

St. John's By-the-Sea – Rental Agreement
47-074 Lihikai Drive
Kaneohe, HI. 96744

Phone: (808) 239-7198

**St. John's By-the-Sea Episcopal Church
Single Use Rental Agreement**

This Single Use Rental Agreement made this ___ day of _____ 20

Between: St. John's By-the-Sea Episcopal Church

Represented by: _____

Phone: _____

E-mail: _____

-and-

Renter: _____ Represented by: _____

(Please print) Phone: _____

E-mail: _____

Name of Function:

Description of Function:

Date of Function: _____ Time of Function: _____ to

Private Function Yes ___ No ___

Public Function Yes ___ No ___ If yes, is this an advertised event? Yes ___ No ___

Expected attendance: _____

Will admission be charged for the function? Yes ___ No _____

Liquor to be consumed? Yes ___ No

If yes, will there be a charge for liquor? Yes _____ No

(If liquor is consumed or provided, for a fee, please provide a copy of your one-day liquor license).

Do you have Liability Insurance? Yes ___ No ___

If yes, provide a copy of your liability insurance with STJBTS as an additional insured on this policy.

If no, please sign and return our waiver of liability form.

Is the renter a pledging member of St. John's By-the-Sea Church? Yes ___ No ___

Fees Agreement: Basic Hall Rental Fee \$ 600.00

Member Discount \$ ____.

Other Discounts \$ ____.

Other Charges \$ ____.

Total \$ ____.

* A \$125.00 cleaning deposit must be submitted with this Agreement to reserve the date for your scheduled activity. This deposit will NOT be applied to the rental due, and will be refunded after the scheduled event, provided the Hall is returned in good and habitable condition. Please provide a photocopy of your credit or debit card, along with a photocopy of a state issued photo ID of the named credit or debit cardholder.

ALL CREDIT CARD TRANSACTIONS WILL INCUR A \$10.00 FEE PER TRANSACTION

Type of Card: _____

Credit or Debit Card # _____ Exp: _____ CCV: _____

Signature _____

THEREFORE THE PARTIES DO AGREE TO THE FOLLOWING:

St. John's By-the-Sea Episcopal Church, agrees to provide the RENTER access and use of the facility and its rental equipment requested in accordance with the details outlined above and with the attached Terms and Conditions.

The Balance Due in the amount of \$ ____ will be paid in full no less than ninety (90) days before the date of the scheduled rental.

I hereby acknowledge that I have carefully read the above, all statements are true, and I did receive a duplicate copy of this agreement this ___ day of _____, 20__.

THIS AGREEMENT EXECUTED on behalf of:

**ST. JOHN'S BY-THE-SEA
EPISCOPAL CHURCH**

RENTER

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Rental Contact:
St. John's By-the-Sea Church
47-074 Lihikai Drive
Kaneohe, HI. 96744 Bus.
Phone: (808) 239-7198
E-mail: hookanohall@gmail.com

