

# Kama'aina Kids

Hawaii's Enrichment & Education Professionals  
91-1841 Fort Weaver Rd. Ewa Beach, Hawaii 96706 (808) 681-1501

## Letter of Agreement for Hall Rental Services ■ Community Center @ CFS Family Center

<b>Name of User</b>		<b>Name of Business (if applicable)</b>		<b>Date of Event</b>	
<b>Mailing Address (street, city, st, zip)</b>			<b>Home/Cell#</b>	<b>Work#</b>	<b>Day of Week</b>
					<input type="checkbox"/> Saturday <input type="checkbox"/> Sunday <input type="checkbox"/> Friday <input type="checkbox"/> Monday-Thursday
<b>Time Schedule</b>					
<b>Entry</b>		<b>Start</b>		<b>End</b>	
<b>Exit</b>					
<b>Type of Event:</b> <input type="checkbox"/> Birthday <input type="checkbox"/> Meeting <input type="checkbox"/> Graduation <input type="checkbox"/> Fundraiser <input type="checkbox"/> Company <input type="checkbox"/> Other:					

## Terms & Conditions ■ Community Center @ CFS Family Center

### 1. Fees

Rental fees for use of the Community Center at the CFS Family Center in Ewa (hereafter referred to as the "Community Center") follow and are based on the charges set forth in the Community Center Policies and as set forth herein.

#### A. Hours & Standard Rental Fees *(Call 681-1501 for full availability and rates)*

DAYS	DURATION	FEE
<input type="checkbox"/> 1. Saturday	2:30pm to 12 midnight	\$1,500
<input type="checkbox"/> 2. Sunday	4:00pm to 10pm	\$1,100
<input type="checkbox"/> 3. Friday	4:30pm to 12 midnight	\$1,200
<input type="checkbox"/> 4. M-Th.	6pm to 10pm	\$650
<input type="checkbox"/> 5. Other	_____	\$ _____

Security Deposit\*: \$ \_\_\_\_\_

Rental Fee: \$ \_\_\_\_\_

GE Tax .04712 \$ \_\_\_\_\_

**TOTAL FEES DUE:** \$ \_\_\_\_\_

#### B. Security Deposit

An additional sum of \$500 shall be paid at time reservation is made to secure full and faithful performance of all terms and conditions contained in the Rental Agreement. If all conditions of the Terms and Conditions Checklist are met, the Security Deposit will be refunded. Any violation will result in forfeiture of deposit. **TOTAL DEPOSIT DUE: \$500.00**

#### C. Confirmation

Reservation is confirmed upon receipt of Security Deposit of \$500 and the signing of Rental Agreement. If more than one party is interested in a specific date, reservations will be done on a "first come, first served" basis. Payment shall be made by check, money order, or credit/debit card. Checks should be made payable to Kama'aina Kids. **We do not accept cash payments.** There will be a \$25 charge for any check that is returned due to insufficient funds. The balance of total fees due (less the Security Deposit) is 14 days prior to the reservation date.

#### D. Cancellation

Kama'aina Kids will refund all FEES, except Security Deposit and Service Charges, for any cancellations made within 60 days of reservation date. Cancellations made less than 30 days of reservation date are subject to additional charges at the discretion of Kama'aina Kids based on seasonal usage and inability to secure another RENTER. Cancellation within 60 days and less of the reservation date must be made in writing.

Terms & Conditions (continued) ▪ Community Center @ CFS Family Center

**E. Overtime Fees**

If the Renter unexpectedly runs past the agreed end time at the conclusion of Renter's event, the Renter will be assessed an overtime fee of \$25 per 15 minutes or a fraction thereof and cash payment will be required at the end of the event.

**2. Excused Non-Performance**

If, for any reason beyond its control, but not limited to accidents, acts of war, or acts of God, Kama'aina Kids is unable to perform its obligations under this Agreement, non-performance is excused and Kama'aina Kids may terminate this Agreement without liability of any nature upon return of Renter's fees and deposit. Kama'aina Kids will not be liable for consequential damages of any nature, under any circumstances, for any reason, whatsoever.

