



OCEAN POINTE RESIDENTIAL COMMUNITY ASSOCIATION (OPRCA)
COMMUNITY CENTER FACILITY USAGE 501C3 APPLICATION

91-6545 Kapolei Parkway Ewa Beach, HI 96706
Phone: 808-689-7500 Fax: 808-689-7555 Email: design@oprca.com
Website: www.oprca.com

IMPORTANT: Full payment of all fees and deposits must accompany this completed application in order to request a reservation.
Complete reservation requests are processed in the order in which they are received. ** Reservations require approval
from the Ocean Pointe Board Director or designee; ** once approved, a Facility Permit will be issued.

Date of event: _____

Name of Ocean Pointe Homeowner (Host/Renter): _____

Ocean Pointe Homeowner Street Address: _____

Phone #: _____ E-mail: _____

Community Center Rental Hours and Fees:

Available: [] Monday [] Wednesday [] Thursday
Day Hours: 10:00 am – 12:00 pm
Evening Hours: 5:00 pm – 7:00 pm

Number of Guests: 1-42* Max
Rental Fee: \$75.00
Initials: _____

Security Deposit: \$250.00 (Refundable)
Initials: _____

Requirements: The Ocean Pointe Residential Community Association homeowners who are 1) named on the property title, and 2) members of the Board of Directors, or are the Executive Director, of a non-profit 501C3 are permitted to utilize the community center at a discounted rate. Please check and initial below.

[] 501C3 [] Liability Insurance [] G.E Tax license [] Food handlers Card

Homeowners are required to be in good standing with the Ocean Pointe Residential Community Association ("Association") and the Sub-Association. Any Homeowners, who are delinquent on maintenance fees or assessments, including any that are incomplete or from an Owner who is not in good standing, i.e., has outstanding violations of the Master Declaration, Design Guidelines, special conditions, and restrictions identified above, any Sub-Association Declaration, rules, regulations, and any Declaration of CPR, will have their Community Center rental privileges suspended.

The owner must be in good standing, there must be a 501C3 status letter on file with the application, one rental each quarter for a non-profit, a deposit to be retained with the liability application, and a brief description of how the facility will be utilized. The rentals may only be made once every three months; they cannot be made in advance for the whole year. Priority is given to OPRCA and sub-association activities and meetings.

PLEASE FILL IN BELOW NON-PROFIT 501C3 INFORMATION BELOW:

Name of Group: _____ Type of Function: _____

Contact Person/Title: _____ Email: _____ Ph. Number: _____

Address: _____ City: _____ State: _____ Zip: _____

Please provide a DETAILED DESCRIPTION of the facility's intended purpose:

Office use only:

Date Application Received: _____

Rental Fee (Check or money order) Amount: \$75.00 Check #: _____ Date: _____
Security Deposit (Cashier's Check) Amount: \$250.00 Check #: _____ Date: _____ Initial P/U: _____

Please make the check payable to: Ocean Pointe Residential Community Association

PLEASE INITIAL THE FOLLOWING ITEMS TO ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THESE REGULATIONS:

Please Check Yes or No:

- Yes No **Are you a nonprofit organization with 1-42 people attending, thus qualifying for the fee discount?**
If yes, please provide a copy of your 501(c)(3) status letter.
- Yes No **Will you charge admission or use this event as a fundraiser?**
If yes, please detail: _____
- Yes No **Will this be open to the general public?**
If yes, a Special Event Permit Application may be required. Please inquire.
- Yes No **Will goods, services, food, or beverage be sold?**
If yes, we have a Vendor Policy, and permission is required. Please inquire.
- Yes No **Will you be using a tent with weights?**
If yes, please provide details/Qty. (Type of weights, sandbags, etc.): _____
- Yes No **Will you be using amplified sound - playing music**
If yes, permission is required. Please inquire.
- Yes No **Do you plan on engaging in a high-risk activity, such as a sporting activity?**
If yes, please detail. Approval and insurance are required; see page 3 for requirements): _____

PLEASE INITIAL THE FOLLOWING ITEMS TO ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THESE REGULATIONS:

____ **Applicant** shall leave said premises in substantially as good condition as when received. Applicant shall have the right to remove all of its material and equipment.

____ **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 Applications with rental and cleaning fees are due at the time of reservation.

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

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

____ **Security Deposit (Cashier's Check Only):** The security deposit in its entirety is due upon reservation. Cashier's check should be made payable to "Ocean Pointe Residential Community Association". The 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, the stated rental rate will be honored. **

____ **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. The association management agent will handle all refund processing, and checks will be mailed out. There will be a minimum of 30 days of delay.

____ **Damages/Losses:** The Homeowner 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.

SPECIAL ACTIVITIES

Activity Type	Vendor/Company Name	Quantity
1. _____	_____	_____
2. _____	_____	_____

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 7 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.
- Bouncers can only be weighed down in designated areas. No stakes or pegs are allowed in the ground. This is to ensure no sprinkler and/or irrigation lines are punctured or damaged.
- Inflatable bounces requiring use of water (example: inflatable water slides) are not allowed. (Water activities of any kind are not allowed.)