Renter Contact: _____
Phone: Res. _____

E-mail: _____

Deposit paid: \$_____ Method of Deposit: MC VISA DISC AMEX CASH

CHECK#_____

Date of Deposit:_____ Last 4 Digits of CC#:_____ CCV:_____

Initials of Payer:_____ Initials of Payee:_____

1) Rental Amount Paid: \$_____

Method of Payment: MC VISA DISC AMEX CASH CHECK#_____

Last 4 Digits of CC#_____ CCV:_____

Date of Payment:_____

Total Amount Still Due: \$_____

Initials of Payer:_____ Initials of Payee:_____

2) Rental Amount Paid: \$_____

Method of Payment: MC VISA DISC AMEX CASH CHECK#_____

Last 4 Digits of CC#_____ CCV:_____

Date of Payment:_____

Total Amount Still Due: \$_____

Initials of Payer:_____ Initials of Payee:_____

Terms and Conditions

1. RENTAL

- 1.1. The RENTER agrees to provide St. John's By-the-Sea (STJBTS) with a cleaning deposit in the amount of \$125.00 upon signing of the Agreement, and any unpaid balance of rental payment in the form of cash, (certified) check, credit or debit card ***no later than Ninety (90) days prior to the date of the scheduled event.***
- 1.2. The \$125.00 cleaning deposit must be submitted with this Agreement to reserve the date of the scheduled activity. This deposit will NOT be applied to the rental due, and will be refunded after the scheduled event, provided the Hall is returned in good and habitable condition to STJBTS.
- 1.3. The RENTER agrees to pay STJBTS an additional flat rate of \$250.00 in the event that RENTER stays after the expiry of the rental period stated on page 1 of this Agreement.
- 1.4. If the RENTER does not use the premises on the rental date referred to on page 1, STJBTS may keep the deposit as liquidated damages unless the RENTER has given STJBTS no less than ninety (90) days notice that it will not be using the premises on that date or STJBTS is able to re-rent the premises for that date.
- 1.5. The RENTER agrees to our cancellation policy and agrees to our fees if insufficient notice is given.
 - 90 days or more – No charge
 - less than 90 days – Full charge
- 1.6. Subject to any Clause of the agreement that authorizes STJBTS to deduct money from the deposit, STJBTS will return the deposit to the RENTER within 14 days of the rental date.

2. FACILITY CARE AND CONDITION

- 2.1. The RENTER and STJBTS representative will conduct an inspection of the facility and equipment *prior to commencement* of the rental event and identify any damages or other conditions present. The RENTER and STJBTS representative will conduct a second inspection *following* the rental event to identify any damages to the facility and equipment arising from the RENTER'S event. The CHECK IN / OUT REPORT attached to this agreement will be used for this purpose. ***SHOULD ANY DAMAGES OCCURING TO THE PROPERTY OF STJBTS, DURING THE TIME FRAME STATED IN THIS AGREEMENT, CHARGES WILL BE MADE TO THE CREDIT CARD PROVIDED ON PAGE 1 OF THIS AGREEMENT.***

- 2.2. The RENTER agrees to ensure that all doors and windows are securely locked, as well as lights are turned off, upon leaving the facility.
- 2.3. The RENTER will remove all garbage and clean the premises immediately after the rental period. The RENTER further agrees to abide by any additional requirements regarding facility condition and care attached to this agreement. If the RENTER fails to comply with this Clause and any additional requirements, the RENTER agrees that STJBTS may deduct from the deposit the cost of doing the cleaning and performing other remedies at the rate of \$25 per hour.
- 2.4. If the RENTER wishes to use the Kitchen and its appliances, this must be requested and specified on its use in this application.
- 2.5. The RENTER will refrain from the use of the church and its surrounding lanai areas, unless otherwise approved.
- 2.6. Should RENTER choose to use any type of BBQ grills, carnival rides (in reasonable size), games, pools, etc. permission must be granted prior to the scheduled event and used only in outdoor designated areas.
- 2.7. Parking is permitted in the paved parking lot fronting Kamehameha Highway. Additional overflow parking is permitted on the lawn between the church and caretaker's home.

3. RENTER'S RESPONSIBILITY

- 3.1. The maximum total capacity of the premises for the purposes of the RENTER's use is 300 people. The RENTER agrees to ensure that this capacity is not exceeded, unless an agreement is made and stated so on the contract.
- 3.2. No smoking is allowed indoors, and only in designated areas.
- 3.3. To strictly observe the liquor and public event laws of Honolulu, Hawaii. The RENTER must obtain and comply with the necessary conditions specified in any liquor and event permits.
- 3.4. Assume full responsibility for members and guests and others who may be in attendance, *including the supervision of all children*, and to see that orderly conduct is maintained both inside and in the immediate vicinity outside the facility.
- 3.5. Restrict use of the facility to the purpose stated on Page 1 of this agreement (TYPE OF EVENT) and not permit the use of the facility for any other purpose without the prior, express and written consent of STJBTS or STJBTS representative.

