



Terms & Conditions of Agreement for use of the Banquet Hall and/or Hale @ He'eia State Park
Reservations and availability: (808) 235-6509, 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	
Point of Contact/ Coordinator of Event		Email Address		Employee Y/N	
Name:					
Contact Number					
Mailing Address		City/St	Zip	Home #	Work/Cell#
Intended Use	Total Occupants of Event	Entry Time	Event Time (security in)	Event End	Exit Time (security out)
How did you hear about us?		Earliest: 9:00am Fri-Sun 12:00pm Mon-Thurs		*Gates will be locked at 10:30pm <i>We recommend evening events finish by 9pm to allow ample time to break down.</i>	

Initial Payment of Security Deposit and Rental Fee

Rental fee for use of He'eia State Park facilities is based on the charges set forth in this RENTAL AGREEMENT. Payment of security deposit is required to make a reservation and secure a date. Security deposit is refundable after the event if no violations or damages were reported or documented. **Security deposit is separate from rental fee and does not apply towards rental fee.** Full balance of rental fee is due no later than 60 days prior to the scheduled event date. **If full balance of rental fee is not paid by 60 days prior to the reservation date, the reservation will be canceled, and the security deposit and any partial payments made up to that point will be forfeited.**

Initial Security Deposit – SECURITY DEPOSIT IS NON-REFUNDABLE FOR CANCELLATIONS and NON-TRANSFERRABLE FOR DATE CHANGES

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. Any rule violations or property damage documented by Kama'aina Kids' staff and/or security may result in partial or full loss of security deposit. Security deposit refund after the event is determined by and at the discretion of Kama'aina Kids. Determinations regarding security deposit refund will NOT be made on the night of the event, but the morning after. It is the responsibility of the renter to perform a walk through on the morning following the event with Kama'aina Kids staff in order to determine eligibility for security deposit refund. Failure to do so may result in forfeiture of security deposit. The RENTER is informed and understands that the processing period for refund of security deposit may require up to a period of approximately 2 weeks after the date of the event.

Initial Payments and Service Charges

Payment may be made by personal check, cashier's check, money order, and/or credit/debit card. 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.**

_____ Initial **Confirmation of Reservation**

Reservation of date is confirmed upon receipt of \$500 security deposit AND the receipt of the signed RENTAL AGREEMENT. Reservations are made on a "first come, first served" basis. Kama'aina Kids staff will confirm the reserved date after reviewing the signed rental agreement and collection of the security deposit with the renter.

_____ Initial **End of Event**

It is the responsibility of the renter to ensure that all people, vehicles, and personal property are gone from He'eia State Park premises by the agreed upon exit time. Kama'aina Kids is not responsible for vehicles or personal property left on State Park property overnight. The main gate will be locked by 10:30pm.

_____ Initial **Determination of Security Deposit Refund**

The renter is responsible to return by 9:00am the morning following the event to perform a walk through with Kama'aina Kids' staff in order to determine eligibility for security deposit refund. **Security guards provided for event security do not determine if the security deposit will be refunded. The Parks Operation Manager or Guests Relations Specialist will make that determination after inspection the following day.**

_____ Initial **Cancellation Policy**

The full security deposit is 100% non-refundable in the event of cancellation once a date is reserved. Rental fee payments made prior to 60 days in advance of reservation date may be refundable if event is canceled more than 60 days prior to reservation date. All payments, including security deposit and rental fee payments are 100% non-refundable for cancellations made within 60 days of the event date.

_____ Initial **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'aina Kids is unable to perform its obligations under the RENTAL AGREEMENT, such non-performance is excused and Kama'aina Kids may terminate RENTAL AGREEMENT without liability of any nature upon return of RENTER's fees and deposit. Kama'aina Kids will not be liable for consequential damage of any nature, under any circumstances, for any reason, whatsoever.

_____ Initial **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.

_____ Initial **Indemnity**

The RENTER shall indemnify, defend, and hold Kama'aina 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'aina 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'aina Kids, He'eia State Park, City & County of Honolulu and the State of Hawaii for damage to person or property arising for any reason.

_____ Initial **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.

_____ Initial **Admissions Charges**

Event attendees **will not** be charged an admission fee for this event and no money is to change hands on State Park property for goods or services rendered at this event. In order to charge admission or engage in any activity that involves monetary transactions between the renter and the attendees, a special use permit must first be obtained by the State of Hawaii DLNR Division of State Parks. Other permits and certificates of insurance may also be required at the discretion of DLNR Division of State Parks and Kama'aina Kids.

