

# OCEAN POINTE RESIDENTIAL COMMUNITY ASSOCIATION (OPRCA) COMMUNITY CENTER RENTAL APPLICATION – Hoakalei Residents

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Website: www.oprca.com

Date of event:	Activity	Type:			
Name of Hoakalei CA Resident:					
Hoakalei CA Street Address:					
Phone #:	E-mail:				
<b>Community Center Rental Hours and </b>	Fees:				
Available Saturday & Sunday	Day Hours 10:00 am – 2:00 pm	n	Evening Hours 5:00 pm – 9:00 pm		
Number of Guests 1-100*	Rental Fee/Cleanin \$175.00 / \$75.00		<u>Initials</u>		
Security Deposit	\$250.00 (Refunda	.ble)	<del></del>		
Requirements: The Community Center is for the exclusive use of Ocean Pointe Residential Community Association Homeowners and Hoakalei Residential Community Association Homeowners who are listed on the property deed. Tenants must be listed by the Homeowner as "Head of Household" with a current Homeowner Transfer of Privileges Form in order to reserve the Community Center. Host/Renter must be an OPRCA or HRCA resident, eighteen years or older.  Homeowners are required to be in good standing with the Association. Any Homeowners, who are delinquent on AOAO maintenance fees or assessments, including any tenants authorized under a Homeowner Transfer of Privileges Form, will have their Community Center rental privileges suspended.					
Office use only:					
Date Application Received:	S	ub-Association Name:			
Rental Fee: C Cleaning Fee: C Deposit Amount: \$250.00 Check #:	Check #:	Date:			

**Reservations:** The use of the Community Center is on a first come, first serve basis. A reservation may be made up to thirty (30) days in advance upon availability. Rental Application with rental and cleaning fee are due at the time of reservation.

**Confirmed Reservations**: A reservation is only set when an OPRCA staff member confirms date/time availability, receives completed rental application and required payments.

**Rental Fee**: The rental fee is non-refundable. Payment of rental fee is required. The rental fee includes use of tables and chairs, party room, kitchen/kitchen appliances, designated barbeque area, restrooms, open lanai, front lawn area and parking lot.

**Cleaning Fee**: The cleaning fee is non-refundable. Payment of cleaning fee is required. Charge is based on the cleaning company and paid directly to the cleaning company. OPRCA staff will coordinate with cleaning company. All additional charges beyond normal cleaning will be charged to the Host/Renter and will be deducted from the security deposit.

Security Deposit (Cashier Check Only): Security deposit in its entirety is due the Friday prior to the event. Cashier check should be made payable to "Ocean Pointe Residential Community Association". Security deposit check will be returned to the host/Renters the next business day following the event, provided an OPRCA staff member verifies there are no unsettled balances, damages, or penalties for violations and no reports from the Honolulu Police Department (HPD) and/or Security.

\*\*All fees are subject to change without prior notice. If an application is approved, stated rental rate will be honored. \*\*

**Returned Checks**: Checks dishonored or returned by a financial institution will result in immediate cancellation and loss of reservation priority. OPRCA penalty charges will apply to all dishonored/returned checks as set by the financial institution.

**Cancellation:** Cancellation notices must be submitted in writing at least fourteen days prior to the event date to receive a full refund. No refunds are made for cancellations less than seven (7) days prior to the event date. Event date changes (rescheduling the event to a different date) is subject to availability.

Damages/Losses: The sponsor will be held responsible for any loss or damages to equipment or the facility including reasonable collection fees and costs if deemed necessary. OPRCA assumes no responsibility for property brought into the Community Center by the Host/Renter. Damages to any Community Center property or grounds will be charged to the deposit. If damages exceed the deposit amount, sponsor is required to reimburse the OPRCA Community Center in its entirety. If there are any outstanding balances, the Board of Directors, OPRCA staff and/or the managing agent has the authority to deny future use of the Community Center and will take legal action for full reimbursement.

