



Community Room Usage
Main - 1226 College Walk, Honolulu, Hawaii 96817-3995
Agreement and Application

1. **Agreement and Application.** An individual or organization (the "Applicant") seeking to use HawaiiUSA's Diamond Head and/or Ewa Community Rooms (the "Community Rooms") shall carefully review the terms set forth in this Community Room Usage Agreement (the "Agreement") and complete the attached Community Room Usage Application (the "Application"). The completed Application shall be submitted to HawaiiUSA for approval by:

- Send via electronic mail to communityrooms@hawaiiusafcu.com

Please note that Applicant's request to use the Community Rooms shall not be deemed approved and confirmed until (1) an authorized employee of HawaiiUSA has completed and signed the relevant sections of the Application; and (2) a copy of the Application that has been signed by both Applicant and HawaiiUSA has been sent to Applicant.

2. **Terms and Conditions.** Upon submission of the Application and subsequent approval by HawaiiUSA, Applicant and HawaiiUSA agree to the standard terms and conditions (the "Standard Terms") set forth in this Agreement.
3. **Building and Premises.** The Community Rooms are located within HawaiiUSA's Main Office Building (the "Building") whose street address is 1226 College Walk, Honolulu, HI 96817-3995. The Building shares this address with a secondary office building, parking structure, and outdoor space. The Building, secondary office building, parking structure, and outdoor space are collectively referred to herein as the "Premises."
4. **Acceptance of Community Rooms "As-Is."** Applicant accepts the Community Rooms "as is," "where is" and "with all faults" and without representation, warranty, or covenant, expressed or implied, by HawaiiUSA. HawaiiUSA has not made nor shall be deemed to have made any representation or warranty, express or implied, nor shall HawaiiUSA be deemed to have any liability whatsoever, as to the condition, merchantability or state of repair or fitness of the Premises or the Building for any particular purpose, or as to the compliance of the Premises or the Building with any applicable county, state or federal statute, ordinance, rule or regulation or as to any other matter whatsoever pertaining to the Premises or the Building.
5. **Hours.** Applicants may request to use the Community Rooms during the following hours:
 - Weekdays: 8:30am – 5:30pm
 - Weekends and Holidays: The Community Rooms are not available on Saturdays, