



*“The WCA serves the entire North Shore Community with meaningful educational and recreational programs. The WCA is a gathering place where children, teens, adults and seniors are encouraged to engage in meaningful social activities that stimulate and support individuals and community.”*

## SHORT TERM RENTAL AGREEMENT for PARTIES, CONCERTS, EVENTS

Thank you for your interest in using our facilities. Please return completed form to WCA Office: 66-434 Kamehameha Hwy., Haleiwa, Hawaii 96712. Phone: 808-637-4606 E-mail: wca96712@hawaii.rr.com

### Section 1 - Applicant

Name/Organization: \_\_\_\_\_

Best Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Best Contact Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

### Section 2 - Use of Facilities

Facility Requested: Gym \_\_\_\_\_ Cottage #2 \_\_\_\_\_ Atherton Room \_\_\_\_\_ Lawn \_\_\_\_\_

<b>FEE SCHEDULE (Subject to change)</b>		
<b>GYM ONLY</b>	\$300.00 Deposit + \$350.00 Use Fee	<b>Incidental Lawn Use (small portion)</b>
<b>GYM AND LAWN</b>	\$300.00 Deposit + \$700.00 Use Fee	<b>Full Lawn Use</b>
<b>LAWN ONLY</b>	<b>\$300.00 Deposit + \$350.00 Use Fee</b>	Full Lawn Use
<b>ATHERTON</b>	\$25.00/Hr	Small meetings
<b>COTTAGE #2</b>	\$30.00/Hr	Small meetings

**For smaller/shorter events, LAWN can be rented for \$50.00/Hr for maximum of 3 hrs**

Date(s) Requested: \_\_\_\_\_

Time Requested: \_\_\_\_\_ to \_\_\_\_\_

Have you used the WCA facilities in the past? \_\_\_\_\_

For what purpose are you renting the facilities? \_\_\_\_\_

Use of Gym, Cottage, Club Room and/or Lawn for party/event will be based on current rates and availability. See office manager for details.

### Section 3 - Security Deposit and Payment

The current fee for the use of the gym for a party/event is **\$650.00** broken down as follows: **\$300.00** Security Deposit due at the time of signing the contract. **\$350.00** Fee for rental of the



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Gym or Lawn (or \$700.00 Fee for Gym *and* Lawn) due no later than 15 days before party/event.

The applicant will pay \$300.00 security deposit payable via check or money order with this form to secure the day(s) of rental. The balance of \$350.00 or \$700.00 will be paid no later than 15 days prior to rental date. Failure to provide final payment in a timely manner will nullify the agreement with WCA and the space will again become available to others. If rental date is less than 10 days, balance is due in full at signing of this agreement. There will be a \$30.00 return check fee on any payment returned for non-sufficient funds.

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## Section 4 - Renter

The term “Renter” used herein will in all cases mean the person or entity indicated by the signature on this contract. If the entity is not a partnership, joint venture, for profit or non-profit organization duly organized and registered with the Department of Commerce and Consumer Affairs, State of Hawaii, the term will also include the specific individual or individuals executing this agreement and in such cases no attempted limited endorsement will be effective.

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## Section 5 - Terms and Conditions (Please read carefully)

In this section are laid out the terms and conditions for use of the WCA facilities.

**Exceptions:** There will be no exceptions to these rules and the rules will be strictly enforced. Failure to follow the rules as laid out will result in forfeiture of the entire deposit.

**Time available for use:** The time allowed to use the gym on the reserved date by the “Renter” will be from 2:00 pm to 4:00 PM to set-up and from 4:00 PM to 9:30 PM for the event. If no one is using the facility before 2:00 PM, the renter may enter the facilities earlier to setup but must check with office manager first. Clean up must be completed by 10:30 PM that same evening, and all persons must be off the premises by 10:45 PM. Hours different from this must be approved by the WCA. **The Renter is fully responsible to acquire the services of an off-duty HPD officer to be present at the WCA during the event/ party (provide proof prior to event).** The Honolulu Police may require more than one officer depending on number of people attending the event. **For concerts, 2 off-duty HPD officers are required.** You can go online for this at: <https://www.honolulu.org/police-services/hire-a-special-duty-officer/>

**Facility Clean-up:** Sweep and mop Gym floor, clean kitchen (if used), clean bathrooms, pick up all rubbish resulting from event (including exterior areas) and haul trash away from site after event is finished. **Do not use the WCA trash bin or leave rubbish on site (rubbish must be removed from site).** Close all lights, turn off fans and close all jalousies (lower half) and doors.



