

## RENTER COVENANTS:

1. RENTER: Renter must be 21 years or older and an EbGCA homeowner or tenant in good standing. A member who loses, rescinds or transfers his/her membership privileges for any reason (for example, sale of unit, termination of tenant lease, etc.) does not have the privilege to rent any EbGCA community center facility. This is true regardless of whether a predated executed EBGCA Rental Agreement exists. At the time rental reservations are requested, Renter must present a valid EbGCA "Pool & Security" pass photo ID card. Photo ID Pass card must remain active up to and including the date the rental is to occur at the time rental reservations are being made. Renter must be present throughout the period of rental including set-up and clean-up periods and until the last guest has vacated the premises. Any exception to this requirement must be approved in writing by an authorized EbGCA representative.

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### 2. PAVILION RENTAL HOURS:

Rental hours are Saturday from 12:00pm - 8:00pm and Sunday from 10:00am - 8:00pm on a space available basis. No early set up or late clean up without penalty. The earliest set up can begin is the hour the rental period begins and the last hour is designated for clean-up only. All activities (except clean-up) are to cease one hour prior to the end of the rental. All persons including the renter must vacate the premises prior to the hour the rental terminates in order to avoid penalties. Minimum number of hours per rental is five (5) hours. Additional hours may be requested for an additional hourly charge. **Initial**\_\_\_\_\_

3. RENTAL FOR MEETINGS/CLASSES/POOL: EbGCA meetings, programs/classes/activities and normal facility operations take precedence over private rentals. Availability will be at the discretion of the Community Center Director and released into the system on a space available basis. The pool is not available for exclusive private rental outside of EbGCA sponsored activities. Use of the pool is not automatically included with pavilion rentals.

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4. PAYMENT: A refundable Rental Deposit fee must accompany a completed application to reserve the desired facility for the date specified. The Rental Fee, in full, which includes the additional State General Excise Tax of 4% (.04166) is due no later than 30 days prior to the date of the activity. If the rental fee is not received by EbGCA by the deadline, the rental will be cancelled and the deposit fee retained as provided below. (See item #6 for CANCELLATION.) **Initial**\_\_\_\_\_

5. CONFIRMATION: A reservation is not confirmed until executed by an authorized EbGCA staff member. If a deposit check is returned, the reservation has not been held and the renter shall be charged the bank return fee plus a \$30 administrative fee. No further checks will be accepted from Renters whose check is returned and future reservations and any other EbGCA business will require payment by money order only. **Initial**\_\_\_\_\_

6. CANCELLATION: Cancellations must be submitted in writing. A \$25.00 cancellation fee will be deducted from the rental deposit and the balance refunded if cancellation notice is received one hundred twenty (120) days or more before the scheduled date of the activity. 50% of the rental deposit will be retained if cancellation notice is received by EbGCA between 120 days to 31 days from the scheduled date of the activity. A Cancellation notice received 30 days or less will forfeit the entire rental deposit. **Initial**\_\_\_\_\_

7. RESERVATION NOTICE: Reservations may be made up to one (1) year prior to the desired date of the activity as space is released into the system. A minimum of thirty (30) days notice is requested to reserve a facility. The minimum notice may be waived if EbGCA can accommodate the request without disrupting normal operations of the facility and staff. Reservations and cancellations will be filled on a first come, first serve basis.

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8. TERMINATION OF AGREEMENT: EbGCA reserves the right to cancel a reservation at any time with cause. If the reservation is cancelled by EbGCA, the payment and deposit will be refunded. No refund will apply if the rental is cancelled due to any misrepresentation of facts on the rental agreement form by the Renter.