Set-up and Decorating Guidelines:

_____ Initial **Setting up Tables and Chairs:** Do not drag tables or chairs across the floor on their legs. Dragging tables and chairs causes the legs to break as well as damage to the floor. Please carry or wheel tables and chairs to the desired location and slide/roll tables on their plastic sides as opposed to dragging the legs across the floor.

_____ Initial **Audio/Visual Equipment Use**

He'eia State Park staff and security do NOT offer A/V assistance on the day of the event when renting the projector and/or sound system. Kama'aina Kids will provide designated equipment in working order. Kama'aina Kids is not responsible if renter's device is not compatible with equipment provided. Renters are encouraged to schedule a day prior to the scheduled event to test the equipment with your device and ensure that everything is compatible. Set-up, use, and return of all equipment in the same condition in which it was provided is the renter's responsibility. Refunds are not issued as a result of failure or inability to operate equipment, provided the equipment was issued to in working order.

_____ Initial **Interior Decorating:** The following are prohibited when decorating: use of nails, tacks, screws, staples, or anything else that puts holes in walls or beams or leaves permanent marks. Please use string, tape, zip ties, or command strips when putting up decorations. It is the renter's responsibility to remove all decorations including any ties, tape, etc. used to secure decorations prior to exiting the facility on the date of the event. **Failure to remove all decorations may result in partial or full loss of security deposit if additional cleaning time is necessary.**

- Any pallets brought by the renter to be used as decorations must be removed by the renter at the conclusion of the event. Pallets may not be put into our dumpsters, even if they are broken down. **Pallets left on property or put in our dumpsters will incur a \$200 removal fee which will be deducted from the security deposit.**

_____ Initial **Exterior Decorating:** Signage and decorations may be used in doorways and walkways leading to and from facilities and ceremony site. Signage and decorations are NOT permitted elsewhere on State Park ground including the front gate/entrance of the park or State Park sign by the front gate. Posted signage at the front gate and throughout the park is not to be covered, blocked, or otherwise tampered with.

- Due to the presence of underground power and water lines throughout the park, banging stakes, posts, or anything else into the ground to secure decorations is strictly prohibited. Decorations must be weighed down or secured without driving anything into the ground. **Making holes anywhere on park grounds will result in loss of security deposit.**

_____ Initial **Tents Are Strictly Prohibited:** The assembly and use of EZ Corner tents and other such canopies or tents in association with venue rental events is strictly prohibited.

_____ Initial **Other Prohibited Items/Actions:** The following things are prohibited:

- The scattering of glitter, confetti, rice, and artificial flower petals. Balloons containing confetti or glitter are also prohibited.
- Any type of open flame, including candles, sparklers, fireworks, charcoal/wood fire grills.
- No dumping of grease, oil or any food or beverage waste or by product, both liquid and solid, on or around any park grounds.
- The release of helium balloons or lanterns. This is considered littering. If using helium balloons, the renter is responsible for ensuring that they are properly secured. **Part or all of the security deposit may be withheld if balloons become stuck in ceiling fans or rafters, especially if this causes damage to ceiling fans.**

_____ Initial **Pictures and social media:** He'eia State Park and/or Kama'aina Kids may use any pictures or videos taken of decorated event for social media and promotional purposes.

Conduct of Event During and At Conclusion

_____ Initial **Park Grounds**: The renter is responsible for any damage to park grounds and flora as a result of the event, guests of the event, and vehicles driven by guests of the event. Parking on the grass and driving over barriers is strictly prohibited. Cutting and/or removing of any type of flora on park grounds is strictly prohibited. **Damage to grounds, lawn areas, and park flora as a result of the behavior or the renter or guests will result in partial or full loss of security deposit.**

_____ Initial **Parking - NO PARKING ON GRASS**

In accordance with Sec. 290-11 Hawai'i Revised Statutes, unauthorized vehicles will be towed at Owner's Expense. There are approximately 70 marked parking stalls in the main parking lot and additional parking available in the front parking lot. An emergency vehicle access lane/driveway must be maintained at all times. When the parking lot is full, the parking lot is full. **Driving/parking in grass or blocking the driveway are always strictly prohibited. Either violation will result in total loss of security deposit.** Encourage guests to carpool or arrange for an alternate parking location and shuttle if you are concerned about parking.