**Air Conditioner:** A/C is NOT a guaranteed rental feature. Air Conditioner use is subject to room accommodation. The A/C temperature will be raised or will be turned off for any parties over room capacity. \*The maximum room capacity is 42 persons – front sliding doors are required to be opened to accommodate guests more than capacity.

Owner Initial	OPRCA Initial
O WINCE THIRDING	

**SPECIAL ACTIVITIES** – If you plan to have inflatable bouncers/slides, snack machines, games, etc., please provide the following information:

Activity Type	Vendor/Company Name	Quantity
1		
2		
3		
4		

For each activity, please provide OPRCA with a copy of the vendor's liability insurance with Ocean Pointe Residential Community Association added as additional insured. A minimum coverage of \$1,000,000 is required. If the Renter/Owner personally owns any of the equipment, the owner must provide a copy of their homeowner's insurance showing proof of adequate insurance coverage. A minimum coverage of \$1,000,000 is required.

Failure to show proof of adequate liability insurance or to provide any required documentation within 14 days prior to the scheduled event date will result in a denial of the use of any such equipment on the OPRCA Community Center property.

#### Inflatable bouncers/slides:

- Cannot exceed 15' x 15' in size
- Must use stand-alone generator. Use of the Community Center's electricity will result in loss of security deposit.
- Bounces can only be anchored in designated area only.
- Inflatable bounces requiring use of water (example: inflatable water slides) are not allowed.

Water activities of any kind are not allowed.

# OCEAN POINTE RESIDENTIAL COMMUNITY ASSOCIATION (OPRCA) COMMUNITY CENTER GENERAL RULES & GUIDELINES

- 1. The host/renter is required to be present throughout the rental period (including set-up and clean up) until the last guest vacates the premises.
- 2. Host/renters will be held accountable for the behavior and actions of all invited guests. Hosts/renters are responsible for ensuring their guests follow all Community Center rules and guidelines and refrain from disruptive or dangerous behavior. This includes, climbing of any wall/fence/tree, running, pushing, yelling, and/or unnecessary screaming or use of profanity.
- 3. No amplified sound equipment allowed. The music volume must be kept at a minimum so as to not disturb neighboring units. Noise and nuisance guidelines apply.
- 4. Sub-associations rules to which the owner/sponsor belongs will also apply during event.
- 5. If a complaint about an event is made to OPRCA, the owner/sponsor may lose their reservation privileges for a period of time, to be determined by the OPRCA Board of Directors.
- 6. Random checks will be made to verify authorized users. Any member of the Board of Directors, OPRCA Staff and/or representative of the Managing Agent may request any individual to leave the Community Center for inappropriate behavior or unauthorized use. If host/renter and/or invited guest are requested to leave the premises and do not, HPD will be summoned.
- 7. Please be advised that being belligerent to the staff on duty and/or refusing to obey their instructions will result in the immediate termination of the event with the forfeiture of the security deposit.
- 8. If the number of guests exceeds the posted room capacity, the sliding glass doors must be opened.
- 9. The following are prohibited disregard of the following will result in the loss of the security deposit and possible suspension of rental privileges.
  - a. Alcohol. Service of or consumption of alcohol on Community Center property or grounds is prohibited. This includes the building, front lawn area and parking lot.
  - b. Smoking. Smoking on Community Center property or grounds is prohibited. This includes the building, front lawn area and parking lot.
  - c. Fire dancing, fireworks, any activity including open flames, and any type of fire hazard materials. Exception: candles on a birthday cake.
  - d. Piñatas. Pull-string type piñatas are permitted.
  - e. Climbing over the fence to gain entry from neighboring properties.
  - f. Illegal parking on streets. City and County parking codes apply. This includes parking less than 10 ft. from fire hydrants, blocking driveways and pedestrian walkways, etc.
  - g. Pets are not allowed in the Community Center building except certified service dogs (including emotional need pets). Any pet/animal urinating, expelling of fecal matter and/or vomitus substances will be charged a flat rate cleaning fee of \$75.00. All pet owner(s) are required to register their service animals with the OPRCA staff prior to attending any event, meeting and/or function at the Community Center. OPRCA requires legal/certified

documentation of such service requirement.