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9. RENTAL RATES: Rental Rates are subject to change without prior notice. **Initial**\_\_\_\_\_

10. MUSIC AND DANCING: Music and noise must be kept at a level that does not disturb surrounding residents. Sound levels are to be in compliance with State Health Department noise code regulations. Noise level must not exceed 55 dbl at the property line. (See item 18: PENALTIES). **Initial**\_\_\_\_\_

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11. RENTAL RULES: The following rules will be enforced:

- a. Under no circumstances may alcohol be served at a homeowner/member's event prior to 6:00 p.m. and without HPD on site.
- b. Total number of people must not exceed the posted room capacity (City & County of Honolulu Building Dept. Code).
- c. No cooking (only warming-up) of food in kitchen. Gas stoves, burners, charcoal grills or any other similar equipment are permitted in designated areas only with EbGCA written approval as described in Paragraph 22 below.
- d. Illegal activities e.g., gambling, sale/use of illegal drugs, or drinking of alcohol by minors are strictly prohibited.
- e. Alcohol is prohibited without an HPD officer assigned and present to oversee the rental activity (see Special Duty Officer required below).
- f. Amplified music must not disturb surrounding residents and is not to exceed 90 db in the pavilion or 55 db at the property line.
- g. Events with 89 people or greater requires that an HPD officer be hired.
- h. No glass containers on the pool deck or in the pool. Beverages contained in glass (i.e.; wine bottles or serving dishes) or other breakable items should remain inside the pavilion areas to prevent safety hazards in our pool area.
- i. Publicity related to the rental of EbGCA facilities must be pre-approved by the GM or his/her designee and not imply endorsement of the event by EbGCA without authorization. Posting of advertisements on the EbGCA premises require approval and has to be done by an authorized EbGCA staff member.
- j. Collection of admission fees and/or solicitation of donations requires written approval by an authorized EbGCA staff member.
- k. All participants and activities are to remain within the boundaries of the rental premises. The park areas are not included in the rental agreement and use of such areas requires prior written authorization by an authorized EbGCA staff member.
- l. No recreational wheeled/skating devices (for example, pocket bikes, mopeds, scooters, "heelines," skateboards, bicycles, etc. are not allowed in the rental facilities.)
- m. Fire dancing/productions are prohibited. Open candles, incense, mosquito coils, lanterns, citronella buckets, tiki torches, electrical lights, and any apparatus that requires an open flame, burning or electricity that may become a fire source is prohibited.
- n. Only guide or service animals are permitted on EbGCA premises as defined in Chapter 515, Hawaii Revised Statutes, as reasonably necessary to allow use of the facilities. **Initial**\_\_\_\_\_

12. SETTING-UP: Set-up (e.g. decorating, arranging) may commence no earlier than the starting hour stated in the rental agreement. EbGCA furniture, fixtures and all other equipment is not to be removed, moved or otherwise arranged differently than has been agreed upon in the rental agreement. The Renter will be held accountable for adhering to the following rules regarding

Decorations:

- a. Decorations must not deface the facility. Renter will be held accountable for any damages incurred.
- b. Only painter's tape may be used to decorate. Nails, thumb tacks, staples, duct, adhesive or masking tape and any other means of securing decorations that would cause damage to the walls, painted surfaces, etc. are not to be used. Tape and any residue must be removed from tables and chairs. **Initial**\_\_\_\_\_

13. CLEAN-UP: Renter understands that if their meeting, activity or event does not end on time and/or clean-up responsibilities are not completed by the end time stated on the rental agreement, clean up is not adequate, or damage results from the use, that additional charges will result. Future privileges for use of the facility by the same renter or organization may be revoked. Renter will receive a clean-up checklist at the time the application is approved. Clean up includes the facilities used plus restrooms and surrounding areas guests may have littered (i.e., parking lot, planters, playground, etc.) Any damage to the facilities, equipment, furniture or fixtures should be reported immediately to EbGCA Staff on Duty.

EbGCA Staff on Duty will perform a "walk through" at the beginning (if requested) and end (\*required) of each rental and either accept the condition of the facilities or assess appropriate fines. (See Item #18 for PENALTIES.)

