



A Non-Profit Organization

Terms & Conditions of Agreement for use of Banquet Hall @ He'eia State Park
Arrangements for the availability of the Banquet Hall @ He'eia State Park may be made by calling
(808) 235-6509 or emailing info@heeiastatepark.org

RENTER(s) First and Last Name		Date of Event		Day of the Week	
				<input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun <input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thurs	
RENTER(s) Name of Group (if applicable)		Email Address		Employee/Affiliate?	
Bride: _____ Bride: _____ Groom: _____ Groom: _____ Point of Contact/Coordinator: _____					
Mailing Address	City/St	Zip	Home #	Work/Cell#	
Intended Use	Number of Guests	Entry Time	Event Time (security in)	Event End	Exit Time (security out)
How did you hear about us?		Earliest: 9:00am Fri/Sat/Sun 12:00pm Mon-Thur <i>* 7 hours is incl. with Hall Rental*</i>			10:30pm gates are locked
		<i>We recommend evening events finish by 9pm to allow ample time to breakdown.</i>			

A .Fees

_____ Initial

Rental fees for use of the Banquet Hall and/or Hale @ He'eia State Park (hereafter referred to as the "Banquet Hall or Hale") are based on the charges set forth in this RENTAL AGREEMENT. Initial Security Deposit secures the date, and the remaining rental fees are due 60 days prior to the reservation date. **The maximum capacity for the Banquet Hall is 300 people and the Hale is 75 people.** Should RENTER exceed the maximum capacity of either facility as specified, the Honolulu Fire Department will be contacted, and the event will be shut down. *Please see page 5 for details in pricing.

_____ Initial **Security Deposit – NON-REFUNDABLE FOR CANCELLATIONS**

The security deposit shall be paid to secure the requested date of event with full and faithful performance of all terms and conditions contained in the RENTAL AGREEMENT. If all conditions of the CLEANING GUIDELINES (attached) are met, the Security Deposit will be refunded. Any violations may result in loss of full DEPOSIT. The RENTER is informed and understands that the processing period for full and/or partial refund of Security Deposit requires up to a period of approximately 2 weeks after the date of the event.

_____ Initial **Service Charges**

Please make all payments by personal checks, money order and/or credit/debit cards. Checks should be made payable to Kama'aina Kids. There will be a \$25 charge for any check that is returned due to insufficient funds. **Cash payments are not accepted at the park.**

B. _____ Confirmation Date of Event

Reservation date is confirmed upon receipt of \$500 Security Deposit AND the receipt of the signed RENTAL AGREEMENT. If more than one party is interested in a specific date, the first party to book that date will be the reservation that is honored. Reservations will be done on a “first come, first served” basis.

C. _____ Initial End of Event Check- The RENTER has the opportunity to return the following day by 9am to ensure cleanliness of park which has been outlined. **SECURITY will check out RENTER at the end of the events. However, SECURITY does not determine if the \$500 deposit will be returned. The Parks Director or Special Events Coordinator will make that determination.**

D. _____ Cancellation Policy

Kama`āina Kids **will refund all PAYMENTS (except Security Deposit and Service Charges)**, for any cancellations made **prior to 30 days** of reservation date. Cancellations made within 30 days of reservation date are 100% non-refundable.

E. _____ Excused Non-Performance

If, for any reason beyond its control—but not limited to accidents, acts of war, power outages, natural disasters or civil emergencies—Kama`āina Kids is unable to perform its obligations under the RENTAL AGREEMENT, such non-performance is excused and Kama`āina Kids may terminate RENTAL AGREEMENT without liability of any nature upon return of RENTER’s fees and deposit. Kama`āina Kids will not be liable for consequential damages of any nature, under any circumstances, for any reason, whatsoever.

F. _____ Admissions Charges

Persons attending the event herein **will / will not (circle one)** be paying an admission for this event. If charging admission the following will need to be received: Certificate of Liability and a permission request outlining event asking permission to charge admission.

G. _____ Alcoholic Beverages

The use or possession of alcohol shall be confined to *inside* the **BANQUET HALL & HALE ONLY. NO ALCOHOL OF ANY KIND is allowed on park grounds outside of the Banquet Hall or Hale** and shall be in accordance with all applicable State and City & County ordinances, rules and regulations. Consumption and possession of alcohol by minors is prohibited and is the responsibility of the RENTER to enforce. SECURITY will notify and dispatch Honolulu Police Department if underage drinking is observed on park grounds. If bottles/bottles caps/cans of alcoholic beverages are seen or found outside of the Banquet Hall or Hale, or in any of the parking lots, RENTER will forfeit entire security deposit, and the event may be shut down.