_____ Initial **Capacity**

The maximum capacity of He'eia State Park's banquet hall is 300 people. The maximum capacity of the smaller hale cottage is 60 people. **Renter acknowledges and agrees that the total attendance of the event including outside vendors, entertainment and renters themselves, is not to exceed maximum capacity for each facility. If Kama'aina Kids' staff or security document over 300 people in attendance, Honolulu Police and Fire Department will be dispatched, the event will be terminated immediately, and the renter will forfeit the entire security deposit.**

_____ Initial **Children**

All children must be supervised at all times.

_____ Initial **Alcoholic Beverages** (Applies to renter and guests)

Consumption of alcohol and possession of open alcohol containers shall be confined to INSIDE the BANQUET HALL & HALE FACILITIES ONLY. OPEN CONTAINERS AND ALCOHOL CONSUMPTION ON STATE PARK GROUNDS AND PARKING LOT ARE STRICTLY PROHIBITED. 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 in the event that alcohol is being consumed in the parking lot and/or park grounds, and in the event that underage drinking is observed on State Park property. These violations will result in immediate termination of the event and total loss of security deposit. If bottles, bottles caps, and/or cans of alcoholic beverages are subsequently found littered on the grounds or in the parking lot, renter will forfeit entire security deposit.

_____ Initial **Smoking (Including Vape and E-Cig)** (Applies to renter and guests)

Smoking is officially 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 all forms of smoking: cigarettes, electronic cigarettes, vapes, cigars, and pipes in all Hawai'i State Parks. Kama'aina Kids, strictly for the use of guests of private functions that are renting the facilities, will provide one (1) designated area for guests to smoke. Kama'aina Kids will provide a receptacle in that one designated area for disposal of cigarette butts, etc. Smoking on State Park grounds anywhere outside of the one designated smoking area allowed for private functions is strictly prohibited. **Cigarette butts found littered on grounds surrounding the facilities will result in total loss of security deposit. Smoking, including vapes and e-cigs inside the facilities will result in total loss of security deposit.**

_____ Initial **Illegal Drugs** (Applies to renter and guests)

Illegal drugs are strictly prohibited on State Park property. If Kama'aina Kids' staff or security witness the renter or any guests of the event using or in possession of illegal drugs, Honolulu Police Department will be immediately notified and dispatched. The person(s) involved will be removed from the premises. **Any instance of illegal drug possession or use on State Park grounds by the renter or guests may result in the event being terminated and total loss of security deposit.**

_____ Initial **Conduct** (Applies to renter and guests)

Kama'aina Kids reserves the right to terminate any event immediately under the following circumstances and renter will forfeit entire security deposit:

- **The event is not properly chaperoned and/or exceeds the maximum capacity.**
- **The conduct of the guests attending the event presents a threat to the health and safety of any individuals, including State Park staff and security. This includes fighting and possession of weapons.**
- **The conduct of guests is causing damage to the State Park facilities and/or grounds.**
- **Guests are not compliant with rules and policies established in this rental agreement, especially as it pertains to possession and/or use of illegal drugs or underage drinking.**

_____ Initial **Rubbish/Garbage Removal/Recycling**

Kama'aina Kids will provide trash bags and trash cans for recyclable and non-recyclable garbage. The renter is responsible for the proper removal of all garbage/recycling during and at the completion of the event. Renter will have use of dumpsters located at the top corner of the parking lot nearest to the facilities. There will also be a designated area to place full bags of recyclables. All garbage must be bagged. Renter is responsible for putting full bags in dumpster/designated area during the event and for throwing away all garbage at the end of the event. **Failure to throw away garbage properly may result in loss of security deposit if additional cleaning time is required.** Please break down boxes before putting them in dumpsters, and refrain from putting anything longer than 5' into dumpsters.

