



**Pearl City Foundation**  
**MOMILANI COMMUNITY CENTER**  
**USE OF FACILITIES APPLICATION**

*Please print all information legibly*

**DEFINITIONS**

- PCF – Pearl City Foundation.  
Center – Momilani Community Center.  
Manager – Pearl City Foundation’s designated staff member who is authorized to act on behalf of PCF regarding Momilani Community Center use of facilities.  
User – Person who signs the Use of Facilities Application and Agreement and is responsible for Event.  
Event – The function the User is having at the Momilani Community Center.

**STANDARD FEES**

Security Deposit (refundable)	\$250.00
Use of Facilities Fee (\$200 to be paid w/application)	<u>\$1200.00</u>
TOTAL	\$1,450.00

**Rental Hours**

**Initial \_\_\_\_\_**

Events must end by time indicated and one hour after allowed for clean-up (only those for clean-up are allowed to stay). If cleanup may take more than an hour, adjust party end time accordingly ensure leaving on time.

**Saturday events:**

Choice of time is either- **11am-7pm, 12pm-8pm, 1pm-9pm or 2pm-10pm.**

For 7:00pm end time, everyone must leave the Center by 8:00pm.

For 8:00pm end time, everyone must leave the Center by 9:00pm.

For 9:00pm end time, everyone must leave the Center by 10:00pm.

For 10:00pm end time, everyone must leave the Center by 11:00 p.m.

All activities in the field must end by 9:00 p.m. No music or noise is allowed after 10:00 p.m.

**Sunday events:** Choice of time is either- **12pm-8pm or 1pm-9pm.**

For 8:00pm end time, everyone must leave the Center by 9:00pm.

For 9:00pm end time, everyone must leave the Center by 10:00 p.m. No music or noise is allowed after 9:00 p.m.

**Reservations/ Fees/Cancellations**

**Initial \_\_\_\_\_**

1. To book a date:

**(1) completed and signed Use of Facilities Application and Agreement**

**(2) \$250 Security deposit (refundable) plus \$200 toward the Use of Facility Fee (non-refundable) = \$450**

Manager will confirm Event reservation application in writing after receiving completed application and initial payment. **Reservations are not confirmed until confirmed in writing by Manager.**

- ❖ If reservation is made less than 2 months prior to Event date: Security Deposit (\$250) and a minimum of 50% of the Use of Facilities fee must be paid.
- ❖ For events within 1 month prior to Event date: All fees must be paid in full. If all fees and any special requirements are not received within one month prior to the Event, the reservation

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shall be deemed canceled, and security deposit fee along with 50% of Use of Facility Fee is forfeited.

- ❖ Reservations may be made up to twelve (12) months in advance of Event date.
2. The security deposit shall be withheld until the Manager determines that there were no problems, including violations of this Agreement, no damage or loss to the Center, and no additional fees or charges assessed to PCF resulting from User's Event. User is responsible for any loss or damage to Center facilities and Center property. Manager has sole discretion to determine amount of loss, damage, and penalties, which will be retained from the security deposit. User agrees to pay for loss, damage, and penalties in excess of the security deposit within two weeks of receiving written notification.
  3. Canceling a Reservation
    - ❖ If User requests to cancel a reservation, User must notify Manager in writing. If a reservation is canceled two months or more before the Event, initial \$200 payment is forfeited and \$200 Security Deposit and any additional Use of Facility fee, if paid, will be refunded.
    - ❖ If a reservation is canceled less than two months before the Event, 50% of Use of Facility Fee is forfeited. \$200 Security Deposit and any balance paid over the 50% of Use of Facilities Fee will be refunded.
  4. If User's check is not honored by PCF's financial institution, PCF will pass any resulting bank fees and a \$25 PCF processing fee to the User.
  5. All correspondence, including payment of fees, shall be mailed to:  
**Pearl City Foundation, P.O. Box 114, Pearl City, HI 96782.**  
Checks shall be made payable to **Pearl City Foundation.**

**Parking**

**Initial** \_\_\_\_\_

6. Street parking only. Please obey all street signs and parking laws. Be mindful of the neighbors and their driveways.
7. Users may unload in front of the gate but **must move all vehicles** to allowable street parking after unloading. **City & County No Parking Zone** is from the fire hydrant to intersection.