H. _____ AV EQUIPMENT

SECURITY and Park Staff does not offer AV assistance on the day of the event, when renting the projector or AV system. Please make sure all the correct HDMI cords and/or adaptors for your individual laptop or digital device are compatible and working. We encourage our guests to schedule a day to test the projector with your device, prior to the scheduled event. It is the responsibility of the RENTER to know the different software used to create slideshows and presentations, as well as ensure all equipment is properly set-up. Refunds are not issued as a result of failure to properly operate the projector or AV system, provided they were issued to the RENTER in working order.

I. _____ Rubbish/Garbage Removal/Recycling

The RENTER shall be responsible for the removal of **all exterior** rubbish/garbage/recycling. Throughout the event bags of rubbish must not be left in the Banquet Hall or Hale, and should be taken down to the dumpsters to avoid pests during use of facilities. Kama`āina Kids will deduct this charge from the security deposit. Recycling bins will be provided for items that meet the current state recycling codes. See CLEANING GUIDELINES for other applicable guidelines. All recycling bins need to be used according to their label; Glass, Aluminum, or Plastic. Trash liners are provided with any Hall Rental and are mandatory in all rubbish/recycling bins.

J. _____ GENERAL CLEAN-UP

Please do not nail, screw, staple and/or tack decorations to any part of the Banquet Hall or Hale. If decorations need to be mounted on the walls, use of string/twine, white putty, or clear packing tape is allowed. RENTER is responsible for removing decorations immediately following the event, and must comply with governmental laws, rules, regulations and ordinances, including but not limited to, fire code regulations.

- Intentional outdoor releases of balloons and sky lanterns are an act of littering and will be classified as such. Please refrain from releasing anything into the atmosphere or surrounding bay, which can either entangle wildlife, or be ingested if certain species confuse balloons/balloon fragments for food (such as endangered marine turtles).
- Our commitment to the environment extends to keeping all forms of litter from entering the sea; either directly or indirectly. Consequently, we do not distinguish between differing types of balloon material, the main types of which are latex (rubber) and foil (also known as mylar). Latex balloons, whilst biodegradable, may persist in the marine environment for up to four years.
- Decorations are allowed through the walkway into the Banquet Hall. Signs are not permitted on the outside of the Banquet Hall, except at the entrance doorway.

Park Grounds

- The RENTER shall be responsible for any damages to the surrounding flora. It is illegal to cut or remove any flora on park grounds. Please do not cut or remove any surrounding flora found within the park grounds for personal decorations or usage, unless approved by Park Management. Damage/removal of fruits/flora may be assessed and levied against the Security Deposit. Park will remain open to the public during normal business hours.

Set-Up/Decorations/Entertainment

- ***** Please do not drag table and chairs, as this will cause damage to the tables, chairs and the waxed flooring*****
- **We do not allow glitter/confetti and/or rice on state park grounds or in the Banquet Hall and Hale.**
- **No candles, flames, sparklers (hot or cold) and fire knife dancing allowed in the Banquet Hall, Hale or anywhere on Park grounds.**
- **Please ensure all helium balloons are securely tied down if utilized in the Banquet Hall or Hale. Loose balloons may become entangled in the ceiling fans, which would then become the RENTER's responsibility.**
- **Any pallets used for décor must be removed by the RENTER, at the conclusion of the event. Pallets cannot be left at or in the dumpsters. Doing so may incur a \$200 removal fee, which is deducted from the \$500 Security Deposit.**

K. _____ EXTENSIVE CLEANING

PLEASE NOTE, with our extensive cleaning package the renter is *still* responsible for removing any exterior/interior decorations they wish to keep. The Renter is responsible for the relocation of all tables/chairs/decorations that are outside of the Banquet Hall and Hale back inside the Hall/Hale. The Renter **IS** responsible for removing trash throughout their event and placing it outside the dumpster in closed/tied-up rubbish bags. Anything left back by the renter will be disposed of immediately. Again, **NO PALLETS** to be left on property.

L. _____ SECURITY

SECURITY is mandatory when renting the banquet hall for any and all functions from 4pm-10:30pm. The RENTER will be provided security through a private security company **for up to 7 hours** with any Hall Rental when renting Friday through Sunday blocks. Any additional time needed for an event is the responsibility of the RENTER at an additional rate of \$35 per hour. The Security fee is not covered when renting only the Hale and a security fee will be applied during PM hours (4pm-10:30pm). **If your event is booked on a Federal holiday, then it will incur an additional fee.** Please give yourself ample breakdown and clean up time. We highly recommend ending your party around 9pm as 10:30pm is a non-negotiable exit time for everyone to be off property and the front gate secured. If the exit time is violated, security will call and dispatch HPD to escort remaining guest off premises and the \$500 security deposit will be forfeited by RENTER.

