

Waiola Church Contract and Indemnification Agreement

This agreement for rental of church facilities is executed ____ day of _____, 20__ between _____(Renter) and Waiola Church. Waiola Church agrees to rent (____) Keopuolani Hall (____) Sanctuary (____) Other) on the date of _____ for the following purpose _____.

Renter and Waiola Church agree to the following:

Renter agrees to provide fees and the church agrees to provide noted facilities for rent. Renter shall, to the maximum extent permitted by law, indemnify and hold harmless Waiola Church and all of its trustees, officers, directors, employees, representatives, and agents, as well as any successors and assigns, against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorney fees, by or on behalf of any person, party or governmental authority whatsoever, arising out of the following:

- (a) any failure by Renter and any of its trustees, officers, directors, employees, invitees, licenses, representatives, uninvited guests, and agents as well as its successors and assigns, to perform any of the agreements, terms, covenants or conditions of this Agreement,
- (b) any accident, injury or damage, including without limitation injuries to persons and/or damage to property, which shall happen in or about Waiola Church premises or facilities, or any part thereof,
- (c) any failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal state, county or city governmental authority, or
- (d) Renter's possession and use of Waiola Church facilities, whether or not such use is permitted.

Renter agrees to comply with the attached rules. Renter agrees to return the facility to the church, after the rental, in the same condition as it was received. Any cleaning required, damage to the facility or playground equipment, or violation of facility rules, including the presence/use of alcohol without prior authorization, will result in forfeit of the Security Deposit.

Agreed:

Renter's Signature

Church's Signature

Print Name

Print Name

Title

Title

Date

Date

Waiola Church Policies and Procedures for Rental of Church Facilities

Waiola Church will rent facilities according to the policies below. Church policy prohibits denial of any rental based on religion, race, gender or any other legally protected status.

Applicant Requirements for Rental

1. Responsible party must be **21 years of age**.
2. **Responsible party must be physically present** during entire rental.
3. Facilities will be rented to the first party who pays their Security Deposit.
4. Security Deposit is due upon booking. Rental fees are due 30 days prior to rental date.
5. Church facilities will not be rented more than a year in advance.
6. Organizations must designate a Responsible Person who will sign the Contract and be present during the entire rental, accepting full, personal responsibility.

Permitted Uses of Facilities

1. Permitted rental use includes celebrations of birthdays, anniversaries, weddings, reunions, baptismal celebrations, family or organizational functions.
2. Waiola Church maintains sole approval authority for all rentals.
3. The use of Waiola Church facilities for private gain is prohibited, unless the Board of Trustees approves a specific exception.

Permitted Times of Rental and Building Use

1. **Church facilities must be closed and secured by 10:00 pm Sunday through Thursday and 10:30 pm on Friday and Saturday.**
2. The rental period includes both setup time, event time, and clean-up time. It is from the time the doors are unlocked to start set-up until the hall is vacated with doors locked after clean-up. Rental period cannot start and stop during the day. Example: If setup is done from 10 am to 2 pm and then nothing is done from 2 pm to 5 pm and event is held from 5 pm to 10 pm this is a 12 hour rental.
3. For morning events that end by 3 pm, setup access may be provided (if available) after 4 pm the day before the rental without incurring the previous day setup fee.
4. **Waiola Church has multiple tenants, so music or loud noise is not permitted until after 5 pm on weekdays.**

Rental Facilities Available

1. Keopuolani Hale can accommodate 300 people inside and on both lanai. The makai lanai is not available for setup or use Mon – Fri until after 5 pm.
2. Included in the rental are tables and chairs for approximately 150 people. If additional tables or chairs are desired, renter must obtain these from an outside source.
3. The Sanctuary can accommodate 150 people using both lanai and folding chairs.
4. Ministerial services are included with funerals and weddings.
5. Restrooms and reasonable supplies are included with facility rental.
6. **Renter is responsible for trash bags, disposal of all trash to the dumpster and final clean-up returning the facility to equal or better than the condition it was received.**
7. Renter is responsible for any sound and music systems.

Application Process

1. Renter completes an Indemnity Agreement and Contract.
2. Renter pays Security Deposit which secures the date and time.
3. Cancellations more than 30 days prior to an event will receive 100% refund.
4. Cancellations 30 days or less before the event will receive a refund less \$200.

Renter's Initials _____

Fees and Security Deposits

1. Security Deposit is due upon booking. Rental fees are due 30 days prior to event. Your paid Security Deposit confirms the date and time of the rental.
2. **Facilities will be inspected after use. The Security Deposit will not be refunded unless facility is returned clean, furniture is placed as before rental, the hall is vacated of people and non-Waiola property, with all doors locked by 10:00 pm (10:30 pm Friday & Saturday), the keys are returned, and no rental terms have been violated. Return of Security Deposit is solely at the discretion of Waiola Church.**
3. Deposits will be repaid by mailed check to the responsible person.

General Rules of Conduct for Renter, Guests and Contractors

1. **No drugs of any kind may be brought onto Waiola Church property. Any evidence of drug use will result in forfeiture of deposit.**
2. If the air conditioning is on, doors must be kept closed.
3. All bathrooms, windows and doors must be locked, and all appliances, air conditioning and switched lights turned off at end of the event.
4. No nails may be used while decorating. Tape type must be selected that will not damage painted surfaces and must be completely removed.
5. Helium balloons must not be released in Keopuolani Hale. **A \$25 per balloon fee will be deducted from your security deposit for each balloon (helium or non-helium) remaining after the rental period.**
6. No unnecessarily loud noise. Music shall be appropriate for a residential neighborhood in both volume and content.
7. Maximum Occupancy placards must be observed.
8. Locked areas and areas not rented (includes Preschool Play Yard) are restricted from Renter entry or use.
9. No running or jumping on furniture.
10. All laws shall be obeyed.
11. No partying in the parking lot or roadway in front of building.
12. No firearms or weapons are allowed on premises.
13. All furniture shall be returned to pre-use locations.
14. Renter is responsible for the behavior, cleanliness and clean-up of all contractors, suppliers or vendors.
15. Renter is responsible for damages to the premises, furniture and equipment.
16. **All trash must be removed from the building and placed in the dumpster.**

Alcohol Usage Specifications

1. **Alcohol is only allowed on the premises if served by a Maui County licensed server/bartender who can provide proof of commercial general liability coverage and liquor liability coverage with Waiola Church named as additionally insured on both.**
2. **Facility rental with alcohol usage includes single event insurance through a Tenants & Users Liability Insurance Program (TULIP) in the name of the responsible person using the information provided on this agreement.**
3. **No alcohol may be brought in by attendees - BYOB is not allowed.**
4. **No one under the age of 21 may be served. Alcohol may not be served at events for children, such as children's birthday parties.**
5. **Alcohol may only be consumed inside of the Hall or on the Hall Lanai. Alcohol in any other areas of the Waiola Church campus is prohibited.**

Insurance Requirements

1. All Responsible Persons must sign the Contract and Indemnification Agreement.

Renter's Initials _____