_____ Initial **Security:** Security is required for all occasions when He'eia State Park facilities are rented for private functions. The cost of security is determined by the number of guests in attendance, and the number of hours the event is scheduled to take. That fee is \$40/guard/hour, with a ratio of 1 security guard: 75 guests, so that events with a guest count of ~75 or less are required to have at least one security guard on duty, events with a guest count of ~76-150 will have at least two security guards on duty, events with a guest count of ~151-225 will have at least three security guards on duty, and events with a guest count of ~226-300 will have at least four security guards on duty. In addition to the rental fee, the renter agrees to pay the appropriate fee for the provision of security guards to be on duty through the conclusion of the event. **If the event is documented to have a noticeably higher guest count than expected or the exit time of all guests and vehicles is significantly later than expected, Kama'aina Kids will withhold part or all of the security deposit in order to compensate for additional security costs.**

_____ Initial **If HPD or HFD are required to respond to a complaint**

If Honolulu Police Department and/or Honolulu Fire Department are called by Kama'aina Kids staff and/or Security to respond to illegal conduct or violation of rules stated in Rental Agreement **this will result in total loss of Security Deposit and may result in immediate termination of event** by HPD and/or HFD. In the event of shutting down, all guest are required to leave He'eia State Park property at that time. The renter will have the ability to clean and take all decorations and personal property before departing. **There will be NO refunds of any kind if the event is shut down by HPD and/or HFD.**

_____ Initial **Cleaning:** Included in the rental fee, Kama'aina Kids agrees to provide a standardized cleaning of the facilities immediately following each event. Because there is often another event checking in the following morning, the cleaning of the facilities must take place immediately following the designated event end time. Kama'aina Kids will:

- Break down and put away tables and chairs.
- Sweep and mop the floors of the facilities, including kitchen and restrooms.
- Clean and sanitize surfaces in all facilities, including kitchen and restrooms.
- Close and secure windows and doors.

PLEASE NOTE, THE RENTER IS STILL RESPONSIBLE FOR:

- Returning all equipment removed from facilities to its original location.
- Removing all decorations, both interior and exterior.
- Clearing tables, sinks, counters, and putting all garbage into garbage cans.
- Removing trash throughout their event and placing it inside the dumpster in closed/tied-up rubbish bags. (Remember, **NO PALLETS** to be left on property or put in our dumpsters.)
- Making sure there is no garbage or food left inside the refrigerator/freezer, in sinks, on counters, or on the floor in the facilities rented, including kitchen and restrooms.

Kama'aina Kids reserves the right to withhold part or all of the security deposit should additional cleaning time be necessary to remove/clean up decorations and/or excess rubbish/food and other messes left on

tables, floors, in sinks, inside appliances, or on park grounds.

- Renter is still responsible for the grounds surrounding the facilities and ceremony site (if using) to make sure that no rubbish, decorations, or party favors became littered on the lawn areas or parking lot during the event. If it is dark at the conclusion of the event, we strongly recommend having a responsible representative return the following morning by 9:00am to do a walk through and check out with Kama'aina Kids' staff. **Failure to do so may result in loss of security deposit if Kama'aina Kids' staff must spend significant time cleaning up rubbish littered in the park by event guests.**

_____ Initial **Exit Time:** 10:00pm is the latest possible event end time. All guests and vehicles must be departed from He'eia State Park property no later than 10:30pm. **Partial or full loss of security deposit will result in order to compensate for additional security if any guests are still on State Park property after 10:30pm.** Honolulu Police Department will be dispatched if event security is unable to secure the State Park by 10:30pm.

_____ Initial **State Park hours:** This rental constitutes private access to the facilities being rented at He'eia State Park. It does not constitute private access to the State Park itself, grounds, or parking lot. He'eia State Park is open to the public daily until 5:00pm. Parking, use of restrooms, and access to grounds must be granted to the general public until 5:00pm, no exceptions.

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

Kitchen Facilities: We do not have a commercial kitchen (no grease trap, hoods, stove, oven, etc.). We do provide a fully functional prep kitchen that is included for use with all banquet hall rental packages, but NOT included for use with rental of Hale Cottage only. **Guests utilizing the prep kitchen cannot cook anything from a raw state.**

Banquet hall prep kitchen includes:

- Electrical food warmer
- Side by side double door refrigerator
- Freezer
- Three 8' Stainless steel prep tables
- Three extra-large basin sinks and counters
- Separate trash cans for recyclable and non-recyclable rubbish
- Trash bags, hand soap for kitchen and bathrooms, paper towels, bath tissue, mops, brooms, dustpans, and basic cleaning supplies are provided.

