

Pearl City Foundation
P.O. Box 114 Pearl City, Hawaii 96782

MOMILANI COMMUNITY CENTER
USE OF FACILITIES APPLICATION

Please print all information legibly

Applicant Name: _____

Address: _____

Organization (if applicable): _____

Phone (check preferred contact):

Home: _____ Work: _____ Cell: _____

Email address: _____

Event Date: _____ **Time:** _____ to _____

Setup begin time: _____ Estimated number of people attending: _____

Private Event Type (invited guests only):

- 1st Birthday Graduation Wedding
 Other Child's Birthday Adult Birthday Anniversary
 Meeting (specify): _____
 Other (specify): _____
 Name of person party is for: _____

Public Event Type (open to the public):

- Meeting (specify): _____
 Other (specify): _____
 Entrance fee or donations collected or selling goods or services? Yes No

Special requirements (advance arrangements with Manager required):

- Inflatable bouncer or snack machines ~~Outdoor cooking~~
 Loud brief entertainment Tents
 Other: _____

How did you hear about Momilani Community Center for your party? Check all that apply.

- Rented before Attended party here before PCF program participant
 Friend or relative Banner on fence Leahi participant
 Other: _____ Other program participant

I have read and agree to all terms of the Use of Facilities Agreement.

Signature: _____ Date: _____

-----**FOR OFFICE USE ONLY**-----

	Check Nbr / Date	Amount	Date Rec'd / Staff
Reservation Deposit			
Rental Fee			
Security Deposit			
Refund			

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P.O. Box 114 Pearl City, Hawaii 96782**

**MOMILANI COMMUNITY CENTER
USE OF FACILITIES AGREEMENT**

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 – The 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 (for private parties with a maximum of 300 guests)

Reservation Deposit (non-refundable)	\$100.00
Use of Facilities Fee	\$650.00
Security Deposit (refundable)	\$250.00
TOTAL	\$1,000.00

TERMS

1. Reservations may be made up to twelve (12) months in advance of Event date. Manager will confirm Event reservation application in writing after receipt of all the following: (1) completed and signed Use of Facilities Application; (2) signed Use of Facilities Agreement; (3) \$100.00 non-refundable reservation deposit.
Reservations are not confirmed until confirmed in writing by Manager.
2. All fees must be paid in full at least two months prior to the Event. If all fees are not received by the Manager two months prior to the Event and all special requirements, if any, are not fulfilled two months prior to the Event, the reservation shall be deemed canceled, unless Manager agrees to special arrangements in advance. For reservations made less than two months prior to the Event, User must pay all fees in full and all special requirements, if any, must be fulfilled before the reservation can be confirmed.
3. For standard events, fees include exclusive use of pavilion, kitchen, and kitchen lanai, and non-exclusive use of restrooms, field, and walkways. Standard events also include use of Center’s tables and chairs. Inquire with Manager for the current number of tables and chairs; number available may change without notice. Center’s tables must be covered before use.

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4. For Saturday events, setup can begin at 11:00 a.m. Earlier entry time may be allowed with prior authorization from the Manager, provided User does not interfere with Center programs. Saturday events must end by 10:00 p.m. and 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.
5. For Sunday events, setup can begin at 12:00 p.m. Earlier entry time may be allowed with prior authorization from the Manager, provided User does not interfere with Center programs. Sunday events must end by 9:00 p.m. and everyone must leave the Center by 10:00 p.m. No music or noise is allowed after 9:00 p.m.
6. Alcoholic beverages shall not be served or consumed in the Center and in the area immediately surrounding the Center.
- ~~7. User must hire a special duty (off duty) Honolulu Police Dept. Officer to be present from beginning of the Event until User and all Event guests leave the Center. Manager may waive this requirement at Manager's discretion, usually for smaller parties or if a guest is an HPD officer who agrees to step forward if necessary. However, even if waived, User must provide for the safety of Event guests. To arrange for a Special Duty officer, User should call HPD Special Duty office. Special Duty fees are established by HPD. All arrangements and fees are between User and HPD.~~
8. 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 annoy Center neighbors. Brief performances that create loud noises such as Tahitian Dance, Taiko Drums, and Lion Dance, may be allowed during the day only by special arrangements made in advance with Manager. Manager shall have sole discretion in determining allowable music and noise levels. Users who desire loud music or noise should consider other event venues.
9. 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, outdoor cooking, etc.
10. Inflatable bouncers and snack machines (shaved ice, popcorn, cotton candy, etc.), if desired, must be provided by PCF's exclusive vendor. All arrangements are between User and exclusive vendor. PCF assumes no liability or responsibility. User must provide supervision of inflatable bouncers and snack machines at all times. Exclusive vendor is A & B Party Rentals. Contact exclusive vendor at anbpartyrentals.com or 688-7707/499-9231.

