Waiohuli Hawaiian Homesteaders Association Inc. (WHHA Inc.) *Email:waiohulihepiko@gmail.com

*Website:www.waiohulihawaiianhomesteaders.org HEPIKO NO WAIOHULI*881 LAUIE DRIVE, KULA HI 96790*808-760-2466

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Rental Agreement Contract, Application Rules, Regulations and Disclosures

The "Pueo Package" is the only package currently being offered. Find below the package offer and "Renter's Mandatory Requirements" to reserve your venue or event.

I. All Venues or Events



"Pueo" Package Rental Includes Use Of:

- Kitchen Facility Call 808-760-2466 to visit
- Covered Large Patio
- 10 Tables
- 60 Plastic Chairs
- Grass Lawn Area, fronting covered patio
- Grass Lawn Area, Ulupalakua side of kitchen/patio
- 2 Lavatories
- Marked Parking Area
- Street Parking (excessive parking should be monitored)
- Wi-Fi (Password TBA)

I. (A) RENTAL REQUIREMENTS and OBLIGATION - CHOOSE RENTAL 1 OR 2

 □ 1) Require a 3-Day Rental Minimum: \$1235.00 (Not Negotiable) □ 2) Require a 1-Day Rental Only: \$617.00 (Not Negotiable) □ 3) Required Deposit Fee: \$1000.00 (Damages and Incidentals) □ 4) Cleaning Fee: \$350.00 may be assessed if all rental areas not returne 	d as required.
5) *Coordinator Fee Flat Rate - Paid by "Renter" to "Coordinator" (If req Note WHHA Representative: 6) Check Box for - Trash Dumpster Option: Fee Rental \$200.00	uired)

7) PAYMENT METHODS - Invoice

Square Online Payments: Debit, Visa/Master Card, Amex, All, Most Major Credit cards

*Additional costs "SHALL" incur if the facility and property are not returned in the order it was rented. (Subject *section 8.E, F of (RR)Renter(s) Responsibility, Applies)

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l.	(E) GUEST COUNT RESTRICTIONS & Responsibilities
	150-Headcount, "Requires Renter to provide additional "Porta Potty Rentals" 300-Headcount, "Requires Renter to provide additional "Porta Potty Rentals." * "WHHA" Staff for "Hepiko No Waiohuli" will review the requirement with Renter *Additional Guests - Only Upon Approval (Subject *section 5 of (RRR)Rental Rules and Regulations) (*AR)
I. 	(F) PARKING AREA: LIGHTING & Responsibilities RENTER: To provide "Appropriate" power plant lighting or another appropriate lighting to both adjacent parking areas for their guests.
I.	(G) <u>UPON AVAILABILITY</u> Requested reservations of "Hepiko No Waiohuli" deposit and rental fee; additional days must be paid in full. As stated in (RRO) (II. And A. See and initial below)
II.	I have read: Page 1, I.(A)-(RRO) Renter's Requirement and Obligations above and understand and initial and read all items below which are required for me to rent "Hepiko No Waiohuli",
	"The Facility" and "Only" "Designated Rental Areas" "Outlined in Rental Agreement."
II.	(A) <u>INITIAL BELOW</u>
Paid In	Full and Confirm Renter's Responsibilities
	Deposit Due at Time of Confirmed Reservation "Date"- \$1000.00 (Page 1-#2) *Total Rental Fee Required Paid In Full No Later Than 30 Days "Before The Event" \$1235.00 (Page 1 #1) *Total Rental Fee Required Paid In Full No Later Than 30 Days "Before The Event" \$617.00 (Page 1 #2) Cleaning Fee - (Page 1 #4)
	_Trash Dumpster \$200.00 (Page 1 #5) Guest Count: Restrictions (Page 2 -E) _Parking Area and Lighting (Page 2 -F) _RAC "ADDITION" TO Rental Application Check List (ALL Page 5) _Application (Page 3) _Disclosure and Disclaimer (Page 4) _ Payment Methods (Page 1-B)

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RENTAL APPLICATION

TODAY'S DATE:				
DATE (S) OF EVENT	Γ REQUEST:			
BEST PHONE CONT				
DESCRIPTION OF E	VENT:			
*APPLICANT (S) NA	ME:			
CELL_	HOME	WORK	OTHER	
HOME ADDRESS O				
ADDRESS			CITY/STATE	ZIP CODE
CREDIT CARD DEPOS	SIT ONLINE (Last	4 #'s) if applicable:_		
"Payee" information *PAYEE(S) NAME:_ CELL_				
HOME ADDRESS O	R MAILING			
ADDRESS CREDIT CARD DEPOS	SIT ONLINE (Last			ZIP CODE
NOTE: All payment tra applicants/payees sha "Shall" be approved b	all be returned thr	ough Square online.		
WHHA Office Use Only	•		lities and Designated A	Areas
	-			
	-	unded Powered By S		
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M&D PARTY RENTALS * LET'S ENTERTAIN MAUI * RAINBOW RENTALS MAUI