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All reservations and agreements are made and subject to the rules and regulations of the Waialua Community Association and the following conditions of the Terms of this contract (**please initial next to each statement**):

- \_\_\_ 1. **EVENT INSURANCE:** Renter shall obtain Event Insurance for the event naming the Waialua Community Association as additional insured. The event cannot be held unless this insurance is in place for the date of the event. This insurance can be provided by your insurance carrier or online sites specializing in this type of insurance (online sites that have been used: <https://www.eventsured.com/>, <https://www.theeventhelper.com>, <https://www.geico.com/event-insurance/>, <https://hawaiian.insure/business-insurance/event-insurance/>)
- \_\_\_ 2. **Absolutely no Alcoholic Beverages allowed without Event Insurance that includes use of alcohol .** Consumption of alcoholic beverages anywhere on site without this insurance will result in forfeiture of entire deposit and possible restriction from future use.
- \_\_\_ 3. No nails or staples may be used on the walls or floor of the building. Any tape used in putting up decorations must be removed at the end of the event. This includes walls, floor, stage, etc. Tables and chairs brought in from the outside must have rubber or plastic footings. No glass drinking cups or bottles.
- \_\_\_ 4. Premises and grounds must be cleaned after use, including kitchen, bathrooms, and gym floor. Rubbish must be hauled away that night. All gym doors will be secured. The front entrance locked and the gym lights and fans turned off. Failure to comply with the above rules will result in the forfeiture of the entire deposit.
- \_\_\_ 5. Renter will provide their own hand tools, trash bags, and kitchen utensils. Renter understands that mops, brooms, rakes, dust pans, and dust mops are provided but are the property of the WCA. If any of these items are stolen or lost, Renter agrees to replace these items. Gym floor mats are to be left in place during the event.
- \_\_\_ 6. All applicable Federal, State, and Local taxes related to this contract must be paid for by the Renter.
- \_\_\_ 7. **Maximum occupancy of the gym is 299 people.**
- \_\_\_ 8. The use of the WCA tables and chairs is a courtesy only. Care shall be taken so as not to damage them. We do not guarantee sufficient tables and chairs for the renter’s particular event. Renter will provide additional tables and chairs to meet the needs of the event. No WCA chairs/tables are to be used outside.
- \_\_\_ 9. The use of the Gas Range is a courtesy only. Renter must designate person(s) authorized to start up and shut down range. Such person(s) shall complete short instructional session with a WCA staff member the week of the event (**not on the day of the event**). Without such instruction, the renter will not be authorized to use the gas range.
- \_\_\_ 10. The renter may temporarily store items in the refrigerator but must remove all items and assure refrigerator is left clean after use.
- \_\_\_ 11. Renter will be responsible for all guests and their actions while on site for the event.

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## **CHARGES FOR NON-COMPLIANCE:**

Charges for non-compliance of contract requirements will be deducted from the deposit. In the event it is determined by the WCA Office Manager and Trustees that there have been flagrant violations of the terms



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and conditions, the entire deposit may be forfeited. A flagrant violation would include but is not limited to the use of alcohol on any portion of the WCA property without an Event Insurance in place and any illegal activity including use of fireworks.

These costs are a guide only and circumstances may modify this:

- Failure to clean facilities (gym floor, kitchen and bathrooms): .....\$ 100.00
- Failure to return tables and chairs as they were found .....\$ 50.00
- Rubbish not picked up inside and outside, bagged and hauled away : .....\$ 50.00
- Tape not removed from the walls or use of staples: .....\$ 50.00
- Gym lights and fans not turned off, louvers and doors not locked: .....\$ 50.00
- Any indication of alcohol use without Event Insurance that includes alcohol...Loss of Deposit
- Any indication of illegal activity including fireworks.....Loss of Deposit
- No Police on site .....Loss of Deposit
- Use of the gas range without trained authorized user: .....Loss of Deposit
- Breakage or damage of WCA property .....To be determined

**Will Gas Range be used:** \_\_\_\_\_

If yes, please provide Name of person(s) to receive instruction on use (print clearly):

\_\_\_\_\_  
\_\_\_\_\_

**Will alcohol be allowed:** \_\_\_\_\_

If yes ,please provide copy of Event Insurance prior to event day . No alcohol consumption on the premises will be allowed without Event Insurance including alcohol in place.

### **Cancellation of Contract**

If this contract is cancelled by the Renter, it will be a written notice from the person who signed the contract. Notice of cancellation will be received at the office of the WCA **no later than (3) weeks** prior to the scheduled date of the event. If the Renter cancels the event as described in this contract, the deposit will be refunded less \$50.00 administrative costs. Failure to submit notice as specified will result in forfeiture of the entire deposit.