**Facility**

**Initial** \_\_\_\_\_

8. For standard events, fees include exclusive use of pavilion, kitchen, and program room (for kitchen access and food service only), and non-exclusive use of restrooms, field, and walkways during event. During setup, facility may be shared for a short period of time if a prior event is still cleaning up. Use of the Center's tables and chairs are included. Inquire with Manager for the current number of tables and chairs; number available may change without notice due to breakage and loss. Tables must be covered before use.
9. If additional tables and chairs are needed than what is available, User may bring in tables and chairs that User personally owns and User will assume all liabilities. If additional tables and chairs will be brought into the Center, PCF assumes no liability or responsibility. All arrangements are between

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User and vendor. If renting additional tables and/or chairs, Vendors must be insured with a minimum of \$1,000,000 coverage and PCF added as additional insured. Copy of vendor insurance with PCF added as additional insured must be received no later than 1 week prior to event date.

10. Pop-up tents may be erected with prior authorization of Manager. Tents must be properly secured without damaging Center property. Tents may not block walkways or cause any hazards.
11. One banner or sign may be secured on Center fence at the intersection of Komo Mai Drive and Ho'omoana Street in a location designated by Manager on Event day only. Banner or sign shall not be placed in front of "Momilani Community Center" sign so as to block view of that sign from the street. Event banners, signs, and posters may not be placed in the community in violation of laws or ordinances. All signs and banners must be removed after event.
12. Decorations, including additional banners and signs, may be placed on the fence at Center's main entrance area and in the pavilion. Only regular masking tape and painter's tape may be used on painted surfaces in the Center. Hooks are provided for light decorations. Nails, screws, hooks, etc. may not be inserted into any surface. Banners, signs, and decorations shall be removed completely as part of Event cleanup. User shall ensure that tape, string, etc. are not left on tables, chairs, walls, fence, or floors. Loose glitter or confetti are not allowed. Helium balloons allowed in pavilion only. Balloons that rise to the pavilion ceiling may be left there.
13. User shall make arrangements with the Manager about two weeks prior to the Event to review special requirements; to confirm User set-up arrival time, Event end time, and number of guests.
14. User must exercise reasonable care and control over the Event and guests. User shall ensure that all guests and vendors comply with all State laws, City and County ordinances, posted Center rules, terms of this Agreement, and directives of the Manager.
15. User should conduct his/her own walk-through inspection of the Center upon arrival for Event set-up. If any damage or irregularities are found, User should immediately notify the Manager so that the User is not held liable for noted damages and/or irregularities.
16. User is responsible for the Event. User's designated person in charge if User is not onsite at all times; and to review any special considerations. User or User's designated person-in-charge must be present at the Center throughout the Event, including setup and cleanup.
17. Swimming pool is off-limits to User and Event guests.
18. Tables and chairs moved into the Program Room must have legs with rubber or plastic covers that will not damage the tile flooring. User must not drag equipment or tables on the floor in the Program Room that may damage the tile floors or wood door thresholds. User must not move the Program Room sliding doors as these are heavy custom-made doors that are costly to repair or replace.
19. User shall ensure that walkway access from the Center entrance to the restrooms, field, and pool areas remain unobstructed and safe at all times. User and guests shall maintain the Center in a safe condition and shall not create any hazardous situations. Extension cords must not cross walkways.

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Coolers, shave ice machines, and other sources of liquids that may drip heavily must not be in the pavilion. Liquid spills must be wiped up immediately as the pavilion floor gets slippery when wet.

