

# Hawaiian Paradise Park Owners Association

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[www.hppoa.com](http://www.hppoa.com) [info@hppoa.com](mailto:info@hppoa.com)

Hours of business: Monday - Friday 8:30 am-4:30 pm

For opening/closing & other rental concerns after business hours:

Call Activity Center Volunteer: \_\_\_\_\_

Dear Activity Center Renter:

## **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 expires one year from date of deposit.
- The deposit holds the Center for your use. In order to receive your deposit back, minus \$25.00 inspection fee, make sure the Center is clean and vacated by the end of your rental time.
- Failure to do so will result in \$25 to remove trash; the Activity Center/kitchen cleanup fee to be determined on the extent of cleanup.
- Deposit deductions of \$25 per 15mins if you are late for your opening and \$25 for late closing. 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 72 hours prior to your event. For weekend rentals it's the Wednesday before.
- 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.
- Please notify office if you will be using water for recreational use, as you will be charged for water if the tank needs to be filled.
- Make sure you include set up time and clean up time in your hours of rental.
- Premises must be clean and ready to vacate by 10:00 pm
- We reserve the right to refuse service.

## **\*\*\* Attention Long Term Regular Renters\*\*\***

- Any changes to the Activity Center Calendar need to be turned in a week prior to the 1<sup>st</sup> of the month.
- Since those of you have set times to be blocked off on the calendar, you will be charged for all blocked off days in that month. (i.e., if you use the main room every Tuesday at 4:00 p.m. for 2 hrs, you will be charged for all Tuesdays in that month for the amount of hours normally used). If you know a month in advance that you will not be needing a certain day, let us know so we can book the Activity Center and you will not be charged for that day.

**HAWAIIAN PARADISE PARK OWNERS ASSOCIATION  
PRIVATE FUNCTION RENTAL AGREEMENT**

(Effective February 1, 2011)

Name of Applicant/Renter (Person or Organization): \_\_\_\_\_

If Organization, Name of Contact Person: \_\_\_\_\_

Mailing Address of Renter: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Number: \_\_\_\_\_

Date(s) of Rental: \_\_\_\_\_

Hours of Rental: From: \_\_\_\_\_ A.M. / P.M. To: \_\_\_\_\_ A.M./ P.M.

Type of Function: \_\_\_\_\_

Number of Persons Expected to Attend: \_\_\_\_\_

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 a 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. **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, cashier's check, or money order a minimum of 72 hours prior to rental date.
  
2. **DEPOSIT:** The applicant agrees to pay a deposit in an amount according to *Schedule B* within two (2) weeks of booking a reservation. Upon approval of this application, a deposit of cash, a cashier's check or money order shall be paid to guarantee the faithful performance of all the items in this agreement. Said deposit shall be refunded 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 72 hours 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 the stated end of the rental period. 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.

3. 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."
4. 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.
5. 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.
6. 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.
7. NO ASSIGNMENT: Applicant may not assign the reservation nor any right or privilege conferred by this agreement.
8. INSURANCE: The "HPPOA" requires that the applicant 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 seven (7) days in advance of the rental. (Does not pertain to private party rentals).
9. 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.
10. 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 February 1, 2011, the following rental rates will apply:

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

<b>Location</b>	<b>Hourly Rate</b>	<b>Minimum Rental Fee For Private Weekend Users</b>
Library	\$5.00	
Field & Bathrooms	\$10.00	\$40.00 up to 4 hours + hourly fee after 4 hours
Main Room	\$15.00	\$60.00 up to 4 hours + hourly fee after 4 hours
Kitchen	\$20.00	\$80.00 up to 4 hours + hourly fee after 4 hours
Main Room & Kitchen	\$30.00	\$120.00 up to 4 hours + hourly fees after 4 hours
Main Room & Kitchen + Library	\$35.00	\$140.00 up to 4 hours + hourly fees after 4 hours

## SCHEDULE "B"

### Other Fees:

- Deposit for nonprofit groups under 25 people using library: \$50
- Deposit for all others: \$125  
(\$100 refundable portion; \$25 non-refundable portion)
- Water for recreational use (paid directly to hauler by renter) \$130

**FEES ARE SUBJECT TO CHANGE.**

**Portion of Activity Center to be used:**

Field & Bathrooms: \_\_\_\_\_ Library only: \_\_\_\_\_ Main Room only: \_\_\_\_\_

Main Room & Kitchen: \_\_\_\_\_ Main Room/Kitchen/Library: \_\_\_\_\_

**Deposit, Membership & Rental Fees Paid:**

Function Deposit Amount: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Form of Payment: \_\_\_\_\_

Key Deposit Amount: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Form of Payment: \_\_\_\_\_

HPPOA membership type Full (HPP lot owner) or Associate (non-owner): \_\_\_\_\_

HPPOA membership Associate Fee of \$25 \_\_\_\_\_ Date paid: \_\_\_\_\_ Form of Payment: \_\_\_\_\_

New (Associate) membership expires one year from this date and is required for all non-lot owners renting here.

Total Rental Amount: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Form of Payment: \_\_\_\_\_

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: \_\_\_\_\_

Processed by HPPOA Staff: \_\_\_\_\_ Date: \_\_\_\_\_

**THANK YOU FOR CHOOSING TO USE OUR FACILITY!**

**OFFICE USE ONLY BELOW THE LINE.**

\_\_\_\_\_

Opening Volunteer is: \_\_\_\_\_

Phone: \_\_\_\_\_

Closing Volunteer is: \_\_\_\_\_

Phone: \_\_\_\_\_