- 3.6. Not to use the facility in any manner that will increase risks covered by insurance on the facility and result in an increase in the rate of insurance or a cancellation of any insurance policy, **ESPECIALLY WITH BOUNCY HOUSES!!!**
- 3.7. Not to assign or sublease the facility, or any right or privilege connected with the facility, or allow any other person except agents and employees of the RENTER to occupy the facility or any part of the facility without first obtaining the written consent of STJBTS. The consent by STJBTS, will not be a consent to a subsequent assignment, sublease or occupation by other persons. Any unauthorized assignment, sublease, or license to occupy by the RENTER will be void and will terminate this lease agreement at the option of STJBTS.
- 3.8. Not to keep, use or sell anything prohibited by any policy of fire insurance covering the facility, and will comply with all requirements of the insurers applicable to the facility necessary to keep in force the fire and liability insurance.
- 3.9. Double or triple parking of vehicles in the parking lot and lawn are allowed, provided the RENTER procures the services of a parking valet on duty at all times to ensure the orderly flow of traffic and that there is no congestion.
- 3.10. Not to allow any waste or nuisance on the facility or use or allow the facility to be used for any unlawful purpose according to bylaws of the City & County of Honolulu and laws of the State of Hawaii and the United States of America.
- 3.11. The RENTER agrees all noise will be kept at a respectful level in compliance with the Department of Health and will cease by 9:30pm.
- 3.12. The Premises will be vacated and cleaned by 10:30pm. Loitering in Parking Lots, or other Grounds adjacent and around the facility is prohibited after 10:30pm.

4. LIABILITY AND INDEMNITY

- 4.1. The RENTER agrees that it will indemnify and hold harmless STJBTS from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.
- 4.2. STJBTS will not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the facility by the RENTER, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to and away from the facility during the term of this lease agreement or any extension of such term.

5. INSURANCE

- 5.1. The RENTER will obtain general liability insurance coverage to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the facility. The insurance policy will provide a minimum coverage amount of \$1,000,000. The insurance policy will also provide coverage for contingent liability of STJBTS on any claims or losses.
- 5.2. If alcohol is being served, for a fee, at any time during the event, the RENTER **must obtain a one-day liquor license and insurance** in accordance with the number of guests anticipated to be in attendance.
- 5.3. In the event that liability insurance coverage can't be met, the RENTER must agree and signoff on our waiver of liability (indemnity clause).
- 5.4. A copy of the insurance policies will be delivered to STJBTS on or before the date the RENTAL FEE BALANCE is due, per page 1 of this agreement.
- 5.5. If the insurance policies are not delivered to STJBTS, STJBTS is authorized to cancel the event notifying the RENTER by phone and/or e-mail per the information provided on Page 1 of this agreement and the deposit will be forfeited.

By signing below, the RENTER acknowledges agreement with these Terms and Conditions.

RENTER:

St. John's By-the-Sea - Rental Single Use Set-up/Takedown Checklist

St. John's By-the-Sea Episcopal Church Ho'okano Hall, Church Rental

47-074 Lihikai Drive
Kaneohe, HI. 96744

Phone: (808) 239-7198

Set-up / Takedown Checklist

Set-up

___ Determine renter's requirement for equipment and check with STJBTS representative to ensure the hall has sufficient equipment for the event.

___ ONLY (2) rolls of paper towels, (2) rolls of toilet paper per bathroom stall and (2) large garbage bags will be provided for use. **Any additional equipment will be the renter's responsibility.**

___ The set-up of (20) tables and (64) chairs provided is the responsibility of the renter or other person specified.

___ All doorways are to be kept clear (as per fire regulations).

___ Use only masking tape or other tape that does not damage walls when hanging decorations. **Do not use nails, pins, staples, tacks or other hangers that will damage surfaces.**

___ The renter is responsible for bringing a ladder or other equipment required to hang decorations, unless specified in agreement with STJBTS.

Takedown

___ Any STJBTS tables and chairs used must be returned to their proper position (identified on paper given) or to their proper storage.