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14 . DAMAGES/LOSSES: The Renter will be responsible for the cost of repair or replacement in the event of damage to facilities furnishings, fixtures or equipment, including, without limitation, attorney costs or other costs incurred by EbGCA to collect such costs. EbGCA assumes no responsibility or liability for property brought onto the premises by the Renter. **Initial**\_\_\_\_\_

15. ADDITIONAL DAMAGE COMPENSATION: EbGCA shall be entitled to pursue any and all legal and equitable remedies against the Renter for damages to EbGCA property, including damages in excess of any deposit. Renter shall also be responsible for fines or penalties levied against EbGCA as a result of Renter's violation of applicable

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statutes, ordinances, rules or regulations in connection with this Rental Agreement, the activity or rental as well as any attorney's fees and costs incurred by EbGCA in that regard. **Initial**\_\_\_\_\_

16. UNRESTRICTED ENTRY TO INSPECT: EbGCA employees will have unrestricted access to all facilities at all times to ensure compliance with this Agreement. **Initial**\_\_\_\_\_

17. PENALTIES: Renters who violate the provisions of this Agreement shall be assessed monetary penalties in accordance with the attached schedule. Moreover, the Board of Directors may impose additional fines and/or sanctions commensurate with the nature of the violations, including, but not limiting to, suspension of future rental privileges. **Initial**\_\_\_\_\_

18. APPEALS: Renters may appeal the imposition of any penalty, fine or sanction hereunder to the Covenants Committee. The appeal must be submitted in writing no later than ten (10) days from the date of the designated EbGCA staff manager or his/her designee's decision. The Renter may, at his/her own option, personally attend the Covenants Committee meeting dealing with the appeal. **Initial**\_\_\_\_\_

### 19. INSURANCE INDEMNIFICATION:

a. Indemnification. Renter shall defend and indemnify EbGCA and its directors, officers, homeowners and employees and hold and save them harmless from and against any and all liabilities, damages, costs or expenses, including attorneys fees, arising from any act, omission, or negligence by Renter, or Renter's officers, contractors, licensees, agents, employees, guests, invitees, patrons or visitors in or about the rental facilities or the Thomas H. Gentry Community Center, or arising from any accident, injury or damage, howsoever and by whomsoever caused to any person or property, occurring in or about or in connection with usage of the rental facility pursuant to this Agreement. In case EbGCA, its directors, officers, agents or employees shall, without fault on their part, be made a party to any litigation arising out of Renter's occupancy or use of the rental facility, Renter shall pay to EbGCA all expenses incurred by it in connection therewith, including reasonable attorney's fees.

b. Insurance. EbGCA may, at its discretion, require proof of insurance coverage as a condition of permitting Renter to use facilities. A Certificate of Insurance naming EbGCA as "additionally insured" may be required at the sole discretion of EbGCA. **Initial**\_\_\_\_\_

20. DEPOSIT REFUND: Any remaining rental deposit, after deduction of charges authorized herein, will be returned to the renter. Renter may pick up refundable deposit check as early as 7 business days afterward OR may authorize EbGCA to cross shred and destroy by signing below. Any check not picked up after 30 business days will automatically be cross shredded. Deposits may be forfeited if Renter fails to review the condition of the premises with the Staff on Duty before vacating the premises. **Initial**\_\_\_\_\_

21. ADDITIONAL CONDITIONS: A request for an exception to any of the above stated conditions, e.g., outdoor cooking, early storage of rented equipment or food and drink, rental equipment/activities i.e. bouncers, pony rides, petting zoo, mechanical rides, etc., must be made in writing no later than thirty (30) days before the date of the activity for the requested exception to be considered for approval by the General Manager or his/her designee. Such approved exception(s) must then be noted on all copies of the Rental Agreement by EbGCA. A Certificate of Insurance naming EbGCA as "additionally insured" may be required at the sole discretion of EbGCA for such equipment to be permitted on the EbGCA premises. **Initial**\_\_\_\_\_

22. SPECIAL-DUTY OFFICER REQUIRED: A Special-duty police officer will be required for private functions in which liquor is to be served, participation is 89 people or more or an authorized EbGCA staff member deems it is prudent because of the nature of the activities planned for the rental. Special-duty police officer will be contracted for duration of the private function including clean-up time at a cost to the Renter. The Renter may request an earlier appearance by the officer provided such notice is given to EbGCA not less than one month (30 days) in advance and with the understanding the Renter will be responsible for the additional cost. Renter may arrange for a specific volunteer officer through the HPD Special Duty Division at 529-3610. If an event requires HPD on site and no officer has been contracted or volunteer fails to attend, the event may be cancelled and full deposit retained. **Initial**\_\_\_\_\_

