

## ONE-TIME USE RENTAL AGREEMENT LANIKAI PARK

This contract between the Licensee and the Lanikai Association ("Licensor") is valid only on the day and times agreed upon. Licensee shall pay a rental fee plus an advance deposit. The refundable deposit will be used to offset any expenses incurred by Licensor for cleanup, damage, repairs, or replacements, and/or it may be withheld entirely or in part in the event of violation of this Rental Agreement and "Rules Governing the Use of Lanikai Park". Rental and deposit checks shall be paid with separate checks, and both paid with contract signing. Only resident members may rent the park and **MUST** be present during the function. If parking is required, there shall be a responsible person on site at all times.

### **Rental Rates:**

**Use of the Park and Community Center and kitchen for up to 150 attendees:** This includes tables and chairs, meeting room AND **kitchen**, restrooms, pavilion and parking for up to 50 vehicles.

\_\_\_\_ **Full day** (8 AM to 8 PM): \$1,020.94 (\$900 rental fee plus \$75 trash disposal plus \$45.94 GET)

\_\_\_\_ A/C included add \$41.88 (\$40 rental fee plus \$1.88 GET)

Total estimated cost: \_\_\_\_\_ plus refundable deposit of \$300.

\_\_\_\_ **Half day** (up to 6 hours): \$549.74 (\$450 rental fee plus \$75 trash disposal plus \$24.74 GET)

\_\_\_\_ A/C included add \$26.18 (\$25 rental fee plus \$1.18 GET)

\_\_\_\_ Between 8 AM and 2 PM

\_\_\_\_ Between 2 PM and 8 PM

Total estimated cost: \_\_\_\_\_ plus refundable deposit of \$200.

**Use of Park and Community Center for up to 25 attendees:** Includes use of restrooms and meeting room plus use of tables, chairs, and parking for up to 25 cars but **NOT** use of kitchen facilities such as refrigerator or stove/ oven.

\_\_\_\_ Up to two hours: \$235.60 (\$225 rental fee plus \$10.60 GET), each additional hour \$78.53 (\$75 rental fee plus \$3.53 GET)

\_\_\_\_ A/C included add \$5.24 (\$5 rental fee plus \$0.24 GET)/hour

Hours requested: \_\_\_\_\_ Total hours: \_\_\_\_ Total estimated cost: \_\_\_\_\_ plus deposit of \$100.

**Cleaning** of the rented facilities will be the responsibility of the Licensee and will include the following (additional cleaning necessitated by failure to adequately clean the premises will be charged against Licensee's deposit at a rate of \$40 per hour):

- Emptying trash receptacles into dumpster, with any trash not able to fit in dumpster removed from premises by Licensee.
- Floors of the restrooms, kitchen, and pavilion shall be swept and, as necessary, mopped so as to return it to the condition in which it was presented for rental.
- If used, kitchen countertops, sinks, refrigerator, and cabinets must be cleaned so as to return them to the condition in which it was presented for rental.
- Grassy areas and Pavilion facility will be cleaned and free of debris (paper goods, dishes, napkins, bottles, cans, favors, decorations, signage).

Licensee shall provide toilet paper, paper towels and trash bags for the function as needed.

Functions with participants numbering in excess of 150 persons will require approval by (in order of preference) the full Board, the Executive Committee, or the Board President. Rental fee will be subject to total number of persons agreed upon.

All deposits will be refunded, provided all terms and conditions of this Agreement and the “Rules Governing the Use of Lanikai Park” have been adhered to and no damage, repair, replacement, or additional cleaning is needed. If such terms and conditions are not adhered to, future rental of Park by the Licensee may be prohibited for a time period as determined by the Board of Directors of the Lanikai Association, taking into account the seriousness of the infraction.

At the conclusion of the event and contracted timeframe, all vehicles must exit the park within the hour or they will be subject to an overtime charge or towing (unless prior authorization has been given). At no time shall vehicles remain past 10 PM.

*The current “Rules Governing the Use of Lanikai Park” (online at [www.lanikaiassociation.com](http://www.lanikaiassociation.com)) shall be read and adhered to by Licensee, who is fully responsible for Licensee’s guests and their actions while they are in the Park, and in addition the Licensee is fully responsible for compliance with all conditions of this Rental Agreement. The Licenser and its agents and directors shall not be liable to the Licensee or the agents, employees, customers, patrons, visitors or guests of the Licensee for any death, injury, theft or property damage occurring on or about the Center or park or streets adjoining the Center in connection with the Licensee’s use and occupancy of the Center and/or park and the Activities contemplated under this Agreement. The Licensee shall hold the Licenser, its agents and directors, harmless from, and shall defend and indemnify the Licenser, its agents and directors from and against any and all claims, demands, causes of action, suits, costs, expenses of every kind and nature, including reasonable attorney’s fees for the defense thereof, by, or for liability to, the Licensee or the agents, employees, customers, patrons, visitors or guests of the Licensee for any injury, death, theft or property damage in connection with the Licensee’s use and occupancy of the Center or Park and the activities contemplated under this Agreement, including loss predicated on active or passive negligence of the Licenser. Each party shall give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects either party, and each party shall have the right to participate in the defense of such claim to the extent of its interest.*

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Name of Licensee: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Purpose \_\_\_\_\_ of \_\_\_\_\_ Function:

\_\_\_\_\_ Estimated # of

people attending: \_\_\_\_\_ Date: \_\_\_\_\_ Time: (from) \_\_\_\_\_ (to) \_\_\_\_\_ Rental

amount: \$ \_\_\_\_\_ Deposit received: \$ \_\_\_\_\_

Name of parking attendant (if parking only): \_\_\_\_\_ Cell phone: \_\_\_\_\_

By signing below, I confirm I have read and agree to the “Rules Governing the Use of Lanikai Park” and understand the terms of this Rental Agreement.

Signature of Licensee: \_\_\_\_\_

Signature of Park Events Coordinator: \_\_\_\_\_

Janny Gibson (808) 222-4614, [jannygibson@gmail.com](mailto:jannygibson@gmail.com)

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