

## Terms and Conditions

### 1. RENTAL

- 1.1. The RENTER agrees to provide St. John's By-the-Sea (STJBTS) with a deposit and balance of rental payment in the form of cash, (certified) check, credit or debit card in accordance with the dates stated on page 1. Payment shall be due at least 2 weeks prior to date of event.
- 1.2. The RENTER agrees to pay STJBTS an additional flat rate of \$250.00 after the expiry of the rental period stated on page 1 of this agreement.
- 1.3. 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 at least 30 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.
- 1.4. The RENTER agrees to our cancellation policy and agrees to our fees if insufficient notice is given.
  - 30 days or more – No charge
  - 30 days to 2 weeks prior – 50% of total cost
  - Less than 2 weeks – Full charge
- 1.5. 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 OCCURRING 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 charge, to the credit card provide on page 1 of this agreement, the cost of cleaning and the performing of 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 lanai areas, unless otherwise specified.
- 2.6. Should RENTER choose to use any type of BBQ grills, carnival rides (in reasonable size), games, pools, etc. permission must be granted and used only in outdoor designated areas.

### 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 will be allowed indoors.
- 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 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. 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.
- 3.10. 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.
- 3.11. 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 sign-off 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: \_\_\_\_\_