20. Trash dumpsters, trash bags, brooms, dustpans, and mops are provided. User will comply with specific instructions from Manager regarding use of the trash dumpster. Helium gas canisters and large items are not allowed in the trash dumpster and must be removed from the Center. Boxes must be broken down flat before putting into the dumpster. All food must be sealed in trash bags before dumping.
21. If police or other emergency personnel are called to the Center, or if there are any problems such as injuries, disturbances, damage, or loss, User shall notify Manager as soon as practical.
22. Manager will make every effort to ensure that Center facilities are available for Event on the reserved date. In the event of Center unavailability due to unforeseen circumstances or situations beyond PCF's control, Manager will notify User as soon as practical to inform User of the situation. Should Center not be available for a confirmed reservation, Manager will refund all fees paid, including the Reservation Fee, or allow User to reschedule Event to another available date. PCF's liability is limited to fees received from User.
23. PCF staff will have unrestricted access to the Center at all times.
24. Do not touch, move or unplug security cameras.

**Food/Music/Entertainment/Activities**

**Initial** \_\_\_\_\_

25. **Alcoholic beverages shall not be served or consumed** in the Center or in any area immediately surrounding/front of the Center.
26. No glass beverage containers.
27. Live or recorded music is allowed, but loud music or music with "booming" bass, as well as yelling and other loud noises, are not permitted. User must ensure that music, public address system, and other noises are kept to a minimum sound level so as not to disturb Center neighbors. Brief performances that create loud noises such as Tahitian Dance, Taiko Drums, and Lion Dance, may be allowed before 7:00pm only by special arrangements made in advance with Manager. Manager shall have sole discretion in determining allowable music and noise levels.
28. User shall notify Manager of anything planned for the Event that is out of the ordinary or may require special arrangements. This includes inflatable jumpers, tents, delivery of items prior to authorized setup time, pickup of items after cleanup, use of snack machines such as popcorn machines, cotton candy machines, brief loud entertainment such as Tahitian Dance, Taiko Drums, Chinese Lion Dance, etc.
29. Inflatable bouncers and snack machines (shaved ice, popcorn, cotton candy, etc.), if desired, must be approved by PCF. Vendors must be insured with a minimum of \$1,000,000 coverage and PCF added as additional insured. Copy of vendor insurance with PCF added as additional insured must be received no later than 1 week prior to event date. All arrangements are between User and Vendor.

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PCF assumes no liability or responsibility. User must provide supervision of inflatable bouncers and snack machines at all times. 2 outlets are available for field activities (no generator needed, only blower). Wet or water slides inflatables are not allowed.

- 30. User may bring their own food or use any caterer of their choice. User assumes all liabilities.
- 31. Use of water slides, sprinklers, water balloons, pony rides and petting zoos are not permitted.
- 32. Open flames are not permitted (tiki torches, fire dance, etc.). Only chafing dish heating sterno cans and birthday cake candles are allowed if properly supervised. Outdoor cooking or grilling (propane only) may be allowed with permission from management.

**After Event**

**Initial \_\_\_\_\_**

- 33. User is responsible for cleaning up the Center so that it is left in the same or better condition it was in prior to Event. Use closing checklist to ensure you may receive your full deposit.

User shall:

- a. Return all furnishings and equipment to original locations
- b. Clean PCF tables and chairs, including removing all tape and ribbons, and wiping if necessary.
- c. Return tables and chairs to storage room. Use signs to put back tables and chairs in the proper area.
- d. Clean kitchen counters
- e. Sweep floors and wipe up spills as necessary (do not mop)
- f. Pick up trash in the Center, including the field, and in the area immediately surrounding the Center
- g. Remove all banners, signs, and decorations
- h. Remove all items and all food brought to the Center
- i. Check with Manager before leaving

Note: Center staff will clean restrooms and mop floors.

- 34. User, guests, and sponsoring organizations, if any, agree to release and hold harmless PCF and PCF's Board of Directors, employees, agents and volunteers in connection with any damage, loss, or injury related to User's Event, including setup and cleanup.
- 35. Failure to comply with the terms of this Agreement may result in immediate termination of Event, forfeiture of the fees paid, and assessment of penalties at the sole discretion of the Manager.
- 36. Manager has sole discretion in enforcing the terms of this Agreement and Center rules and for determining penalties and amounts of loss or damage. User may appeal decisions of the Manager to the PCF Executive Director. Decisions of the PCF Executive Director shall be final.

I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY ALL PROVISIONS OF THIS AGREEMENT.

USER'S SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME: \_\_\_\_\_