

Mololani Community Center

ROOM RENTAL AGREEMENT

1931 Campion Drive

Kailua, Hawaii 96734

Website: www.FCMarinesHawaii.com



Resident Services Offices (RSO): 808.839.8700

Maintenance: 808.833.4357

Forest City Residential Management (FCRM) and

_____ (Resident's name) of

_____ (Address) enter into this agreement for the use of the Mololani Community Center:

☐ Club & Billiards Rooms (total occupancy 79)

☐ Event Room (occupancy 49)

This agreement is for the Resident's use of the Community Center on

Month: _____ Day: _____ Year: _____

_____ (Start Time) to _____ (End Time)

for _____ (Event Type)

Contact Phone # _____

Date	Action	Resident Initials	FCRM Rep Initials
	Security Deposit Received		
	Key Provided		
	Key Returned		
	Security Deposit Returned		
	Security Deposit Shredded	<input type="checkbox"/>	
	Or moved to:	<input type="checkbox"/>	

Should the Resident cancel this agreement for use of the Community Center after signing the agreement, Resident must provide written notification to FCRM at least one week prior to scheduled date, or the use of the community center will be restricted for a period of six months. This reservation is for the resident identified above and may not be transferred to another person or organization.

Permitted Use

The Forest City Community Center is available for use by Residents of Marine Hawaii Communities managed by FCRM. This reservation is for Community Center room(s) ONLY. Any nearby playground, grilling, and picnic areas are for community use and cannot be reserved. The courtyard is for community use and cannot be reserved.

The Community Center may be used for social, recreational, educational functions and other similar activities. No retail sales, profit making activities or politically affiliated events shall be permitted. Fitness classes, personal training, dance classes, and all related activities are prohibited from operating in or from the Community Center. Residents are allowed a maximum of two reservations per month. Any requests for exceptions must be put in writing and approved by FCRM.

Access to the Community Center will be provided by the issuance of an electronic key. Outside the scheduled time the key will not open the building. The Community Center key shall be returned no later than noon on the next business day. Any Resident not returning a key within that timeframe without prior arrangements will have center rental privileges revoked for a period of 90 days.

Please initial on lines below:

_____ ** Any resident not returning a key will be charged \$40.00 (the replacement cost of an electronic key) and center privileges revoked for a period of 90 days. Charge for each missing or broken key tag is \$5.00.

_____ ** IF YOUR EVENT IS ON A WEEKEND OR HOLIDAY, YOU MUST PICK UP THE KEY BEFORE CLOSING ON THE PRIOR BUSINESS DAY, AS OUR OFFICE IS CLOSED ON WEEKENDS AND CERTAIN HOLIDAYS. IF YOU FORGET TO PICK UP THE KEY, THERE WILL BE NO ONE AVAILABLE TO OPEN THE COMMUNITY CENTER FOR YOU.

_____ ** Community Center hours are from 8 am until 10 pm. There will be no exceptions to this policy.

_____ ** The Community Center must be **cleaned and** all entrances **secured by the end of your reservation time**.

_____ ** If you lock yourself out of the community center, there will be a **\$125.00 fee** for any FCRM support. Call (808) 833-4357.

Note: Assistance may not be available immediately. Assistance will not be provided for lockouts occurring after 10 pm.

_____ ** Residents are permitted access to the community center ONLY during the times listed on their reservation. **Residents are prohibited from being within the Community Center outside the hours of their reservation**. Violation of this policy will result in loss of full security deposit and loss of all community center privileges.

_____ ** Bouncy houses and other recreation equipment are not allowed in the community center, courtyard, lanai, or landscaping. Resident is responsible for ensuring that no vehicles drive or park on the grass or sidewalks.

Reservations

Reservations for the Community Center are made at a FCRM Office.

Reservations may be made up to six months in advance by any authorized resident. Resident understands and agrees that Resident's rights under this Agreement may be terminated by FCRM without limitation and without cause. If such a matter arises, Resident will be notified in a timely manner. In the event a Resident violates any rules established by FCRM or the terms of this Agreement, FCRM may terminate this agreement by providing Resident with twenty-four hours notice.

This agreement may be modified only in writing signed by FCRM and the Resident.

Security Deposit

A refundable deposit of **\$200** is due at the time the agreement is signed. The deposit is in **personal check** form, only, and made payable to **Ohana Military Communities or OMC**. The check must be endorsed by the resident who is renting the facility. The deposit applies to each contract made for each facility rental. No two contracts can be applied to the same deposit. Following inspection of the building after use, the deposit will be returned at the discretion of FCRM.

Rules and Regulations

Resident shall comply with all rules which may be made by FCRM from time to time. Failure to comply with any such rules shall constitute a default of this Agreement and may result in revocation of Community Center privileges.

According to local fire codes, the occupancy of the Mololani Community Center is limited in the amount of persons per room. Noise levels emanating from the event must remain at such a level as not to create a disturbance or nuisance to residents residing adjacent to the Mololani Community Center.