M. _____ Exit/ Park Closing Time

We recommend evening events conclude by 9pm to allow ample time for breakdown and a prompt

closure of the park at 10:30pm. If the RENTER and all vendors have not exited the front gate by the mandatory State Park exit time of 10:30pm, the RENTER risks forfeiting the \$500 security deposit. SECURITY will lock the gates and dispatch Honolulu Police Department to escort remaining guests off the property after 10:30pm.

N. _____ PARKING - NO PARKING ON GRASS

In accordance with Sec. 290-11 Hawai'i revised Statutes, unauthorized vehicles will be towed at Owner's Expense. Please have your guests plan accordingly for parking. There are only 72 marked stalls, 3 of which are handicap stalls, available for the entire park. An emergency vehicle access lane must also be maintained at all times. We highly recommend having your guests carpool.

O. _____ SMOKING/ILLEGAL DRUG USE (Applies to RENTER and RENTER's GUESTS)

Smoking is banned in all Hawai'i State Parks; please refer to law – Act 123, SLH 2015 – that went into effect as of July 1, 2015. This ban prohibits any type of smoking; cigarettes, electronic cigarettes, illegal substances and tobacco product use in State parks of Hawai'i. It applies to every area of the park; including beachfront, picnic areas and roadways. Any smoking or illegal drug use done inside the Banquet Hall/Hale, or on park grounds will result in the forfeiture of the \$500 security deposit, and HPD will be dispatched and park cleared. Any cigarette butts or drug paraphernalia found outside on property grounds will result in RENTER forfeiting the entire security deposit of \$500.00.

P. _____ DISCRIMINATION POLICY

The use of the Banquet Hall or Hale shall not be in support of any policy which discriminates against anyone based on race, creed, color, gender, religion, national origin, sexual orientation or physical handicap.

Q. _____ CONDUCT

Kama'āina Kids reserves the right to terminate any event under the following circumstances:

- The event is not properly chaperoned or exceeds the designated maximum capacity for each facility.
- The conduct of the guests attending the event presents a threat to the health and safety of any individuals, or cause damage to the Banquet Hall, Hale, and/or surrounding structures on the property.
- Guests are not compliant with rules and regulations established in RENTAL AGREEMENT; especially as it pertains to illegal use of drugs/alcohol or underage drinking.

R. _____ INDEMNITY

The RENTER shall indemnify, defend, and hold Kama'āina Kids, He'eia State Park, City & County of Honolulu and the State of Hawai'i harmless from and against all claims, proceeding, suits, damages, settlements, and awards arising in connection with or attributable to the use of the premises by the RENTER and/or its guests, invitees, agents, or assignees. This indemnification shall, among other things, include indemnification against any, and all actions, proceedings, attorney's fees, costs, demands and any damages.

Kama'āina Kids, He'eia State Park, City & County of Honolulu, State of Hawai'i, shall not be liable to the RENTER for any damage to the RENTER or RENTER property or RENTER's guest(s) from any cause.

The RENTER waives all claims against Kama'āina Kids, He'eia State Park, City & County of Honolulu and the State of Hawaii for damage to person or property arising for any reason.

S. _____ DEFAULT

In the event of any default by the RENTER of any of the terms herein, RENTER shall be liable for all damages, including attorney's fees and costs, which may be incurred as a result of, said default, and steps taken to address said fault.

HIBISCUS Package + (Security Deposit -\$500)

_____ \$3000 Weekdays: Mon – Thur

_____ \$3500 Weekends: Fri – Sun

- HALE / BRIDAL SUITE with its own private bathroom & shower.
- Pre-wedding Grounds Beautification & Detailed Bathroom Cleaning & Stocking
- Bridal Procession from Hale to the Hula Mound Ceremony Site
- Hula Mound Wedding Ceremony Site, 1-hour Oceanfront Rehearsal @ Wedding Site by Scheduled Appointment Only
- Banquet Hall Reception (Includes tables & chairs for up to 300 guests)
- 7 hours of Security for Banquet Hall & Park grounds
- Extensive Cleaning Package*
- Wooden Small Arch
- Projector & 60" Wall Screen
- Podium, Sound System & Bar

