



## Mililani Town Association

95-303 Kaloapau Street  
Mililani, HI 96789-1249  
Phone (808) 623-7300

### Mililani Town Association Facility Rental Rules

- Facility reservations are taken at the Mililani Town Association Administrative Office (**see “Lottery Information” section for more info**)
- Office hours are Monday- Friday, 8:00am – 4:30pm (stop taking payments at 4:00pm). Closed on holidays.
- Dates open exactly a year-to-the-date in advance.
- **At least 30 days prior notice is required to make a reservation.**
- No overnight camping or lining up in advance.
- **A lottery system will be in place for the months of May- July (see “Lottery Information” section for more info)**
- **No alcohol allowed as of 5/17/12.**

#### Facility Reservation Rates and Times:

*\*Fees are subject to change without prior notice\**

#### Hall Reservations:

<u>Rec</u>	<u>Address</u>	<u>Max. Capacity</u>	<u>Hall Rental</u>	<u>Pool (Optional)</u>	<u>Lifeguard</u>	<u>Tables</u>	<u>Chairs</u>
1	95-400 Ikaloa St.	130	\$450.00	\$75.00 (No Waterslide = Not Rentable)	\$15/hour per every 35 people in pool area	29	146
3	95-281 Kaloapau St.	230	\$550.00	\$100.00	\$15/hour per every 35 people in pool area	42	247
5	95-1101 Ainamakua Dr.	350	\$730.00	N/A	N/A	72	355
6	95-1010 Konaku St.	68	\$150.00	\$75.00	\$15/hour per every 35 people in pool area	18	75

#### Pool Only Reservations:

<u>Rec</u>	<u>Address</u>	<u>Max. Capacity</u>	<u>Pool</u>	<u>Lifeguard</u>
2	94-300 Anania Dr.	1 Lifeguard needed for every 35 people	\$150.00	\$15/hour per every 35 people
3	95-281 Kaloapau St.	1 Lifeguard needed for every 35 people	\$100.00	\$15/hour per every 35 people
4	94-233 Makapipipi St.	1 Lifeguard needed for every 35 people. 2 Lifeguards minimum are required at Rec 4	\$100.00	\$15/hour per every 35 people
6	95-1010 Konaku St.	1 Lifeguard needed for every 35 people	\$100.00	\$15/hour per every 35 people

## **Facility Rental Hours:**

- The first two hours of all hall reservations are designated for set-up.
- Facilities must be vacated by the times stated on the facility rental contract.
- The rental fee for a hall reservation includes the use of the hall, tables, chairs, kitchen, restrooms, a MTA Member Service Coordinator and janitorial services (janitorial services are not provided at Rec 6 or for pool reservations).

### **❖ Hall Reservations:**

- **Rec. 1 Hall**
  - **Saturday:** 3:00pm- 10:30pm (party must end by 10:00pm)
  - **Sunday:** 8:00am- 2:30pm (party must end by 2:00pm) or 3:00pm- 10:30pm (party must end by 10:00pm)
- **Rec 3 Hall & Rec 5 Hall:**
  - **Friday:** 3:00pm- 10:30pm (party must end by 10:00pm)
  - **Saturday:** 3:00pm- 10:30pm (party must end by 10:00pm)
  - **Sunday:** 8:00am- 2:30pm (party must end by 2:00pm) or 3:00pm- 10:30pm (party must end by 10:00pm)
- **Rec 6 Hall:**
  - **Saturday:** 3:00pm- 11:00pm (party must end by 10:00pm)
  - **Sunday:** 8:00am- 3:00pm (party must end by 2:00pm) or 3:00pm- 11:00pm (party must end by 10:00pm)

### **❖ Pool Reservations:**

- **Rec 1 Pool:** Sundays from 6:00pm- 9:00pm year-round (hall must be rented with the pool). The waterslide is not part of the reservation.
- **Rec 2 Pool:** Saturdays and Sundays from 6:00pm- 9:00pm year-round
- **Rec 3 Pool:**
  - **Tuesday:** 12:00pm- 4:00pm or 5:00pm- 9:00pm (with the exception of holidays and school breaks)
  - **Thursday:** 12:00pm- 4:00pm or 5:00pm- 9:00pm (with the exception of holidays and school breaks)
  - **Friday:** 12:00pm- 4:00pm or 5:00pm- 9:00pm (with the exception of holidays and school breaks)
  - **Saturday:** 12:00pm- 4:00pm or 5:00pm- 9:00pm year-round
  - **Sunday:** 10:00am- 2:00pm or 5:00pm- 9:00pm year-round
- **Rec 4 Pool:**
  - **Monday- Friday:** 10:00am- 1:00pm, 1:30pm- 4:30pm or 5:00pm- 8:00pm (with the exception of holidays and school breaks)
  - **Saturday:** 10:00am- 1:00pm, 1:30pm- 4:30pm or 5:00pm- 8:00pm year-round
  - **Sunday:** 10:00am- 1:00pm, 1:30pm- 4:30pm or 5:00pm- 8:00pm year-round
- **Rec 6 Pool:** Saturdays and Sundays from 6:00pm- 9:00pm year-round

### **Lottery Information (May- July):**

- Starting May 1, 2012, **no overnight camping or lining up in advance** for rentals will be allowed.
- We will be implementing a **LOTTERY** system for the busy period of May - July.
- Dates will still open a year-to-the-date in advance as always.
- Hall Rental hours are Monday- Friday, 8:00am – 4:00pm. Closed on holidays.
- **Procedure:**
  - Lotteries will take place at the MTA Administration Office (95-303 Kaloapau Street in Mililani Town)
  - **8:00am- 8:20am: Lottery sign-up**
  - **8:30am: Lottery drawing** (must be present)
    - A representative may stand in for the MTA homeowner/valid tenant (Head of Household) in the lottery.
      - **One representative per property address**
      - The representative must be able to provide the MTA homeowner/valid tenant's (Head of Household) legal name, property address and phone number.
    - The MTA homeowner/valid tenant (Head of Household) must sign the contract within 24 hours (Admin Office business hours) and pay the rental fee(s) in full.
    - If there is no signature and no payment after 24 hours (Admin Office business hours), the contract will be voided

### **No Alcoholic Beverages:**

Alcoholic beverages are strictly prohibited at MTA Facilities.

- If a guest is observed consuming an alcoholic beverage:
  - The Renter shall immediately notify the consumption of alcoholic beverage to the MTA staff member. If the guest is under the influence of alcohol, the Renter shall make arrangements for the safe removal of the guest.
  - The Renter faces immediate termination of the event.
- If a guest appears to be under the influence of alcohol:
  - The guest will be denied entry to the facility.
  - The Renter shall make arrangements for the safe removal of the guest.
  - If a guest appears to be under the influence during the event, the event may be terminated immediately.
- If anyone attending the event is observed consuming alcoholic beverages anywhere in the facility:
  - The Renter shall make arrangements for the safe removal of the consumer of alcohol from the facility.
  - The event may be immediately terminated at the sole discretion of the MTA staff member.

### **Renter:**

- Renter(s) must be an adult (18 years old or older) and an MTA homeowner listed on the property deed or an MTA tenant listed as "Head of Household" in MTA's database with a valid Transfer of Privileges Form on file which is valid through the event date. The Renter must be in good standing.
- This Agreement shall automatically terminate in the event Renter loses, rescinds or transfers his/her membership privileges for any reason (for example, sale of unit, termination of tenant lease, etc.) or otherwise loses the privilege to rent any MTA recreational facilities. This is true regardless of whether a predated executed MTA Rental Agreement exists.
- Renter must be present throughout the period of rental including set-up and clean-up periods and until the last guest has vacated the premises. An exception to this requirement must be approved in writing by an authorized MTA representative.

### **Reservations:**

- Only the MTA homeowner/valid tenant on the facility rental contract can make payment.
- Payment must be made in full at the time of the reservation.
- Reservations may be made up to one (1) year prior to the desired rental date.
- A minimum of thirty (30) days notice is required to reserve a facility. The minimum notice may only be waived if MTA can assign a staff member for the rental.
- Changing the event date, time, and/or location and/or attempting to transfer the contract to another "Renter" shall be considered a cancellation and fees shall apply.
- Only the Renter can make changes to the Rental Agreement. All changes must be made in writing at least 30 days prior to the date of the event.

### **Termination of Agreement:**

- MTA reserves the right to cancel this reservation and terminate this Agreement at any time in the sole discretion of any MTA manager with or without advance notice to the Renter.
- If the reservation is canceled by MTA, the Rental Fee will be refunded.
- No refund will be given if the rental is canceled because of misrepresentations or false statements in this Agreement by the Renter

### **Swimming Pool Rental and Lifeguards:**

- All reservations for the use of a swimming pool will require payment for the services of MTA lifeguards. One lifeguard is required for every 35 people in the pool area regardless if they are swimming or not. Two MTA lifeguards are required at Rec 4 regardless of the headcount.
- Lifeguards must remain on duty as long as there are people in the pool area.
- There is no "grace-period" for set-up or clean-up of swimming pool rentals.
- Radios and amplified music are prohibited in pool areas.
- Alcohol is prohibited.
- Cancellation of a pool party due to inclement weather will be accepted with full refund.
- Pro-rata refund of Rental Fee will be given if the Lifeguard cancels the pool rental in progress due to inclement weather.
- Flotation tubes and pool toys are provided by MTA at Recs 3 and 4. Only flotation tubes and pool toys provided by MTA are allowed. Refer to the Mililani Town Rules for more information.

### **Amplified Music and Dancing:**

- Music and noise must remain controlled so as not to disturb surrounding residents and comply with State of Hawai'i Department of Health noise code regulations.
- Noise level must not exceed 55 dBA at the property line.
- Renters must provide their own sound equipment and slideshow equipment and any other audio and/or visual equipment (hall rentals only). See the Vendor and Personal Equipment section for more information.
- Radios and amplified music are prohibited in pool areas.
- Amplified music is prohibited at pavilions.

### **Restrictions:** The following restrictions apply:

- **Room Capacity:** Total participants must not exceed the posted room capacity (per the City & County of Honolulu ordinances), or the contract limit, whichever is less.
- **Illegal Activities:** No illegal activities e.g., gambling, sale/use of illegal drugs, or drinking of alcohol by minors.
- **Alcohol:**
  - Alcohol is prohibited at all MTA facilities.
  - Alcoholic beverages may not be served, furnished, made available or consumed on MTA premises at any time.
- **Kitchen:**
  - No cooking (only warming-up) of food in kitchen.
  - MTA does not provide any serving utensils (e.g. forks, spoons, knives, tongs, plates, bowls, etc.). Renters must bring in their own items.
- **Sterno warmers, Grills and Rotisserie:**
  - Sterno warmers, charcoal grills, propane, gas grills and rotisserie are allowed provided that they are contained to a designated area (see Staff on Duty for details), must be under adult supervision at all times, and must be extinguished.
  - Renter must bring in the equipment and insurance paperwork must be submitted.
  - No dumping on MTA grounds.
  - Open fires are prohibited in pool areas.
  - All debris, charcoal, firewood, ashes, etc. must be removed from MTA premises and taken with you for disposal.
- **Open Fires:** No fire dancing/productions, candles, incense, lanterns, tiki torches and any apparatus that requires an open flame, burning or electricity that may become a fire source.
- **Facility Rental Boundaries:**
  - All events must be confined within the boundaries of the rental premises including lanai areas.
  - No activities, including, without limitation, drinking or eating, are allowed in the parking areas and/or grounds area unless by prior written approval by an authorized MTA staff member.
  - Renter shall not interfere with the use of those portions of MTA facilities that are not included in the rented MTA facilities and that will remain open to MTA members during the event.
- **Tents and Tarps:**
  - Tents and tarps are allowed during hall events in designated areas only.
  - Stakes are prohibited.
  - Tents and tarps are not allowed in pool areas.

- **Bouncers:**
  - Bouncers are allowed in designated areas.
  - Generators must be kept outside.
  - Stakes are not allowed.
  - Inflatable apparatus (bouncers) are not allowed at pool parties.
- **Mechanical Rides, Pony Rides and Petting Zoos:** No mechanical rides, pony rides or petting zoos.
- **Wheeled and Skating Devices:** No recreational wheeled/skating devices (for example, scooters, "heelies," skateboards, bicycles, etc. are allowed in the rental facilities).
- **Admission Fees, Publicity and Commercial Use:**
  - No charging of admission fees.
  - Publicity related to the rental of MTA facilities must not imply endorsement of the event by MTA. Posting of advertisements on the MTA premises must be done by an authorized MTA staff member.
  - Commercial use is prohibited. Events are limited to personal events.
- **Smoking:** Smoking is prohibited inside the recreation centers and within 20 feet of doorways, windows and ventilation intakes.
- **Rec 5:**
  - Parking in the commercial area parking lot next to Rec 5 is only allowed during certain hours (Fridays from 6:00pm-10:30pm, Saturdays from 5:00pm- 10:30pm and Sundays from 10:00am- 10:00pm). Parking is prohibited during any other hours.
  - No parking is allowed in the marked ATM stall. Parking is not allowed in the first commercial parking lot. Cars will be towed.
  - MTA reserves the right to revise the foregoing restrictions at any time to the extent necessary to promote the safety and health of users of the MTA facility as determined by MTA Board of Directors in its sole discretion.

**Vendors and Personal Equipment:**

- Insurance and indemnification paperwork is required for all vendors and for any personal equipment being brought onto MTA premises.
- Vendors must submit a certificate of insurance which covers Mililani Town Association (95-303 Kaloapau Street, Mililani, HI 96789) as an "additional insured" for at least \$1,000,000.00 coverage.
- The Renter on the facility rental contract must submit a completed indemnification agreement form to MTA.
- The Renter on the facility rental contract must submit a Vendor and Personal Equipment Form to MTA.
- MTA homeowners on the facility rental contract must submit a copy of their homeowner's insurance for personal equipment. The insurance must be valid through the event date and must show that personal belongings are covered.
- MTA tenants (head of household) on the facility rental contract must submit a copy of their renter's insurance for personal equipment. The insurance must be valid through the event date and must show that personal belongings are covered.
- All paperwork is due at least 30 days prior to the date of the event.

**Setting-Up:**

- Set-up for hall reservations (e.g. decorating, arranging) must not start before 3:00pm (evening rentals) or 8:00am (day rentals).
- Set-up and clean-up times for pool reservations are included in the time frame stated on the contract. No extra time will be given.
- The Renter on the contract must do the set-up (e.g. setting up the tables and chairs).
- Furniture, fixtures and equipment must not be moved from any room without prior written consent from an authorized MTA staff member.
- The Renter will be responsible for insuring that the following decoration restrictions are followed:
  - No decorations on walls.
  - Only masking tape and painters tape are allowed on tables. Other adhesives are not allowed.
  - The Renter must use the tables and chairs that are provided by MTA. No extra tables or chairs are allowed.
  - Decorations, especially balloons and streamers, must be kept clear of the ceiling fans.

**Clean-Up:** Clean-up is considered completed only under the following conditions:

- All decorations, signs, balloons, table covers, etc. are removed.
- Areas that the guests may have littered (i.e., parking lot, planters, playground, etc.) are cleaned.
- **Rec 6:**
  - Tables and chairs (after table covers and tapes have been removed) are stacked neatly in their original manner and in their designated areas.

- Room furniture and equipment are placed in their original positions.
- Floors in the hall and bathrooms are swept and mopped and are restored to their original condition.
- All rubbish must be taken to the trash bin located in the parking lot. A new trash bag must be placed into each emptied trash receptacle. Trash bags are provided by MTA.
- Trash bags will be provided by Mililani Town Association and are for event trash removal only.
- Any damage to the facilities, equipment, furniture, or fixtures must be reported immediately to the Staff on Duty.
- Staff on Duty shall give final approval of acceptable condition of facilities.

**Unrestricted Entry to Inspect:** MTA employees will have unrestricted access to all facilities at all times to ensure compliance with this Agreement.

**Additional Provisions:**

- MTA shall be entitled to pursue any and all legal and equitable remedies against the Renter for damages to MTA property, including damages. In the event that it shall be necessary for MTA to retain legal counsel to enforce any provision of this Agreement against Renter as a result of any violation of this Agreement regardless of whether legal proceedings are commenced, MTA shall be entitled to its reasonable attorneys' fees and costs against the Renter. In the event that a legal action is commenced, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, incurred in connection therewith.
- Renter shall also be responsible for fines or penalties levied against MTA as a result of Renter's violation of applicable statutes, ordinances, rules or regulations in connection with this Rental Agreement, the activity or rental as well as any attorney's fees and costs incurred by MTA in that regard.

**Appeals:**

- Renters may appeal the imposition of any penalty, fine or sanction hereunder to the MTA Board of Directors.
- The appeal must be submitted in writing no later than ten (10) days from the date of when the penalty, fine or sanction was incurred.
- The Renter may, at his/her own option, personally attend the MTA Board of Directors meeting dealing with his/her appeal.

**Insurance Indemnification:**

- Renter shall defend, indemnify and hold harmless MTA and its directors, officers, employees and agents from and against any and all liabilities, damages, costs or expenses, including attorneys fees, arising from any act, omission, or negligence by Renter, or Renter's contractors, vendors, agents, or guests in or about the rental facilities or the MTA Recreation Center, or arising from any accident, injury or damage, howsoever and by whomsoever caused to any person or property, occurring in or about or in connection with usage of the rental facility pursuant to this Agreement.
- In the event that Renter fails to honor its defense and/or indemnity obligations hereunder but is ultimately compelled to do so by legal action or threatened legal action, then the Renter shall pay for the expenses of enforcing such obligations, including but not limited to court costs and attorneys' and other professionals' fees, in addition to all legal fees and costs incurred by MTA as a result of Renter's breach of this Agreement.
- MTA may, in its sole discretion, require proof of insurance coverage as a condition of permitting Renter to use facilities. A Certificate of Insurance naming MTA as "additional insured" may be required in the sole discretion of MTA.