- h. Use of bicycles, scooters, skates, skateboards, and similar equipment allowing similar mobility within the Community Center parking lot. (Sub-association rules apply)
- i. Sports equipment that may increase the risk of a person darting into the roadway (Example: kickball, baseball and football, etc. without the appropriate perimeter safety net in the lawn area)
- j. Use of glass bottles and/or glass containers of any kind outside of the party room area.
- 10. Failure to secure the Community Center (including windows and doors) will result in forfeiture of your deposit. Failure to return keys in a timely matter may result in a fine to re-key the entire property, to be determined at the time of incident.

#### Front Lawn/Parking Area:

- 1. No tables, chairs or tents are allowed on the lawn area.
- 2. No stakes or pegs allowed in the ground. This is to ensure no sprinkler and/or irrigation lines are punctured or damaged.
- 3. Community Center furniture, appliances and equipment may not be set up in any way in the parking area. Parking area is for the strict use of vehicle parking.

### Designated Barbeque Area:

Designated area is located at the rear of the Community Center building between the trash enclosure and the light pole.

- 1. Only gas or propane grills are allowed to be used in the designated barbeque area. Other grills that require the use of charcoal, wood, oil, paper material, etc. are not allowed.
- 2. Anyone barbequing in a non-designated area (such as parking stalls, front lawn, front patio area, etc.) will constitute an immediate shut down of party and suspension of future use of the Community Center.

## **Set Up:** Begins one (1) hour before event start time.

- 1. All furniture and equipment must remain in the Community Center Building and Lanai Area.
- 2. Only painter's tape is allowed for securing anything to the walls, tables, and chairs. Decorations that require nails, staples, thumbtacks and adhesive tape absolutely no scotch tape, masking tape, duct tape, etc. is allowed to be used inside or outside of the community center.
- 3. All tables must be covered with liners. Painters tape must be used to secure liners.

**Clean up:** Begins one (1) hour after the event end time. Host/Renter must ensure that all guests have vacated from the property no later than 3:00pm for day hours and by 10:00pm for evening hours.

The Host/Renter is responsible for the general cleaning of the entire Community Center area - this includes the party room, kitchen, restrooms, open lanai, front lawn area and parking lot.

Completed clean-up will include:

- 1. All tables and chairs must be cleaned of all food remnants and/or sticky residues prior to placing them in the closet and the chair rack. If the tables or chairs are found soiled, the host/renter will be required to return and clean all tables and chairs.
- 2. All decorations have been removed. This includes the painters tape used to secure them. If any tape is found remaining on the chairs, tables or facilities, the host/renter will be required to return and

remove them.

- 3. Floors have been vacuumed/swept/mopped to pre-party condition.
- 4. All trash containers have been emptied and trash bags disposed in main trash bin located behind the building.
- 5. Community Center building, lanai, parking and lawn area is cleaned of any debris/litter.
- 6. Remove all signs and/or banners posted within the community upon the completion of the event (i.e. parking lot, driveway(s), entry areas, all Roadways). Any Host/Renter that fails to remove their signs and/or Banner(s) will be assessed a flat penalty fee of \$50.00 which will be deducted from the security deposit. New State Laws have penalties for posting signs on lights poles, street signs, etc.

INDEMNIFICATION AGREEMENT: Host/Renter does hereby agree to release and hold harmless, Ocean Pointe Residential Community Association (OPRCA), its officers, employees, managing agent, members, successor and assigns in connection with any claim or loss arising from the Host/Renter's use of the Community Center. Any Host/Renter and/ or their invited guest who disregard the terms of the Rental Application of the Community Center General Rules and Guidelines will not be authorized to rent the facility for a period of time which will be determined by the Board of Directors. A one (1) year to three (3) year suspension will be considered on a case by case scenario from the date of their event and will forfeit their entire deposit.

By signing this form, I understand the conditions and agree to abide by the above general rules and guidelines.

Signature: Owner/Sponsor	 Date	
Signature: Owner/Sponsor	Date	