PLUMERIA Package + (Security Deposit -\$500)

_____ \$2075 Weekdays: Mon - Thur

_____ \$2275 Weekends: Fri – Sun

- Pre-wedding Grounds Beautification
- Pre-wedding Detailed Bathroom Cleaning & Stocking
- Hula Mound Wedding Site, 1-hour Rehearsal @ Wedding site by Scheduled Appointment Only
- Banquet Hall Reception (Includes tables & chairs for up to 300 guests)
- 7 hours of Security for Banquet Hall & Park grounds
- Extensive Cleaning Package*

ALA CARTE + (Security Deposit -\$500)

_____ **BANQUET HALL FULL-DAY: MON – THURS, \$1575 / FRI – SUN, \$1775 (9am-10:30pm)**
Hourly Fees: \$200/hr. minimum 2 hours, max 8 hours (Mon-Thurs only)

_____ **HALE FULL-DAY (9am – 10:30pm): MON – THURS, \$680 / FRI – SUN, \$1100**
Hourly Fees: \$85/hr. minimum 2 hours, max 8 hours (Mon-Thurs only) Security not included

_____ **HULA MOUND ONLY (without banquet hall/hale rental) MON-THURS only:**
\$200/hr. min 2 hrs, max 8 hrs / FULL DAY (9am – 10:30pm) \$1575

OPTIONAL FEES:

_____ **EXTENSIVE CLEANING* - \$700 Includes interior:**

- Use of Dumpsters- Please remove trash throughout the event & place outside the dumpsters in tied trash bags
- Removal of decorations and waste
- Cleaning of park grounds and perimeter of banquet hall
- Cleaning of floors (sweep/mop) of banquet hall, kitchen and restrooms
- Detailed Cleaning of restrooms – Sinks, toilets and urinals, trash cans, replace toilet paper and trash liners
- Detailed Cleaning of kitchen – Counters, sinks, warmer, refrigerator and freezer
- Break down and storing Hall/Hale equipment: tables, chairs, stage, podium, projector & sound system, trash cans

_____ USE OF DUMPSTER-\$150 _____ SCREEN - \$25 _____ PROJECTOR - \$ 50 _____ PODIUM - \$25 _____ ARCHWAY-\$150

_____ WOODEN/PADDED MAHOGANY CHAIRS \$4/ea.(100) _____ Mobile Bathroom-\$150 _____ BAR & KEG STAND- \$75
(Padded chairs are for indoor use only)

_____ SOUND SYSTEM - \$150 _____ Additional Security - \$35/hr [\$52.50 holiday hr] (Start Time: _____ End Time: _____)

(*7 hrs already included with Banquet Hall rental)

The undersigned has fully read and agrees to the Terms and Conditions of the RENTAL AGREEMENT and hereby confirms payment of Security Deposit in the amount of \$_____ to Kama`āina Kids for the engagement and usage of the Banquet Hall and/or Hale. The RENTER agrees to pay the package/ala carte rental fee amount of \$_____ 60 business days prior (_____) to the rental date. Failure to submit payment by this date will result in forfeiture of the Security Deposit and the termination of this agreement. Weekend Banquet Hall/Hale rentals must meet minimum rate of \$1775/\$1100.

The RENTER hereby agrees to and assumes full responsibilities and liabilities for any damages, destruction, and/or losses incurred by Kama`āina Kids during or as a result of the RENTER's engagement and usage of the Banquet Hall, Hale and/or park grounds. The RENTER also agrees that Kama`āina Kids may assess charges to the RENTER for any damage, destruction or loss to the Banquet Hall, Hale and/or state park property as a result of RENTER's usage of the facilities.

Security Deposit Paid Amount \$_____

Client Name/Signature: _____

Reviewed RENTAL AGREEMENT with a He'eia State Park Representative _____

We include the following complimentary items with our Banquet Hall Rental:

Kitchen Facilities: Although we do not have a licensed kitchen (no grease trap/hoods), we do offer a fully accessible prep kitchen. **Guests utilizing the prep kitchen cannot cook anything from a raw state.**

We do offer a fully accessible Prep Kitchen complete with:

- Electrical Food Warmer
- Side by Side Large Refrigerator
- Floor Freezer
- Microwave Oven
- 3-8ft Stainless steel prep tables
- Ample counter space by our 3 extra-large sink basins
- Rolling Trash Cans, Lids & Liners
- Recycle Receptacles
- Kitchen Cleaning Supplies included with Extensive Cleaning

