



ROYAL KUNIA

COMMUNITY ASSOCIATION

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COMMUNITY RECREATION CENTER POLICIES AND PROCEDURES

Qualifications

The Community Center is a private facility and is only available to:

- Homeowners/Residents
Applicant must be a bona fide Royal Kunia Community Association member (Homeowner occupant), **current** with association dues, maintenance fees, and covenant fines.
- 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.

Sponsorship

- Homeowners/Residents may sponsor but Homeowner **MUST** be present during the entire event
- Tenants who've received the Transfer of Privileges may not sponsor

Reservations

Reservations may be made up to one (1) year prior to the event on a first-come, first-served basis. A minimum of twenty-one (21) days is required for all reservations. Please call RKCA to inquire about dates and make a reservation after reviewing this document in its entirety. RKCA will then generate a contract and mail it to you. RKCA management must review and approve the signed contract before a confirmation is made.

Security Deposit

A reservation will be held for seven (7) calendar days without a Security Deposit. A \$250.00 Security Deposit and signed contract must be received within this "hold" period in order to confirm the reservation. The facility will be inspected immediately following the event. Security Deposits will be returned via the U.S. Postal Service if the facility is found to be in the same condition as it was rented. For Security Deposit refunds due to a cancelled event, see "**Cancellations/Refunds.**"

Rental Rates

The rental fee is due ninety (90) days prior to the event, or with a signed contract if less than ninety (90) days prior to event. Rates are subject to change without prior notification, upon Board of Directors approval. Rental rates are paid in addition to the Security Deposit.

ILIMA Room	\$150.00		1176.22 sq. ft.	26' 4" x 44' 8"	75 persons
MAILE Room	\$300.00	includes Kitchen & Lanai areas	2508.78 sq. ft.	56' 2" x 44' 8"	122 persons
BOTH Rooms	\$400.00	includes Kitchen & Lanai areas	3685 sq. ft.	82' 6" x 44' 8"	197 persons

AC Usage

We have recently installed AC in our Community Center and Homeowners can choose to have them on for an additional charge (please see below). AC Units will be turned on at start of event and will be turned off at the end of event by the Community Center Attendant. If our AC is out of service for any unforeseen reason(s), full refund of AC fee will be returned to Homeowner or Sponsor.

Ilima Room	2 Units	\$20.00
Maile Room	3 Units	\$40.00
Both Rooms	5 Units	\$60.00

Hours Available

9:00am. – 3:00pm. and 5:00pm. – 11:00pm.

Fridays & Saturdays

9:00am. – 3:00pm. and 5:00pm. – 9:00pm.

Sundays

*All set-up and clean-up activities must occur within the designated time frame. All attendees must vacate the premises no later than the designated time limit.

Insurance Requirement

Homeowner/Host **must** provide a certificate of insurance for any event held at the Community Center. The Homeowner/Host may provide **one** of the following documents to comply:

1. A copy of the homeowner's insurance with an Umbrella (Liability) policy of \$1,000,000.00 minimum.
2. Special Event insurance with a \$1,000,000.00 minimum *and* Royal Kunia Community Association listed as an additional insured.

Payments

The Security Deposit is due with the submission of the signed contract, usually one week from receipt of the contract. Security Deposits will be refunded as stated in "Cancellations/Refunds." Rental fees and HPD Special Duty fees are due ninety (90) days prior to the event date, or with a signed contract if less than ninety (90) days prior to the event. All fees are subject to change without prior notice. Payments may be made by check, money order, or cashier's check to Royal Kunia Community Association. NO cash will be accepted.

Special Duty

Royal Kunia Community Association will contract HPD for Special Duty services to be paid by the Host if any of the following are applicable:

- Alcohol is consumed
- Music and dancing are part of the activities
- The event is at night (5p-9p or 5p-11p)

Fees are subject to change based on prevailing HPD rates.

HPD Special Duty Officer Rates	\$36.00/hour/officer (2 hour minimum)
HPD Administration Fee	\$14.00/officer, \$2.00 each additional officer
HPD Insurance Fee	\$5.00/officer

Special Activities

If you plan to have snack machines, clowns, balloon-making, live music/DJ, magicians, face painting etc. please indicate the activity type, quantity, and vendor/company name. **Water activities and inflatables are not allowed.**

For each activity, please provide RKCA with a copy of the vendor/company's liability insurance with Royal Kunia Community Association added as "Additional Insured." A minimum coverage of \$1,000,000.00 is required.

If the Renter/Owner personally owns any of the equipment, the Homeowner must provide insurance. Please refer to "**Insurance Requirement**" on page one.

Failure to show proof of adequate liability insurance or to provide any additional required documentation at least 30 days prior to the scheduled event date will result in disapproval of the use of any such equipment on the RCKA Community Center property.

Cancellations/Refunds

Cancellation notices must be submitted in writing. Security Deposit refunds will be given according to the following guidelines:

- Cancellation more than ninety (90) days prior to event.....100% Security Deposit refund
- Cancellation sixty (60) to ninety (90) days prior to the event....75% Security Deposit refund
- Cancellation thirty-one (31) to fifty-nine (59) days prior to the event...50% Security Deposit refund

- Cancellation thirty (30) days or less prior to the event.....No Security Deposit Refund

Termination of Agreement

Royal Kunia Community Association reserves the right to cancel a reservation at any time for just cause. If the reason for the termination is the result of false or inaccurate information given by the applicant, the user fee will be forfeited.

