

CLUBHOUSE /RECREATION! ROOM

Effective January 29, 2018

The following constitutes the policies and procedures adopted by the Association Board of Directors (BOD) regarding the administration and use of the Club House/Recreation Room (Room). Any matter not specifically delineated herein shall be brought to the attention of the BOD for their review and action.

I. USE OF ROOM: It is the policy of the BOD that the use of the Room shall be allowed to homeowners and tenants in good standing subject to the protection of the Association's interests.

A. DEFINITIONS:

i. A homeowner in good standing is defined as the owner of an apartment in the Association whose maintenance assessments are not delinquent, who is not in violation of any House Rule of the Association; and, who has on file with the Association proof of insurance in compliance with Chapter 514B of the HRS that names the Association as additionally insured.

ii. A tenant in good standing is defined as a renter of an apartment in the Association whose homeowner is in good standing with the Association and this renter has on file with the Association a current executed copy of their rental agreement; and, has on file with the Association proof of insurance in the minimum amounts stated in Chapter 514B of the HRS that names the Association as additionally insured.

B. OPERATING HOURS: The Room is available for use, subject only to prior reservation, from Sunday through Saturday; between the hours of 08:00 am to 10:00 pm.

C. SPECIFIC USAGES: The following specific usages of the Room are allowed subject to any restrictions stated herein. Any other usage must receive prior approval from the BOD.

i. Birthday, anniversary, family events, and wedding parties;

- ii. Not-for-profit meetings;
- iii. Commercial meetings;
- iv. Garage-type sales.

D. RESTRICTIONS: The following restrictions apply to the use of the Room.

- i. The use or service of drugs and/or alcohol is prohibited;
- ii. Pyrotechnic, flammable, explosive, or dangerous materials are not allowed;
- iii. No more than 45-persons are allowed for any use;
- iv. No usage of the Room will be allowed if it unreasonably intrudes upon the common elements outside of the Room.

II. ADMINISTRATION: The administration of the Room will comply with the following procedures.

A. RESERVATION: The use of the Room is by reservation only.

- i. Reservation Form: A Reservation Form will be provided to the homeowner /tenant and must be completed and submitted in a timely manner to management prior to usage.

The Reservation Form will include the following information:

- a. Name of proposed renter, unit number, telephone number and e-mail address;
- b. Date and time period of proposed use;
- c. Estimated number of attendees;
- d. Type of usage;
- e. The following attachments-
 - 1. Homeowner certificate of insurance;
 - 2. Tenant certificate of insurance

In lieu of the certificates, a statement from management that all necessary documentation is in the Association files will suffice.

- ii. The completed Reservation Form should be submitted preferably 2-weeks prior to the proposed use in order for management to insure that all requirements have been met.

- a. A Reservation Form will be not considered complete until all matters defined in Section II.A.i. have been resolved; and,
- b. No Reservation Form will be considered until it is complete.

B. APPROVAL

- i. Upon receipt of a completed Reservation Form, management will authenticate and verify the following
 - a. That the renter is an authorized person to rent;
 - b. That the renter has complied with all stipulations stated herein;
 - c. That the proposed date of usage is available.
- ii. The renter will be notified that the Room usage has or has not been approved;
- iii. For approved reservations, the cleaning deposit and rental fee will be collected in accordance with the section entitled FEES AND DEPOSITS;
- III. Management will post the reservation in such a form to notify other potential users that the Room has been reserved;

III. FEES AND DEPOSITS: The usage of the Room is subject to the following fees and deposits.

- A. Maintenance /Cleaning Deposit: This deposit is required for all Room usage;
 - i. The Room, on completion of usage, must be returned to the condition that it was in prior to usage;
 - ii. The purpose of this deposit is to defray the costs of maintaining or cleaning the Room should it be found in a condition other than above;

- iii. The acceptance of this deposit does not preclude the Association from demanding payment for maintenance or cleaning costs that are incurred over the deposit amount should the Room not be returned in prior use condition;
- iv. The maintenance / cleaning deposit shall be \$100;
- v. Payment: The deposit is due upon approval of the Room use as follows-
 - a. Acceptable forms of payment are via properly executed and authenticated money order or personal check. The use of cash is strongly discouraged;
 - b. Upon inspection and satisfactory return of the Room, the originally accepted money order or personal check will be returned to the renter;
 - c. If the Room is not returned in a satisfactory condition, the deposit will be remitted to the Association's bank and any residual will be returned to the renter in 2-weeks.

B. RENTAL FEES: Rental fees will be collected for all commercial use of the Room; for not-for-profit use that the BOD has determined is not exempt from this rental fee, and garage sale use by homeowners / tenants;

i. The rental fee is due on approval of the

reservation; ii. Fee Schedule: As follows-

- a. Commercial use is \$125 per hour;
 - b. Not-for-profit use is \$125 per hour;
 - c. Residents use is \$75 per hour.
- iii. Acceptable forms of payment are via properly executed and authenticated money order or business / personal check. The use of cash is strongly discouraged.

Haleakala Gardens Rec Room

Your use of the Haleakala Gardens Rec Room is limited to the date and time requested. To prevent conflicts with other scheduled users, it is your responsibility to make appropriate arrangements if more time is needed prior to your scheduled use.

As the individual responsible for the use of the Rec Room, you are also responsible for those in attendance and ensuring the following:

1. All appliances used will be turned off and left in the condition they were found.
2. All tables and chairs are returned to their original position before leaving.
3. All lights are turned off when leaving.
4. All doors are securely closed and locked prior to leaving the room. Restroom, if opened, is locked.
5. That the keys be returned immediately after use.

Failure to comply with all the above may result in termination of use and/or may preclude further use of the Rec Room. The Department, Agency or person(s) using the Rec Room will be responsible for all damaged and/or missing items.

I have read the above conditions and agree to comply with the above stated.

Print Name

Signature

Date

Department/Agency _____

Responsible Person _____

Mailing Address _____

Telephone number _____

**HALEAKALA GARDENS REC
ROOM FEES**

- **Hours of Use: 8:00am – 10:00pm, Sunday – Saturday**
- **Must provide proof of liability insurance**
- **General Public/Commercial - \$125.00 per hour**
- **Residents - \$75.00 per hour**
- **Cleaning Fee - \$100.00 (without use of Kitchen) – Refundable**
- **Cleaning fee including Kitchen \$125.00 – Refundable**

***Owners may use the facilities once every three (3) months for free for non-profit events (i.e, birthday parties), otherwise the general public fee will be charged**

Date of Event: _____

Name of Event: _____

Time Desired: _____

The undersigned individual(s), group and/or organization, his or their heirs, personal representative and assigns or its officers directors, members, agents employees, successors and assigns for and in consideration of the Haleakala Gardens AOAO permitting and allowing the use of the designated room or facilities, jointly and severally agrees to indemnify and hold harmless The Haleakala Gardens AOAO against any and all loss, liability, demands, claims, suits, actions or proceedings of every name, character and description which may be suffered or incurred by or brought against the Haleakala Gardens AOAO for an account of any injuries or damages to any person or property received or sustained by any person, directly or indirectly, by or in consequence of the use of the facilities by the undersigned individuals(s), group and/or organization.

Signed: _____

Dated: _____