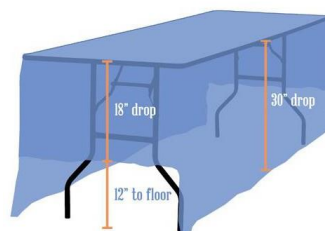
Tables & Chairs, etc:

- 10-5ft (60") ROUNDS- Seats 8, Heavy-duty Plastic – White Granite color
- 40-8ft (30"x 96") LONG, LUAU STYLE- Seats 8, Heavy-duty Plastic - White Granite color Chairs for 300 guests (75 Black, 225 white)
- Stage (6 pieces-four are 4 x 8 x 1.5ft, two are 4 x 8 x 1ft) & Podium
- Ladders (1 -15ft Extension, 2-8ft, 1 6ft, 1-ft)

60" Round Table



90" x 132" Tablecloth on a 8-foot Banquet Table (Seats 8)



****Please remember to bring your own tools and supplies when setting up for your event. Although a staff member may be in the office, on the day of your event, HSP office supplies are not available for RENTER usage. We kindly suggest you consider the following:**

- ✓ Scissors
- ✓ Pens & Pencils
- ✓ Hammer; Tools
- ✓ Command Strips
- ✓ Tape(Duct/Packing)
- ✓ Flashlights
- ✓ Power Strips
- ✓ Extension Cords
- ✓ Zip-Ties
- ✓ Hand-trucks/ Wagons

SELF - CLEANING GUIDELINES

of Banquet Hall & Hale @ He'eia State Park

This sheet is intended to provide the contractual guidelines for when the RENTER has foregone the extensive cleaning package and has instead chose to self-clean the He'eia State Park Banquet Hall and/or the Hale.

The Park Director or designated Kama'āina Kids Representative will provide an orientation of the facilities and discuss the checklist with the RENTER or designated representative(s).

The Park Director or designated representative will check with the RENTER or the designated representative(s) in regards to the closing time, and ensure the RENTER or the designated representative(s) are aware where the necessary cleaning supplies are located.

_____ The final check out will be with a He'eia State Park Representative or Park Director from 8-9am the following morning. ****SECURITY WILL supervise post-event cleaning but CANNOT determine if the RENTER will be refunded the \$500 Security Deposit****

1. Banquet Hall

- Break down tables/chairs (Please see pictures inside closet of proper arrangement of how they go back organized)
- Stack all tables and chairs in designated areas
- Return all stages to original places
- Remove all decorations from the beams and walls, as well as the tape on the bottom of the tables (remove all blue tape, string, balloons, zip ties, etc.)
- Sweep and mop floor (**Hot Water & Pine-Sol only when mopping floors**)
- Return all cleaning supplies to kitchen area (which will be inventoried by the Park Director or designated representative)
- Remove all rubbish and recycling bins and/or trash receptacles
- Rinse mop buckets and set upside down outside of kitchen
- Rinse mop heads, then hang to dry outside to the left of the kitchen's side entrance.

2. Kitchen

- Clean & Sanitize counters
- Clean & Sanitize sinks
- Clean out refrigerator/freezer – wipe down inside and outside
- Turn off & Clean Oven/Warmer
- Sweep and mop floor - Please use designated "kitchen" mops & bucket

3. Restrooms

- Clean stalls – empty feminine boxes, replace liners and toilet paper
- Clean & Sanitize sinks
- Sweep and mop floor - please use designated “bathroom” mops & bucket
- Remove all rubbish – replace liners

4. Exterior litter pick-up around the park grounds and parking lot

Due to light restrictions at closing time, RENTER **must return to the park no later than 8:00am the following day** to ensure that park grounds are clean by 9:00am, and ready for the next rental group. If RENTER or designated representative for the RENTER does not come back the next morning, RENTER will forfeit the ability to contest the return of the security deposit for any cleaning violations that are found.

- Pick-up all litter on grassy areas surrounding the Banquet Hall and/or Hale (front/back/side yard areas and down over the hillsides)
- Pick-up all litter in parking lot, round-about area and driveway

5. Other

- We will close and secure all windows and doors
- No tents, tarps, tables and chairs to be left outside building
- No dumping of food, oil (remove in proper containers from property), Igloo’s of beverages or ice are not to be disposed of anywhere on the park grounds or in plant areas. Please use the kitchen sinks.

RENTER Signature

Date

He’eia Representative Signature

Date

Smoking is prohibited on property. Alcohol is prohibited outside buildings. Open fires are prohibited on park grounds.

Security Notes: _____