**RENTER COVENANTS:**

The following penalties were established by the EbGCA Board of Directors to address violations to the "RENTAL AGREEMENT FOR USE OF FACILITIES". The penalties have been established to deter abuse of the Agreement and the facility. In addition to the listed penalties, the Board of Directors may upon the recommendation of the designated EbGCA staff manager or his/her designee, impose other reasonable and appropriate sanctions against the Renter commensurate with the nature of the violation including, but not limited to, additional fines and/or suspension of rental privileges. Renters so assessed may appeal the decision by the authorized EbGCA staff member to the Covenants Committee. The appeal must be submitted in writing within ten (10) days of the action taken. The Renter may, at his/her option, personally attend the Member Relations Committee meeting dealing with his/her appeal.

1. Following violations will result in immediate termination of the party with forfeiture of rental fee and rental deposit:

a. Falsity of statement(s) in completing this contract; individuals misrepresenting themselves as the authorized Renter(s); or number of guests exceeds the Building Code room capacity limit.

b. Renter not present more than 30 minutes without prior written approval during set-up, during the party or during clean-up.

c. Illegal Activities, e.g., gambling, drugs, drinking by minors; or alcohol is being served, having amplified music and/or number of guests exceeding 89 people contrary to the Agreement.

d. Non-compliance to acceptable Noise Level (after being warned once by the Staff On Duty).

e. Party participants behavior uncontrolled, i.e., rowdiness, belligerent to Staff on duty, refusing to obey the instructions of the Staff or the Off-Duty HPD Officer, entry into non-rented area, etc.

f. Conducting the activity in a manner dangerous to persons and/or damaging to property.

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2. Following violations will result in incremental fines as indicated:

Curfews Sun - Thurs Rental Fri - Sat Rental

a. (1) Party ending on or between: 10:00 pm curfew 11:00 pm curfew None

10:01 pm - 10:15 pm 11:01 pm - 11:15 pm \$50.00

10:16 pm - 10:30 pm 11:16 pm - 11:30 pm \$75.00

10:31 pm or later 11:31 pm or later \$75 + \$25 for each additional 5 minutes or fraction of the hour thereof

b. (2) Premises vacated on or between: 11:00 pm curfew 12:00 am curfew None

11:01 pm - 11:15 pm 12:01 am - 12:15 am \$50.00

11:16 pm - 11:30 pm 12:16 pm - 12:30 pm \$75.00

11:31 pm or later 12:31 am or later \$75 + \$25 for each additional 5 minutes or fraction of the hour thereof

c. Early Set Up/Overtime, premises occupied prior to start of rental or after the stated ending hour of the Rental Agreement.....\$25.00 + hourly rental rate.

d. Alcohol Served or Party Exceeds 89 without written approval and/or HPD officer not present.....loss of deposit, future rental privileges and subject to additional fines as set forth by the Covenants Committee as directed by the Board of Directors. NO EXCEPTIONS!

e. Damages, i.e., spillage, stains, breakage, etc..... \$25.00 + repair and/or replacement costs.

f. Decorations improperly applied, i.e., thumb-tacked, scotch-taped, etc .....\$50.00 + repair and/or replacement costs.

g. Clean-up not acceptable i.e., tables & chairs not wiped down, floors not returned to original condition, bathroom not returned to original condition, etc (see check out list for requirements). Forfeiture of deposit + \$50.00/hour if EbGCA must complete clean-up.

h. Removal of signs, banners, etc. related to the event/party i.e. all signs, banners, etc. posted on EbGCA common areas and within the Ewa by Gentry community must be removed within 12 hours from the time of termination of the party/event (Note: Posting of signs on City traffic light standards, street sign and/or street light fixtures is prohibited by City and County of Honolulu ordinance; Renter shall be responsible for all incurred fines and/or penalties) .....\$50.00

i. Guest Access Cards not returned.....\$15/card.

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