	\$50.00
Main Room & Kitchen & Library/Bathrooms	\$55.00

Other Fees:

- Deposit for nonprofit groups under 25 people using library: \$50
(\$25 refundable portion; \$25 inspection fee)
- Deposit for all others: \$150
(\$100 refundable portion; \$50 inspection fee)

FEES ARE SUBJECT TO CHANGE.

Portion of Activity Center to be used:

Main Room Kitchen Library
 Main Room & Kitchen Main Room / Kitchen / Library Field & Bathrooms

Deposit, Membership & Rental Fees Paid:

Deposit Amount: \$ _____ Form of Payment: _____ Date Paid: _____

Associate Membership Fee? YES NO \$ 75.00 Date Paid: _____
 (expires one year from this date: give Associate Membership Card)

Rental Amount: \$ _____ Form of Payment: _____ Date Paid: _____

I fully understand the terms and conditions of this rental contract and hereby agree that I and any other persons who will occupy the Activity Center during the period agreed to will honor them.

Applicant: _____ Date Signed: _____

HPPOA Staff: _____