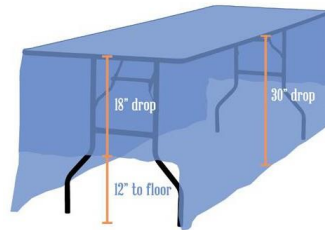
Tables & Chairs, etc.:

- 10- 5' (60") ROUNDS- Seats 8, Heavy-duty Plastic – White Granite color
- 40- 8' (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)
- A few various ladders and hand trucks/dollies/wheel carts that can be utilized for set up and decorating

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. He'eia State Park tools, equipment, and office supplies will NOT be available for the renter to borrow or use before or during event. We kindly suggest you consider the following:**

- Scissors
- Pens & Pencils
- Tools, including hammers, screwdrivers, etc.
- Tape
- Flashlights
- Power Strips
- Extension Cords
- Zip-Tie

HIBISCUS Package + (Security Deposit -\$500) + Event Security Cost

_____ **\$2800 Weekdays: Mon - Thurs**

_____ **\$3300 Weekends: Fri – Sun**

- Main banquet hall building (accommodates up to 300 guests), including kitchen
- Tables and chairs (for up to 300 guests)
- Hale cottage (Includes Mahogany chairs *Indoor use ONLY* and high top tables)
- Private restroom
- Wedding Arch of your choice
- Day-of grounds beautification (if using Hula Mound ceremony site)
- Hula Mound wedding ceremony site
- Use of ceremony site for rehearsal (up to 1 hour) (*by appointment only*)
- Post Event Cleaning

PLUMERIA Package + (Security Deposit -\$500) + Event Security Cost

_____ **\$2100 Weekdays: Mon - Thurs**

_____ **\$2300 Weekends: Fri – Sun**

- Main banquet hall building (accommodates up to 300 guests), including kitchen
- Tables and chairs (for up to 300 guests)
- Day-of grounds beautification (if using Hula Mound ceremony site)
- Hula Mound wedding ceremony site
- Use of ceremony site for rehearsal (up to 1 hour) (*by appointment only*)
- Post Event Cleaning

PUAKENIKENI Package + (Security Deposit ~\$500) + Event Security Cost

_____ **\$1900 Weekday: Mon - Thurs**

_____ **\$2100 Weekend: Fri – Sun**

- Hale cottage (accommodates up to 60 guests)
- Private restroom
- Tables and chairs (for up to 60 guests), including mahogany chairs (*for indoor use only*)
- Hula Mound ceremony site
- Use of ceremony site for rehearsal (up to 1 hour) (*by appointment only*)
- Post event cleaning

ALA CARTE + (Security Deposit -\$500) + Event Security Cost (if applicable)

_____ **Hale Cottage Hourly Rental (Mon – Thurs only): \$200/hour (2 hour minimum)**

_____ **Hula Mound Ceremony Site (no access to facilities) Mon - Thurs only: \$100/hour (2 hour minimum) (available 8:00am-4:00pm)**

Additional Amenities Available A La Carte:

_____ **Sound System (\$200):** Mixing board, 2 speakers, speaker stands, 1 corded microphone with stand (indoor use only), portable Bose Bluetooth that can be used outdoors

_____ **Projector + Screen (\$100)**

_____ **Wedding Arch (\$150)** (Choice of Hexagonal or Rectangular Trellis Design)

_____ **Private Restroom Facility (\$200)**

_____ **Padded Mahogany Chair upgrade (up to 100 available @ \$4 each) (*For indoor use only*)**

_____ **High Top Tables (up to 6 available @ \$12 each)**

Total for Additional Amenities: _____

The undersigned has fully read and agrees to the terms and conditions of this rental agreement, and hereby agrees to pay:

- **Security Deposit:** (nonrefundable for cancelations and non-transferrable for date changes, \$500.00 refund conditional at Kama'aina Kids' discretion pending post-event approval)
- **Rental Fee:** For specific package reserved: _____
- **Event Security Fee:** (ratio of guards required based on guest count detailed in SECURITY section)
_____ guards on duty for _____ hours @ \$40/guard/hour = _____
- **Total for Additional Amenities:** _____
- **Total (including refundable \$500.00 security deposit) =** _____

Full balance is due no later than 60 days prior to event date. If full balance is not received by 60 days prior to event date, event may be canceled by Kama'aina Kids and security deposit will be forfeited.

Balance Due Date: _____ **Staff Initial:** _____

Renter hereby assumes full responsibility for all damages, destruction, and/or losses incurred by Kama`āina Kids during or as a result of the renter's use of He'eia State Park's venue and facilities. Renter also agrees that Kama`āina Kids may assess charges to the renter, including withholding security 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.

Renter Print Name: _____ Signature: _____ Date: _____

Staff Print Name: _____ Signature: _____ Date: _____