

WAIKULU COMMUNITY CENTER
ROOM RENTAL AGREEMENT
 5081 Bingham Way
 Kailua, Hawaii 96734



Website: www.FCMarinesHawaii.com

Resident Services Office: 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 Waikulu Community Center's:

- Club & Billiards Rooms (total occupancy 79)
- Kitchen/Craft Rooms (total occupancy 77)
- Conference Room (occupancy 27)

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 Or moved to:	<input type="checkbox"/> <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 MCB Hawaii Communities managed by FCRM. This reservation is for a Community Center room(s) ONLY. Any nearby playground, grilling, and picnic areas are for community use and cannot be reserved. The courtyard is for shared use with everyone having a community center reservation during that time.

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. To allow all residents the opportunity to use 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.

____ ** Any resident not returning a key will be charged \$40.00 per key (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 the FCRM Offices, located at 1571 Lawrence Road, MCB Hawaii.

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 **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. Upon 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 FRM 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 Waikulu 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 Waikulu Community Center. Resident is responsible for the behavior of those attending the event and for ensuring the event does not exceed the maximum occupancy or acceptable noise levels.

- **Smoking is NOT permitted on the premises of the Waikulu Community Center, including the courtyard and lanai.**
- No decorations or meeting materials may be taped, tacked or affixed to the walls, windows, doors, fire/sprinkler system, ceilings or ceiling fans. Thumb tacks, nails, paint, crayons, ink or any other material that might damage the walls, floors or other furnishings of the Waikulu Community Center are prohibited, and if utilized, the Resident will bear the cost of returning the Waikulu Community Center to its original condition.
- Bouncy houses and other recreational materials are not allowed in the Community Center building, courtyard, lanai, and landscaping. Pets, except service animals, firearms, and other weapons are not permitted in the Community Center.
- Residents are prohibited from moving any furniture (other than chairs) in the Club, Billiards, and Conference Rooms.
- 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 the Community Center for 6 months.

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 Waikulu Community Center during the Resident's use.

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

Alcohol Policy

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

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

Parking

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

Cleaning Responsibilities

Resident is required to clean the Waikulu Community Center and return it to the previous condition or better, prior to vacating the Waikulu 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. Resident is expected to bring their own cleaning materials and tools including trash bags.

- Return all tables and chairs to the proper areas within the Waikulu Community Center. Windows (including windows in the doors), mirrors, and Plexiglas table tops 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 Waikulu Community Center
- Resident shall physically remove all trash from the Waikulu 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 Waikulu Community Center dumpster.
 - Dumpster lid must be able to close securely.
 - If the Waikulu Community Center dumpster has reached its capacity, 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 Waikulu 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 of the Waikulu Community Center due to the actions of the Resident that exceeds the security deposit.

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