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11. If additional tables and chairs are required, User may bring in their own tables and chairs. If additional tables and chairs will be rented, PCF's exclusive vendor must be used. All arrangements are between User and exclusive vendor. PCF assumes no liability or responsibility. PCF's exclusive vendor for tables and chairs is A&B Party Rentals (688-7707/ 499-9231).
12. User may bring their own food or use any caterer of their choice. Gas and/or charcoal grilling is not allowed.
13. Pop-up tents may be erected with prior authorization of Manager. Tents must be properly secured without damaging Center property. Tents must be located so as not to block walkways and not to cause any hazards. Manager must be onsite to ensure safety of other Center guests if tent requires poles to be assembled.
14. One banner or sign may be secured on Center fence at the intersection of Komo Mai Drive and Hoomoana 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. Security deposit will not be refunded if event banners, signs, or posters are left up in the community.
15. 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 surface 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. Helium balloons that rose to the pavilion roof may be left as there is no way for Renter to safely retrieve such balloons. No helium decorations are allowed in the program area due to fans in the ceiling.
16. User shall make arrangements with the Manager about two weeks prior to the Event to review special requirements and to confirm User arrival time on the Event date for setup, Event end time, and number of guests.
17. 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.
18. 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.

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19. User is responsible for the Event. User or User's designee must be present at the Center throughout the Event, including setup and cleanup. User must not leave Center unattended.
20. Use of water slides, sprinklers, and water balloons are not permitted. Open flames are not permitted (hibachis, tiki torches, fire dance, etc.). Swimming pool is off-limits to User and Event guests.
21. User must comply with all posted Center rules. A copy is attached and is subject to change; see Center bulletin board for current copy. User must ensure that Event guests comply with posted Center rules.
22. 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. Coolers must not be in the pavilion. Liquid spills must be wiped up immediately as the pavilion floor gets slippery when wet.
23. Trash dumpsters, trash bags, brooms, dustpans, and mops are provided. User will comply with specific instructions from Manager regarding use of the trash dumpster.
24. After Event, 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. 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. Clean kitchen counters
 - d. Sweep floors and wipe up spills as necessary (do not mop)
 - e. Pick up trash in the Center, including the field, and in the area immediately surrounding the Center
 - f. Remove all banners, signs, and decorations
 - g. Remove all items and all food brought to the Center
 - h. Check with Manager before leaving

Note: Center staff will clean restrooms and mop floors.

25. 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

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agrees to pay for loss, damage, and penalties in excess of the security deposit within two weeks of receiving written notification.

26. If User desires to cancel a reservation, User must notify Manager in writing. If a reservation is cancelled two months or more before the Event, the rental fee and security deposit, if paid, will be refunded in full. If a reservation is canceled less than two months before the Event, the security deposit and half of the Use of Facilities fee, if paid, will be refunded and the remainder of the Use of Facilities fee will be retained as a cancellation penalty.
27. Special reduced fees or waiver of fees may be granted to government agencies, schools, or community meetings sponsored by organizations when the meeting is for the community benefit, as determined by the Manager.
28. For private parties with more than 300 guests, events collecting entrance fees, events selling goods or services, events that may cause heavy wear and tear on Center facilities as determined by the Manager, or events deemed as special risk by the Manager, special Use of Facilities fees may apply, as determined by the Manager. For such events, Manager may impose additional requirements, such as proof of liability insurance coverage of not less than \$2,000,000, assignment of PCF as an additional insured, and additional security.
29. 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.
30. If User's check is not honored by a financial institution, PCF will pass any resulting bank fees and a \$25 PCF processing fee to the Renter. PCF may deduct such fees from the security deposit.
31. Manager will make every effort to ensure that Center facilities are available for Event on the reserved date. However, in the event of Center unavailability due to 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 deposit, or allow User to reschedule Event to another available date. PCF's liability is limited to rental fees received from Renter.
32. PCF staff will have unrestricted access to the Center at all times.
33. 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.

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- 34. Failure to comply with the terms of this Agreement may result in immediate termination of Event, forfeiture of the rental fee, and assessment of penalties at the sole discretion of the Manager.

- 35. 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.

- 36. 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.

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

USER'S SIGNATURE _____ DATE _____