INSURANCE REQUIREMENTS FOR HIGH RISK ACTIVITIES, SUCH AS SPORTS, ETC.

The Applicant is required to procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or occur in connection with the use of the facilities and the activities of the applicant and his or her guests, representatives, volunteers, and employees.

Accordingly, the Applicant shall provide proof of general liability insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and name the Ocean Pointe Residential Community Association (OPRCA) as an additional insured by using ISO endorsement CG 20 11, or coverage at least as broad. The insurance policy shall contain or be endorsed to reflect that the Applicant's insurance coverage shall be primary insurance concerning the Ocean Pointe Residential Community Association (OPRCA). Any insurance, self-insurance, or self-insured pool coverage maintained by the Ocean Pointe Residential Community Association (OPRCA) shall be over the Applicant's insurance and shall not contribute to it.

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 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 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 to not disturb neighboring units. Noise and nuisance guidelines apply.
4. Sub-associations rules to which the owner belongs will also apply during the event. Please refer to your sub-association house rules by contacting your HOA Managing Agent.
5. If a complaint about an event is made to OPRCA, the owner 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 guest are requested to leave the premises and do not, the Honolulu Police Department (HPD) and/or Security 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. 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 approved assistance animals. Any animal urinating, or expelling of fecal matter and/or vomitus substances will be charged a flat rate cleaning fee of \$75.00. All owner(s) are required to register their assistance animals with the OPRCA staff prior to attending any event, meeting, and/or function at the Community Center. OPRCA requires documentation of such assistance animal prior to completion of the application.
- 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.
- k. If the premises are not cleaned and restored to their pre-party state, the entire \$250 security deposit will be forfeited.

- 9. When you arrive, security personnel on duty will grant entrance, and when you leave, they will lock up. For security information, please check the bulletin board.

Front Lawn/Parking Area:

- 1. No tables, chairs, or tents are allowed on the lawn area.
- 2. No stakes or pegs are 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. The 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 shutdown of the 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. All decoration must remain free-standing and cannot be affixed to any surface interior or exterior. For decorations that require nails, staples, thumbtacks, and adhesive tape, etc. are not permitted to be used inside or outside of the community center.
- 3. All tables must be covered with 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 1:00pm for day hours and by 8:00pm 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 before 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 any free-standing decoration, etc.
- 3. Floors have been vacuumed/swept/mopped to pre-party condition.
- 4. All trash containers have been emptied and trash bags disposed of in the main trash bin located behind the building.
- 5. The Community Center building, lanai, parking, and lawn area are 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 light poles, street signs, etc. **(Posting on public property is prohibited and the association is not responsible for any fines that may result.)**

AGREEMENT, RELEASE AND INDEMNIFICATION

The person or organization entering into a use agreement with the Ocean Pointe Residential Community Association (OPRCA) facilities or equipment described above (collectively "the facilities") certifies that the information given in this application is current and correct. The undersigned further states that he/she has the authority to make this application for the Applicant and agrees that the Applicant will observe all rules and regulations. The Applicant further agrees to reimburse the Ocean Pointe Residential Community Association (OPRCA) for any damages arising from the Applicant's use of said facilities. Any accident involving injury to participants or damages to the facilities occurring during the use of the facilities will be reported to the Ocean Pointe Residential Community Association (OPRCA) immediately.

FURTHERMORE, the Applicant agrees as follows:

_____ (Initial) I am fully aware of and expressly assume all of the various risks of serious injury and/or death associated with or arising out of the use of the facilities.

_____ (Initial) I am fully aware of the health risks and hazards connected with the activity and hereby agree to comply with all federal, state, and local health district requirements. As a condition of the reservation, I may be required to complete a COVID-19 Plan or waiver documents related to the use of City facilities as federal, state, and local requirements change.

_____ (Initial) In consideration for granting this request, and being fully aware of all of the risks, I hereby **RELEASE** the Ocean Pointe Residential Community Association (OPRCA) and its officials, directors, employees, managing agent, volunteers and guests ("the Released Parties"), and **AGREE TO WAIVE ANY RIGHT OF RECOVERY THAT I AND/OR THE ORGANIZATION, AS APPLICABLE, MAY HAVE**, including the right to bring a legal claim, cause of action, or lawsuit for any bodily injury, death or other harmful consequences in any way arising out of use of the facilities. I understand that this release extends to all claims of any kind and every nature, known, unknown, suspected, or unsuspected, in any way arising out of or related to the use of the facilities.

_____ (Initial) I agree to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the facilities or from any activity, work or thing done, permitted, or suffered by Applicant in or about the facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the Released Parties.

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 guest who disregards 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.

Printed Name: _____ Signed: _____ Date: _____