



R O Y A L K U N I A

COMMUNITY ASSOCIATION

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COMMUNITY RECREATION CENTER HOURLY USE RENTAL POLICY

QUALIFICATIONS

The Community Recreation Center (CRC) is a private facility and is only available to:

1. Homeowners/Residents
Applicant must be a bona fide Royal Kunia Community Association member (Homeowner occupant), **current** with association dues, maintenance fees, and covenant fines.
2. Tenants
Tenants must present a Transfer of Privileges from the Non-Resident Homeowner. Non-Resident Homeowner must sign the form in the presence of RKCA employee and if unable to do so, must have the form notarized and sent to RKCA before a reservation can be made. Lot/Unit must be **current** with association dues, maintenance fees, and covenant fines.
3. At the RKCA Board's discretion, the CRC may be rented to other persons who are not Owners or Owners' families or invitees.

Events or Meetings shall not be open to the general public, such as, but not limited to, religious services or sales. **No fee may be charged or donations solicited at any event held at the CRC.** Meetings must be informational in nature and no sales transactions may be made at the event itself. Additionally, the events or meetings must be private functions.

RESERVATIONS

Reservation requests must be received by RKCA at least ten (10) working days prior to date of use. Reservations may be made up to one (1) month in advance. Reservation requests will be considered primarily on a first come, first served basis. Homeowners/Residents have priority; Tenants are second, followed by non-homeowners for reserving the CRC.

A request for reservation will not be considered unless a fully completed and signed request and agreement form is submitted to RKCA. A reservation will not be considered valid unless the request and agreement form is signed in writing by an RKCA official representative. Sub-leasing is not permitted.

RENTAL RATES

Rates shown here are subject to change without prior notification, upon Board of Directors approval.

Classes	\$35.00/hour + tax or 25% of gross, whichever is greater
Meetings/Seminars	\$35.00/hour + tax Non-Profit
	\$65.00/hour + tax For Profit

HOURS OF AVAILABILITY

8:00am. – 9:00pm.	Mondays, Tuesdays, and Thursdays
8:00am. – 9:00pm.	Wednesdays (Upon Availability)

TERMINATION OF AGREEMENT

All users of CRC are required to ensure that their use of and presence at the facilities will not involve any risk in the safety of persons and property. RKCA reserves the right to cancel a reservation at any time if, on its sole discretion and determination, such cancellation is necessary to protect the safety and health of persons on the premises.

RKCA further reserves the right to cancel a reservation for any reason but no less than twenty (20) days prior to the reserved date. If a reservation is cancelled pursuant to this paragraph, RKCA will fully refund all paid rental charges.

Also, failure to present proof of certificate of insurance, described in the following section, may result in RKCA's cancellation of the reservation in as little as five (5) business days prior to the date of the event.

INSURANCE

All facility usage requires a certificate of insurance, minimum liability coverage of \$1,000,000.00 and must list Royal Kunia Community Association as an additional insured. The certificate of insurance must be provided to RKCA no later than five (5) business days prior to the date of the event, and failure to present proof thereof within the time indicated may result in the cancellation of the reservation.

SET UP AND CLEAN UP

No one will be allowed in the CRC room prior to the agreed start time or allowed to remain therein after the designated end time. Therefore, in requesting reservation of the CRC, the applicant is responsible for taking into consideration the time needed to set up and clean up, as no allowances will be given before or after the designated start and end time of the reservation. The Homeowner/Applicant holding the reservation will be responsible to set up the tables and chairs for the event, and in returning them in good order after the event. Nails, thumbtacks, and tape or any other materials are not allowed to be attached or affixed in any manner on the walls. The room must be cleared of all debris and materials brought into the premises at the conclusion of the event. Rubbish must be taken to the dumpster. Damaged equipment, furniture, etc. must be reported to the on-duty RKCA staff. The person holding the reservation must report to the on-duty RKCA staff and obtain final approval before leaving.

DAMAGES/LOSSES

The applicant will be responsible for payment of any loss or damages to the facility and equipment caused by or arising from the applicant's use of the facility. If the applicant fails to make payments for any such amounts owed and the matter is referred to collections, the applicant will be charged with related costs, including reasonable collection fees and costs if deemed necessary. RKCA assumes no responsibility for any property brought into the CRC by the applicant. Damages to the CRC property or grounds will be charged and the applicant is required to reimburse RKCA in its entirety. RKCA retains the authority to deny future use of the CRC if there are outstanding balances owed by the applicant pursuant to this paragraph. The applicant is responsible for any reasonable attorney or collector fees necessary to obtain full reimbursement.

UNRESTRICTED ENTRY

RKCA staff will have unrestricted access to the facilities at all times for the purpose of ensuring appropriate use. Violations of this policy, the Community Recreation Center rules, the Declaration, or any other of the RKCA's policies and procedures may result in sanctions, and/or suspension of CRC privileges, in addition to any other remedy that may be available to RKCA under the Declaration and the law.

SECURITY OFFICERS

Security officers will not be required for meetings or events unless RKCA in its sole discretion determines there is a reasonable expectation that security services would be needed due to the nature of the meeting or event. If RKCA determines there is such a need, RKCA will inform the applicant. If the applicant wishes to proceed, RKCA will make the arrangement for a security officer or officers, as needed. Payment for the security officer(s) will be the responsibility of the applicant and due no later than five (5) days prior to the meeting/event.

GENERAL RULES & GUIDELINES

- No pets are allowed with the exception of service animals.
- Smoking is prohibited within ALL facility rental areas and within 20 feet of doorways, windows, and ventilation intakes. Smoking permitted *in designated area only*.
- All changes to the rental request that have not yet been decided by RKCA must be made in writing by the applicant(s) no later than two (2) weeks prior to the event. Any changes or special requests to any RKCA approved rental requests must be made in writing by the applicant(s) at least two (2) weeks prior to the event. All the requests for changes submitted less than two (2) weeks before an event will not be considered.
- Service/consumption of alcohol is prohibited at any event unless indicated on page one (1) of this contract.
- The following are prohibited: pony rides, petting zoos, fire dancing, any activity including open flames (with the exception of candles on a cake).
- Guest total must not exceed the posted room capacity. Any fire safety violation citation resulting from failure to observe this restriction will be the responsibility of the applicant holding the reservation, and any costs incurred by the RKCA in connection to such violation will be charged to said applicant.
- Cooking on the premises is prohibited. Kitchen facilities, stovetop, ovens are to be used for heating food only. Gas burners are not allowed to be brought to or used on the premises of the CRC.
- Failure to comply with RKCA on-duty staff and/or security, belligerence or refusal to obey their instructions will result in the immediate termination of the event.

Failure to comply with the policies and procedures above may result in forfeiture of Community Center use privileges.