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## Responsibility/Liability

**Renter will assume full responsibility/liability for any injury to any and all persons whether they are their agents, employees, guests at the event, or public in general arising out of the use, occupancy of the WCA that is caused by the Renter, his/her agents, employees, guests, licensees, or invitees. The Renter will indemnify, defend, hold and save the WCA harmless from and against any loss or injury.**

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**SIGNATURE:** ( I Agree that use of a typed signature will constitute my legal signature as if signed manually)

I have read, understand and agree to all terms of this contract:

Signature of Authorized Person: \_\_\_\_\_

Print Name of Authorized person: \_\_\_\_\_

Date: \_\_\_\_\_ Email to: [wca66434@gmail.com](mailto:wca66434@gmail.com) or Mail to: Waialua Community Association 66-434 Kamehameha Hwy. Haleiwa, Hawaii 96712

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### For WCA Office Use Only:

Deposit Rec'd on (date): \_\_\_\_\_ Receipt No. \_\_\_\_\_

Balance Owed: \$ \_\_\_\_\_

Balance Rec'd on (date): \_\_\_\_\_ Receipt No. \_\_\_\_\_

Facilities Clean: \_\_\_\_\_

Non-Compliances (if any):

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Deposit Return Amount: \$ \_\_\_\_\_ Deposit Return Date: \_\_\_\_\_

Ck. No. \_\_\_\_\_

Final Approval by (Exec Comm.): \_\_\_\_\_

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



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## KEEP WITH YOU FACILITY CLEANUP CHECK LIST AFTER PARTY/EVENT RESPONSIBLE PERSON TO ASSURE THAT:

- ABSOLUTELY NO OPEN FIRES OR FIREWORKS ALLOWED.**
- DO NOT ALLOW CHILDREN TO PLAY ON NORTH SHORE CHAMBER PROPERTY OR OTHER RESTRICTED AREAS (SEE MAP). WATCH YOUR KEIKI.
- NO STAPLES OR NAILS ARE USED TO PUT UP DECORATIONS.
- NO PLANTS ARE TO BE CUT OR PICKED FROM FACILITY PREMISES
- ALL TABLES AND CHAIRS ARE PUT BACK NEATLY AS YOU FOUND THEM (BE SURE TABLES ARE WIPED CLEAN BEFORE STACKING)
- GYM FLOOR IS SWEEPED (MOP ONLY WHERE THERE HAVE BEEN SPILLS)
- KITCHEN IS CLEANED IF USED
  - WIPE ALL COUNTERS
  - CLEAN SINK
  - EMPTY FLOOR DRAIN STRAINER OF ANY FOOD ITEMS
  - ASSURE GAS ON STOVE TURNED OFF (IF USED) BY THE AUTHORIZED PERSON.
  - WIPE INSIDE OF REFRIGERATURE IF USED.
  - SWEEP FLOOR AND MOP IF NEEDED
  - TAKE TRASH AWAY
  - DO NOT LEAVE ANY FOOD IN REFRIGERATOR WHEN YOU LEAVE.
- RESTROOMS ARE LEFT CLEAN AND SWEEPED.
- ALL JALOUSIES ARE CLOSED (AS BEST AS POSSIBLE)
- ALL LIGHTS ARE TURNED OFF



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- ALL DOORS ARE LOCKED AND KEYS RETURNED TO LOCK BOX IF USED
- ALL RUBBISH FROM EVENT/PARTY ON THE INSIDE, OUTSIDE LAWN AND PARKING AREAS ARE PICKED UP. REMOVE ALL DECORATIONS.
- ALL TRASH IS REMOVED FROM PREMISES.**
- DO NOT USE OR TAKE ANYTHING THAT DOES NOT BELONG TO YOU

**THE FOLLOWING WILL FORFEIT YOUR ENTIRE DEPOSIT AND MAY RESULT IN BAN FROM FUTURE USE OF THE FACILITY:**

**1 - ANY INDICATION OF ALCOHOL USE WITHOUT EVENT INSURANCE THAT INCLUDES ALCOHOL**

**2 - LACK OF POLICE PRESENCE**

**3 - ANY INDICATION OF ACTIVITY DEEMED ILLEGAL OR DANGEROUS WHICH INCLUDES THE USE OF FIREWORKS**

**4 - USE OF GAS RANGE WITHOUT TRAINED AUTHORIZED PERSON**



**WAI'ALUA COMMUNITY ASSOCIATION  
BOARD OF TRUSTEES**



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