

KAILAPA COMMUNITY ASSOCIATION PAVILION USER AGREEMENT

Maximum Capacity: 120 persons

**This Agreement is made by and between the Kailapa
Community Association (referred to as KCA) and Responsible
Party (referred to as RP)**

Date of Event: _____ **Date Filed** _____

Name: _____

Signature: _____

Mailing Address: _____

Home Address: _____

Email Address: _____

Phone Number: _____

Are you a Kailapa Resident (check one) Yes No

**RESIDENT RATE: \$300.00 per day plus \$250.00 refundable
deposit. Non-resident Rate: \$600.00 per day plus \$250.00
refundable deposit.**

**Location: Kailapa Community Association Pavilion 61-4160 Kai
Opae Place Kawaihae, HI 96743 Area Includes: Approximately
3000 square feet of space, A.C with remotes, Audio/Visual
Equipment including two(2), 55inch TV/monitor screens.
Two(2), single stall restrooms. Tables and chairs; note: a fee will
be charged for damaged tables and/or chairs. (approx. 150
chairs and 15-6'x3' plastic tables available) Parking area with
approximately 20 stalls located on makai side of playground,
limited Handicapped Parking near the mailboxes at front of**

building. *It is a federal offense to block access to mailboxes.
Violators will be prosecuted accordingly. Permitted parking only in
handicap stalls. On-street parking is also available. Also available
for use are one (1) standard size refrigerator/freezer and one (1)
large stand up freezer. *Please keep in mind that the Pavilion
does not have a certified kitchen, sink or storage area for food
preparation. Use of Premises: RP shall occupy and use the
premises only for the purpose
of: _____

Hours of Use: _____ TO _____

1. _____ No tents or canopies allowed on premises. - The use of
nails, staples, push pins, thumb tacks, tape, in/on the walls or
windows is not permitted - All unlawful activities, including but
not limited to: the use of firearms, flammable including torches,
candles, fireworks, open flames and explosives of any kind, bow
and arrows, paint and pellet guns, and/or poisonous substances
of any kind are strictly prohibited.

2. _____ THE USE OF ALCOHOL, TOBACCO AND ILLEGAL
DRUGS ANYWHERE ON THE PREMISES IS STRICTLY
PROHIBITED. THE PRESENCE OF THESE ITEMS WILL
RESULT FORFEITURE OF THE ENTIRE SECURITY DEPOSIT
AND IMMEDIATE TERMINATION OF THE EVENT. RP further
agrees that all use of the premises shall be in strict compliance
with this agreement and all requirements of federal, state, and
County Statutes, rules and regulations.

3. _____ Acceptance of premises: A representative from KCA will
issue the premises to RP clean and free of debris with plumbing
and electronic systems in good working order. The RP will
inspect premises with an authorized KCA representative.

Existing damage or inoperable systems will be noted. -Facility shall not be used for fundraisers, ticketed events, sales, marketing or auctions for the expressed intent to raise money for personal or commercial gain.

4. **CLEAN UP AND RETURN OF PREMISES:** - The RP and it's vendors, contractors and sub-contractors must end all entertainment NO LATER THAN 10 PM and complete clean up, trash removal, secure premises and vacate with lights out by 11pm. **NO WASHING DISHES IN BATHROOMS OR FOOD WASTE LEFT ON PREMISES.**

5. **Non-compliance with requirements of this agreement will forfeit all or part of security deposit to KCA.** Non-compliance includes but is not limited to: -should KCA incur any expenses to complete cleanup of the premises, repair or restore any damages or loss, or the loss of the ability to rent the facility. -If the premises is not cleaned, secured and vacated by 11pm, the RP will forfeit the entire deposit. - If the cost and expense incurred by KCA exceeds the amount of the security deposit, the RP shall pay the balance of additional cost(s) on demand. -No storage space available. KCA is not liable for lost, stolen or damaged property of RP or attendees.

6. **No water activities of any kind allowed on KCA property, including but not limited to: water balloons, water slides, inflatables, bouncy houses, etc. No washing of dishes or utensils in bathroom sinks.**

7. **RP MUST PROVIDE TOILET PAPER, PAPER TOWELS, HAND SOAP AND CLEANING SUPPLIES FOR THE EVENT.**
Waiver, Release and Indemnification: RP and participants of event, including but not limited to successors, assigns, agents,

guests and attendees, hereby waive, release and forever exempts KCA, it's employees, contractors, volunteers and board members from any and all liability and claims for loss or damages however denominated. Furthermore, for any and all attendees no responsibility shall be assigned to KCA, or any of its affiliates, in the event of, but not limited to, personal injury, death or property damage, or any expenses incurred within. RP duties, liabilities and obligations included in this paragraph shall survive any termination, cancellation or expiration of User Agreement. Medical and Safety Emergencies: ANY MEDICAL EMERGENCIES ARE TO BE REPORTED TO LOCAL AUTHORITIES BY CALLING 911. Reassignment and subletting: There is no reassignment or subletting of Kailapa Community Association Facility allowed. Personal Property: KCA will not be responsible for any personal property missing, damaged, stolen or abandoned on property.

Responsible party signature _____

KCA representative signature _____

Mahalo, me ka ehuehu i ka pono!

Kailapa Community Association