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DISCLOSURE AND DISCLAIMER

Hepiko No Waiohuli Center Rules, Regulations, and Responsibilities Disclosure and Disclaimer

<u>I/We agree to read or have read</u> and understood this rental agreement and its rules, regulations, and responsibilities applicable to the application made between WHHA and us and acknowledge and accept the fees, charges, rules, and regulations as given in this document and its accompanying forms or brochures.

Signature / Date		
Signature / Date		
<u> D</u>	SCLAIMER LIABILITY	
"WHHA," to allow me/us of their Hepiko I above for the function described and do as of Hawaiian Home Lands (DHHL), its exec and all liability, responsibilities in terms property damage to the renters and their discretion and agree not to hold WHHA or or indirectly arising out of my/our use buildings and ground area.	Hawaiian Homesteaders Association, also known to Waiohuli Center Facilities and Grounds as selected a result of this fully relieve WHHA and the Department of the officers, board of directors and members of a of personal injury or death, personal liability, and participants. I/We realize this request is at my/our so DHHL responsible in any way for any mishaps directly of Hepiko No Waiohuli Center Facilities, its adjoinant mer liability statement and agree to its terms.	ted ent any l/or ole ctly
Signature	Date	
Signature	Date	

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RAC "ADDITION" TO Rental Application Check List

"ABSOLUTELY NO"	"ABSOLUTELY NO"
 A) Initial <u>Loitering</u> outside of the designated rental reserved area described in contract. B) Initial <u>Camping</u> 	M) Initial <u>Defacing.</u> destruction, removal, altering or tampering to He Piko no Waiohuli facility and grounds.
C) Initial Pets with the exception of service animals.	N) Initial"NO"Music or Loud noise past 10:00 p.m Shut Down
D) Initial <u>Illegal Drugs</u> and Drug paraphernalia.	"ALL Music" IN HEPIKO OR ADJACENT AREAS TO HEPIKO!
 □ E) Initial <u>Weapons</u> of any kind, such as but not limited to guns, knives, etc. □ F) Initial <u>Illegal Fireworks,</u> Sparklers, Aerials ABSOLUTELY 	Reference RAC - Page2: Section 6 N.1)Initial Music Restrictions after 10:00 p.m. NO EXCEPTIONS! *DEPOSIT WILL BE FORFEITED* Reference RAC - Page2: Section 6
NONE WHATSOEVER!!!!!!! Reference RAC - Page1: Section 4	O) Initial <u>Cleaner</u> : Must use stainless spray cleaner with soft cloth provided to prevent scratches
☐ G) Initial Open Fire Grills, barbeque charcoal grills and open fire gas stoves of any kind not allowed on covered patio (Only	on all stainless steel. P) InitialProperty "Rock Walls" "KEEP OFF" - ABSOLUTELY NO
allowed on covered patto (Only allowed at designated area). H) Initial Parking or Driving beyond designated parking lot area.	ACTIVITY: Such as, standing, climbing, jumping, horse playing or any dangerous activity that could
□ I) Initial <u>Vehicles Not Allowed</u> on the <u>Lawn area.</u> Do not remove parking cones designated placement.	cause harm to anyone or themselves. *Clean <u>"Trash"</u> behind "Rock Walls" Q) Initial NO URINATING on
☐ J) Initial <u>Open Fire</u> candles decor with the exceptions of birthday candles and sternos used for warmers. Sternos must be safely	VENUE GROUNDS!!!!! Please ask your guests to use Lavatories or Restrooms.
discarded. K) Initial Nailing, Tacking,	R) Initial NO CONFETTI, Absolutely None!
stapling, hot gluing, taping of decor to facility covered patio walls, patio doors, lavatory doors, light fixtures, trusses and ceiling. I) Initial Water features (ONLY)	S) Initial <u>Failure to Comply</u> with WHHA Inc. Rules & Regulations Rental Agreement, Rental Application will automatically result in forfeiture of the deposit and possible future rental requests may be denied.
Allowed at designated area)	remai requests may be defiled.