**3. Admissions Charges**

Will attendees be charged an admission fee?  Yes  No      Initials: \_\_\_\_\_

**4. Alcoholic Beverages**

The Community Center is an alcoholic-free facility. **Absolutely NO alcoholic beverages are allowed.**

**5. Rubbish/Garbage Removal**

The Renter shall be responsible for the removal of all rubbish/garbage from the premises and surrounding parking lot area immediately following the event. All rubbish/garbage should be discharged into designated dumpsters on the premises. Forfeiture of deposit shall be assessed if Kama'aina Kids staff must remove rubbish/garbage.

**6. General Clean-Up**

The Renter shall be responsible for sweeping and mopping the floors in the Community Center main hall, bathrooms, kitchen, and conference room immediately following the event. Toilets & bathroom sinks must also be cleaned. Kama'aina Kids shall provide cleaning supplies. The tables and chairs also need to be cleaned and put away in the proper storage area, and the kitchen counters, sink, and stove should be wiped down and free from any food or liquid. Failure to conduct general clean-up will result in forfeiture of full deposit.

**7. Indemnity & Exculpation**

**A. Indemnity**

The Renter shall indemnify, defend, and hold Kama'aina Kids, CFS Real Property Corp. (CFSRP), and Child and Family Service (CFS) harmless from and against all claims, proceeding, suits, damages, settlements, and awards arising in connection with or attributable to the use of the premises by the Renter and/or its guests, invitees, agents, or assignees. This indemnification shall, among other things, include indemnification against any and all actions, proceedings, attorney's fees, costs demands and any damages.

**B. Exculpation of Kama'aina Kids & CFS**

Kama'aina Kids, CFSRP, and CFS shall not be liable to the Renter for any damage to the Renter or Renter property or Renter's guest(s) from any cause. The Renter waives all claims against Kama'aina Kids, CFSRP, and CFS for damage to person or property arising for any reason.

**C. Default**

In the event of any default by the Renter of any of the terms herein, Renter shall be liable for all damages, including attorney's fees and costs, which may be incurred as a result of said default, and steps taken to address said fault.

The Renter has fully read and agrees to the Terms and Conditions of Agreement stated herein, and acknowledges it has been received and reviewed a copy of each of the foregoing, and hereby makes initial security deposit of \$500 to Kama'aina Kids for the engagement and usage of the Community Center. The Renter agrees to pay the total \$\_\_\_\_\_ rental fee 14 days prior to the rental date (\_\_\_\_\_). Failure to submit payment by this date will result in forfeiture of the initial \$500 payment and the termination of this agreement.

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## Terms & Conditions (continued) ▪ Community Center @ CFS Family Center

### 8. Accommodations

#### Community Center Main Hall

- Maximum Capacity 182
- 180 Chairs
- 22 Aluminum Tables (8'x30')
- 8'x12' Stage (16" high) w/steps

#### Kitchen:

- 4-Burner Electric Range
- Electric Oven
- Sink and Counter Space
- Microwave Oven
- Utensils, pots, pans, and dishware WILL NOT BE PROVIDED

-----PLAYGROUND IS NOT AVAILABLE FOR RENTER'S USAGE-----

### 9. Cooking

Sinks, hot water, counter space, and some refrigeration are available. Cooking is allowed only in the kitchen. No grills, open fires, or other heating elements will be allowed in or around the center.

### 10. Parking

Guest parking is available at the CFS Family Center.

### 11. Additional Structures

Tarps, tents, and other structures are allowed in the side yard; all activities in this area need to cease by 10pm.

### 12. Security Guard(s)

Kama'aina Kids, at its discretion, may require the hiring of Security (off-duty uniformed police officer(s) from the Honolulu Police Department) for the duration of the Renter's event at the Renter's expense. However, security is always recommended.

### 13. Set Ups or Decorations

Glitter and/or throwing confetti or rice is not allowed. Decorations may not be nailed, taped, or tacked to any part of the facility. If decorations need to be mounted on the walls, use of white putty tack is allowed. All decorations (excluding banners) may not be mounted any higher than the Community Center windows. Decorations must be removed immediately following Renter's event, and must comply with governmental laws, rules, regulations and ordinances, including but not limited to, fire code regulations.

No decorations will be allowed on the outside of the Community Center except for balloons and streamers. No signs will be allowed on the outside of the Community Center except in designated area above double doors where hooks are mounted. Failure to abide by the guidelines will result in forfeiture of full deposit.

### 14. Smoking

Smoking is not permitted within any of the buildings at the Community Center. In accordance with State law, smoking will only be allowed in the designated smoking area outside of the building. Any smoking done inside the building will result in the forfeiture of the security deposit.