- **Smoking is NOT permitted on the premises of the Mololani Community Center, including the courtyard, entry gates and exterior lanai.** Grills are NOT permitted in the courtyard. While in operation, grills must be placed on the grass at least 12 feet from the building and lanai. Resident is responsible for any damaged caused by their grill including damage to the lawn.
- **Decorations and meeting materials may NOT be fastened** to the walls, windows, doors, fire/sprinkler system, ceilings or ceiling fans **by any means**. Paint, crayons, sidewalk chalk, ink, or any other material that might mark or damage the walls, floors or other furnishings of the Mololani Community Center are prohibited, and if utilized, the Resident will bear the cost of returning the Mololani Community Center to its original condition.
- Pets, except service animals, and firearms, and other weapons are not permitted in the Community Center at any time.
- Residents are prohibited from moving furniture (other than chairs) in the Club Room & Billiards Room
- The pool table and accessories are not appropriate for children. Children under 16 must be accompanied by a responsible adult while in the Billiards Room. If there is abuse or misuse of the pool table, accessories, or other Community Center facilities, the Resident will forfeit the full amount of the security deposit, be charged for any damages, and the responsible parties will be prohibited from using any FCRM community centers for 6 months.
- Wet/damp people, clothes, towels, and related items from the spray park must be kept off the floors, furniture, pool table, and other surfaces at the Mololani Community Center. Residents violating this policy will forfeit their full security deposit.

Resident will supervise all activities of persons under age of twenty-one with a suitable number of adults. Resident will be responsible for its own security during daytime and nighttime hours.

Resident will be held financially responsible for the cost of repair or replacement of damaged or destroyed property and any or all missing items. If damaged, FCRM will notify Resident and explain the procedures for making compensation.

FCRM shall have the right to access the Mololani Community Center during the Resident's use.

Any personal items left in the Mololani Community Center and turned into FCRM will be held for 30 days. Items not claimed within those 30 days will be disposed of by FCRM. FCRM is not liable for the damage or loss of items left in the Community Center.

Alcohol Policy

Any special event held at the Mololani Community Center must adhere to the following provisions:

- No liquor consumption may be carried outdoors of the Mololani Community Center premises.
- No one under 21 years of age may be served liquor or have liquor in their possession on the Mololani Community Center premises.

Parking

Parking for use of the Community Center shall be confined to the parking lot in the immediate area of the Community Center building and to lawful parking on the public streets.

Cleaning Responsibilities

Resident is required to clean the Mololani Community Center and return it to the previous condition or better, prior to vacating the Mololani Community Center. Keep in mind that others will be using the facility after your event, so please be considerate when cleaning. Cleaning time should be anticipated by Resident and be concluded within the rental time as indicated above. Please refer to cleaning checklist. **Residents are expected to provide their own cleaning materials and trash bags.**

- Resident must return all Community Center chairs and the Event Room tables to their proper locations before leaving the Community Center. Windows (including windows in the doors) and mirrors must be cleaned with glass cleaner.
- All bathroom and kitchen facilities shall be cleaned and returned to the same or better condition as when the Resident entered the Mololani Community Center. All surfaces must be cleaned including floors, tabletops, countertops, and trash cans.
- Resident shall physically remove all trash from the Mololani Community Center and surrounding premises upon completion of the event. Resident is expected to replace trash bags in trash cans so that room is ready for use by the next person.
 - Trash will be placed in garbage bags provided by Resident and disposed of in the Mololani Community Center dumpster.
 - Dumpster lid must be able to close securely.
 - If the Community Center dumpster has reached its capacity or is otherwise inaccessible, Resident is solely responsible for arranging for alternate means of disposal.
 - In the event that trash is left after the termination of occupancy of the Mololani Community Center, Resident will forfeit the full amount of the security deposit.

If the condition of the Community Center, following its rental usage does not meet with the approval of the FCRM Inspector, FCRM will retain the full amount of the security deposit. Resident agrees to reimburse FCRM for all costs incurred to complete repairs and/or cleaning of the Mololani Community Center due to the actions of the Resident.

The Mololani Community Center will be inspected by a member of the Resident Services Office for the cleanliness/damages/missing items on the next business day for a final determination of disposition of Security Deposit. We anticipate that you will exercise your very best judgment of the cleaning so others may enjoy the facilities. Any inconsistencies in cleanliness of the Mololani Community Center should be reported to the Resident Services Office.

Indemnification and Hold Harmless

FCRM nor the Owner, their principals, agents, and employees shall be liable for any injury, damage, or loss incurred by resident's use of the Community Center. Resident agrees to indemnify the following parties and hold them harmless: owner(s), management, agents, principals and employees of FCRM (all of which parties are collectively referred to as "indemnities") from all claims, demands, actions, and causes of action, of whatever nature and including attorney fees, which arise in any way in connection with the provision of services by the indemnitor's or indemnitor's agents or employees to any community resident or by the failure of indemnitor or indemnitor's agents or employees to provide such services to such resident(s); or in any way relative to the provision of services or failure to provide services on the Mololani Community Center premises to any individual or individuals.

By signing this contract, the Resident certifies that:

Resident is a member of the FCRM managed Marine Corps Base Hawaii Community and that all rent and fees due to FCRM are current and paid in full. Resident fully understands and comprehends all the terms of this agreement and will fully abide by this contract.

_____	Resident Signature	_____	FCRM Representative Signature
_____	Date	_____	Date
_____	Email		