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1) Rental Reservation

- a) Payment in full required upon reserving Hepiko No Waiohuli Facility & Designated Ground(s) Area.
- b) Upon payment in full, including Rental Fee & Deposit, WHHA will confirm the rental period set forth via email and phone call.
- c) WHHA Inc. relinquishes any and all responsibility of lost, stolen, vandalized, and damaged property of renters and vendors.
- 2) Key Distribution & Inspection Walk Thru
- a) 1 Gate & 1 Facility key will be distributed upon Inspection/Walk through of He Piko Waiohuli with renter and WHHA Inc.
- 3) Key Return & Inspection Walk Thru
- a) 1 Gate & 1 Facility Key will be returned upon Inspection/Walk through of He Piko Waiohuli with renter and WHHA Inc.
- b) Deposit shall be refunded within 10 days after the Inspection walk through is completed.
- c) Should there be any damages the deposit will be forfeited and the renter shall be responsible for all damages. Renter(s)are responsible for all repairs & replacement cost(s) at the current market value
- d) Failure to return the key upon Inspection Walk Thru: will result in a \$200 replacement fee.

4) Rental Rule	s & Regulations Absolutely "NO"
a) Initial	Loitering outside of the designated rental reserved area described in contract.
b) Initial	_ Camping
c) Initial	Pets with the exception of service animals.
d) Initial	_ Illegal Drugs and Drugs paraphernalia.
e) Initial	Weapons of any kind, such as but not limited to guns, knives, etc.
f) Initial	_ Illegal Fireworks, Sparklers, Aerials.
g) Initial	Open Grill:fires grills, charcoal, open fire gas stoves of any kind not allowed on
covered pation	s (Only allowed at designated area).
h) Initial	Parking or Driving beyond designated parking lot area.
i) Initial	Vehicles not allowed on the lawn area. Do not remove parking cones designated
placement.	
j) Initial	Open fire candles decor with the exceptions of birthday candles and sternos used
for warmers. S	Sternos must be safely discarded.
k) Initial	Nailing, tacking, stapling, hot gluing, taping of decor to facility covered patio walls
patio doors, la	vatory doors, light fixtures, trusses and ceiling.
l) Initial	Water features (ONLY Allowed at designated area)
m) Initial	Defacing, destruction, removal, altering or tampering to He Piko no Waiohuli
facility and gre	ounds.
n) Initial	Loud music or Loud noise past 11:00 p.m.
o) Initial	Failure to comply with the Rules & Regulations of the WHHA Inc. rental agreement
will automatic	ally result in forfeiture of the deposit and possible future rental requests may be
denied.	

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p) Initial _____ Must use stainless spray cleaner with soft cloth provided to prevent scratches on

5) Special Requests

all stainless steel.

- a) Any exceptions to the rental agreement shall be requested in writing NO LESS than 30 days and approved by WHHA Inc. facility committee.
- 6) Your Rental Period Time Allowed begins and ends at the selected times below:
- a) Initial _____ Begin Time: 7:00 a.m.
- b) Initial End Time: 10:00 p.m.
- c) Initial _____ No Exception to extend rental time of event.
- d) Initial _____ The set up and break down (ie. but not limited to tents, lights, portable toilets) of your event must be included in the alloted time above.

7) Rental Cancellation:

- a) ALL Cancellation requests shall be submitted via email, waiohulihepiko@gmail.com
- b) Cancellation charges are as follows: See below
- (i) 30 days or less 100% of the total rental fee.
- (ii) 31 plus days 50% charge of total rental fee.

8) Renter(s) Responsibilities

A. Initial	$_$ Any & All Damages Accidental, Intentional to facility are renter(s) responsibility
Includes kitch	nen facility, refrigerator, stove, oven, dishwasher, sink(s), faucets, covered patio,
television, tak	oles, chairs, restrooms, indoor/ outdoor electric outlets, cleaning tools.
D 1 141 1	

- B. Initial _____ Facility kitchen, bathrooms, grounds area, parking lot should be cleaned and all trash discarded properly. No Illegal dumping.
- C. Initial Tables & chairs should be stacked & stored in the designation area.
- D. Initial _____ All and any PA sound systems should be designated to a generator (Do Not Plug into Facility outlets).
- E. Initial *Remove and discard ALL TRASH properly. No Illegal dumping of TRASH. Trash Dumpster is provided with your rental.
- F. Initial _____ *All party guest(s), vendors of events allowed only within designated rental areas set forth in rental agreement.

9) Cleaning Tools Provided

- A. Brooms
- B. Dustpan
- C. Mop
- D. Mop bucket
- E. Squeegee
- F. 4 Trash Can reciprocal with lids
- G. Water hose
- H. All cleaning tools should be placed in designated area
- I. Stainless spray cleaner & micro cloth