### 15. Music

Amplified music or sound making activities must end by 10pm and must be in compliance with any other law, rule, regulation or ordinance.

Noise levels must be reasonable and be lowered if requested by Kama'aina Kids staff, CFS staff, or security/police officer(s).

### 16. Use of Kama'aina Kids & CFS Name

Permission to use the Community Center facilities shall not imply endorsement and/or sponsorship of the group's activities or events.

All publicity that includes Kama'aina Kids' or CFS' name shall be cleared through Kama'aina Kids and CFS.

### 17. Refund of Security Deposit

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## Terms & Conditions (continued) ▪ Community Center @ CFS Family Center

The whole security deposit shall be returned to the Renter upon completion of this contract provided the Renter has fully observed and performed all the terms and conditions of this contract including cleanup of the premises to the reasonable satisfaction of Kama'aina Kids staff.

Penalty fees will be deducted from the security deposit in the event of damages to equipment or facility, inadequate cleanup, or any additional costs relating to the rental of the facility.

Security deposit is refunded within 4-6 weeks after event date. There may be a delay in the refund if a matter pertaining to the usage needs to be resolved.

### 18. Guests & Conduct

Kama'aina Kids requires that one adult (in supervisory capacity) be in attendance for every 15 guests under the age of seventeen (17) years old in attendance at the event.

Smoking is not permitted within any of the buildings at the Community Center. Smoking will only be allowed in designated smoking areas outside the building. Any smoking done inside the building will result in the forfeiture of the security deposit.

### 19. Kama'aina Kids reserves the right to terminate any event under the following circumstances:

- a) The event is not properly chaperoned.
- b) The conduct of the guests attending the event presents a threat to the health and safety of the individuals, or could damage the Community Center or Surrounding properties.
- c) Rules and regulations are not complied with.

*We, the undersigned, understand the above policies and will abide by all terms and conditions as set forth in this agreement. The Renter hereby agrees to and assumes full and all responsibilities and liabilities for any damages, destruction, and/or losses incurred by Kama'aina Kids during or as a result of the Renter's engagement and usage of the Community Center. The Renter also agrees that Kama'aina Kids may assess charges to the Renter for any damage, destruction or loss to the Community Center property as a result of Renter's usage of the Community Center.*

Renter or Authorized Agent (print)	Signature	Date
Kama'aina Kids (print)	Signature	Date

### -----Payment Authorization/Information-----

~Please complete and submit to Kama'aina Kids Ewa Preschool. Please make checks payable to Kama'aina Kids.~

Card Type:  VISA  MasterCard  American Express  Discover

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Initial Charge Amount: \$ \_\_\_\_\_ Charge Balance Amount \$ \_\_\_\_\_

Cardholder Name (print as it appears on card) \_\_\_\_\_ Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Zip Code \_\_\_\_\_

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## Terms & Conditions (continued) ▪ Community Center @ CFS Family Center

### Security

- No alcoholic beverages
- No usage of playground
- No loitering in parking lot
- Entertainment must cease at 10pm

### Community Center

- Wipe down chairs (as needed)
- Wipe down tables (as needed)
- Stack and store all chairs and tables
- Sweep all floors (including restrooms)
- Wet mop all floors (including restrooms)
- Empty trash cans/bags into designated dumpster
- Replace trash liners
- Restrooms must be in order

### Kitchen

- Wipe down counters (with cleanser provided)
- Turn off and wipe down stove and oven
- Clean sinks
- Remove your utensils, pots, dishware
- Sweep floor
- Wet mop floor
- Empty trash cans/bags into designated dumpster
- Replace trash liners
- Clean microwave oven
- Wipe any spill in the refrigerator

### Bathrooms

- Clean sinks and toilets
- Clean mirrors and towel holders

### Grounds

- Pick up any trash cigarette/cigar butts on the walkways immediately around the Community Center
- Empty ashtrays and store in storage room
- Remove all signs

### Lock Up

- Turn off all water faucets
- Turn off all lights
- Check out with staff

- Clean up was done to the satisfaction of Kama'aina Kids
- Clean up was unsatisfactory. The following items were done by Kama'aina Kids staff:

Renter's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Kama'aina Kids  
Staff Signature: \_\_\_\_\_

Date: \_\_\_\_\_

After the scheduled event this form must be signed by both parties before security deposit will be refunded