___ Ensure kitchen and counters are clean. Any STJBTS dishes, utensils, coffee machine, etc. used must be cleaned and put back in proper locations. Counters, sinks, fridges and stoves must be wiped clean. Dishes and cutlery must be rinsed in disinfectant solution, to be provided.

___ All garbage is to be put in large outside garbage container in front of STJBTS lawn.

___ All liquor bottles are to be removed from the hall.

___ Sweep and mop up obvious spills from floor. Brooms, dust pan, wet mop and mop buckets are available in the hall storage area for renter's use.

___ All decorations the renter puts up in the hall must be taken down after function, with no pieces of tape left on walls or other related rental equipment.

___ Ensure all doors are locked (and bolted if applicable) after function is over.

___ All clean-up duties must be completed and inspected by STJBTS representative by 10:30pm, unless otherwise specified and agreed upon by STJBTS representative.

___ Report all damage or difficulties in the use of the facility as soon as possible to STJBTS.

St. John's By-the-Sea – Before/After Hall Rental Inspection Checklist
St. John's By-the-Sea Episcopal Church

Before / After Hall Rental Inspection Checklist

Before

___ Hall is clean and tidy, and in reasonable repair.

___ Kitchen and other areas are clean; kitchen and dishes, cutlery and other implements are stored in their designated places.

Equipment Checklist:

___ Coffee maker is clean and ready for use.

___ Tables and chairs are stacked as directed and stored in designated area.

___ Walls are clear of materials from previous rentals. Marks, pinholes and other damage noted:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

___ Garbage bins are emptied and clean.

___ Furnishings are clean and in reasonable repair.

___ Parking area is free of debris.

___ Garbage area is clean and free of debris.

I hereby agree with the above-noted report regarding the condition of STJBTS Hall on
Date: _____

Hall Rental Director (print name)

Renter (print name)

Hall Rental Director (signature)

Renter (signature)

After

___ Hall is clean and tidy, and in reasonable repair.

___ Kitchen and other areas are clean; kitchen and dishes, cutlery and other implements are stored in their designated places.

Equipment Checklist:

___ Coffee maker is clean and ready for use.

___ Tables and chairs are stacked as directed and stored in designated area.

___ Walls are clear of materials from previous rentals. Marks, pinholes and other damage noted:

___ Garbage bins are emptied and clean.

___ Furnishings are clean and in reasonable repair.

___ Parking area is free of debris.

___ Garbage area is clean and free of debris.

I hereby agree with the above-noted report regarding the condition of STJBTS Hall on

Date: _____

Hall Rental Director (print name)

Renter (print name)

Hall Rental Director (signature)

Renter (signature)

WAIVER AND RELEASE OF LIABILITY

I, _____, in consideration for use of St. John's By-the-Sea Episcopal Church "Ho`okano Hall," on the _____ day of _____ in 20____ or for the duration of _____ to _____, do hereby release and forever discharge St. John's By-the-Sea Episcopal Church and their affiliates, directors, officers and employees and assigns from any and all claims, demands, causes of actions, suits, damage costs and expenses for any and all personal injuries, loss of time, pain and suffering or property damage on behalf of myself and ALL attendees arising out of or occurring in connection with my participation in this planned activity or event.

I also agree, on behalf of myself, and ALL attendees, to abide by all the rules and regulations as hereinafter may be amended or supplemented or established by, St. John's By-the-Sea Episcopal Church. Furthermore, use of the premises may be cancelled at any time without prior notice or warning and that I disclaim any recourse in the event of such cancellation and agree to immediately vacate the premises upon request.

I HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT, INCLUDING THE FACT THAT I AM RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS HELD BY MYSELF AND ATTENDEES AND VOLUNTARILY AND FREELY AGREEING TO THE TERMS AND CONDITIONS SET FORTH.

NAME OF GUEST:

GUARDIAN: _____

SIGNATURE: _____ **DATE:**

(IF GUEST IS UNDER THE AGE OF 18, PARENTAL GUARDIANS NAME AND SIGNATURE)

ADDRESS:

PHONE: _____

EMERGENCY CONTACT NAME: _____

EMERGENCY PHONE: _____