Unrestricted Entry to Inspect

Any bona fide Royal Kunia Community Association employee or contractor will have unrestricted access to the facilities at all times for the purpose of ensuring proper use of the facility by the user. Violations of the Community Center Policies and Procedures may result in fines or sanctions including, but not limited to, forfeiture of security deposit and/or suspension of Community Center privileges. Appeals from fines or other sanctions should be made in writing to the Board of Directors.

Furnishings

Each room rental comes with tables & chairs as dictated by the guest count. A few additional tables will be provided for food, reception, etc. The kitchen and lanai area (with barbeque grill) are available for us with the Maile Room and Both Rooms rentals only. Ilima Room rentals do not have access to the kitchen and lanai areas.

Set-Up

Set-up activities must occur within the designated room rental time frame. Set-up must comply with the following restrictions:

- No carts may be brought through the main entrance. The side entrance, through the Kitchen area, must be used for all goods being brought into or taken out of the Community Center.
- All furniture and equipment must remain in the Community Center Building and lanai area.
- All tabletops must be covered.
- Decorations that require nails, staples, thumbtacks, and adhesive tape are not allowed. Painter's tape is allowed.
- Decorations, especially balloons and streamers, must be kept clear of the ceiling fans.
- No items should be hung from ceiling fans.
- No tables, chairs, tents are allowed in the lawn areas.
- No stakes or pegs are allowed in the ground.

Clean-Up

Clean-up includes facilities used plus adjacent restrooms, kitchen, and lanai areas. Clean-up must comply with the following restrictions:

- All decorations must be removed.
- Chairs and tables must be cleaned, properly restacked, and put back in their original location.
- Floors must be swept to pre-party condition. ALL spills must be mopped.
- All trash must be removed and taken to the trash bin located next to the Community Center Building.
- Grill must be cleaned. Grill cleaning supplies are NOT provided by RKCA.
- Any boxes being discarded must be broken down.
- Community Center, parking, and lawn areas must be cleaned of any debris/litter. (i.e. cigarette butts, gum, wrappers, etc.)
- Damaged furniture and/or equipment must be reported to staff member on duty.
- RKCA on-site staff member will inspect and accept the condition of the rented area.

Damages/Losses

The host is responsible for any loss or damages to equipment or the facility including reasonable collection fees and costs if deemed necessary. RKCA assumes no responsibility for property brought to the Community Center by the host. Damages to Community Center property or grounds will be charged to the Security Deposit. Should damages exceed the deposit amount, the host is required to reimburse RKCA in its entirety. RKCA retains the authority to deny future use of the Community Center if there are outstanding balances. The host is responsible for any reasonable attorney or collector fees necessary to obtain full reimbursement.

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 agreement or special requests must be made in writing by the applicant(s) at least thirty (30) days prior to the event. All changes made after this time will not be considered.
- Service/consumption of alcohol is prohibited at any event unless indicated on page one of this contract.
- Requests for kiddie fun rides, snack and/or game machines, etc. must be submitted in writing with the signed contract. Required insurance certificates related to these activities must be submitted thirty (30) days prior to the event.
- 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 of the room(s) being rented.
- Guests must remain in the facility area being rented. Access to other parts of the facility not rented is prohibited.
- Cooking on the premises is prohibited. Kitchen facilities, stovetop, ovens are to be used for heating food only. Gas burners are not allowed.
- Amplified music and dancing is allowed; however, renter assumes responsibility for complying with 10pm. city noise ordinance. RKCA staff and HPD will monitor.
- Failure to comply with RKCA on-duty staff &/or HPD, belligerence or refusal to obey their instructions will result in the immediate termination of the event with the forfeiture of the rental fee and Security Deposit.

PENALTIES FOR VIOLATIONS TO COMMUNITY CENTER RENTAL AGREEMENT

The following penalties, established by RKCA, address violations of this rental agreement. In addition to the listed penalties, the Board of Directors may, upon recommendation of the RKCA General Manager, impose other sanctions against the violators, including but not limited to, indefinite suspension of rental privileges. Renter(s) may appeal any assessed penalties. Appeals must be submitted in writing to the Board of Directors no later than ten (10) days after the notice of violation and penalty fine. RKCA may employ legal counsel and measures to enforce the terms of this rental agreement and payment of fees and damages. In the event RKCA is required to employ legal counsel to enforce the terms or provisions of this rental agreement, RKCA shall be entitled to recover legal/court costs from the renter(s).

<u>VIOLATION</u>	<u>PENALTY</u>
1. Making false statement(s) on the application or hosting activities which damage property and/or place people in danger.....	Forfeit all fees paid. Terminate function.
2. Starting a function earlier than the designated time..... The facility will not be opened to guests any earlier than the designated time.	\$200.00
3. Ending a function past the designated time, including remaining in parking lot or adjacent areas..... End times: Day Rentals = 3:00pm., Night Rentals = 9:00pm. or 11:00pm.	Forfeit deposit.
4. Homeowner NOT present for the entire event, including set-up, and clean-up.....	Forfeit deposit. Terminate function.
5. Illegal activities..... (Gambling, drugs, consumption of alcohol by minors, etc.)	Forfeit deposit. Terminate function.
6. Noncompliance to acceptable noise level.....	Forfeit deposit. Terminate function.

- 7. Unacceptable clean-up..... Forfeit deposit + \$20.00 per hour for RKCA staff to complete the clean-up.
- 8. Inappropriate/uncontrolled behavior of the Renter(s) and/or attendees, abuse of RKCA on-duty staff, entering non-rented areas, etc.....Forfeit deposit. Terminate function.
- 9. Failure to provide required vendors or homeowners insurance certificate(s) for Special Activities..... Forfeit deposit. Terminate function.

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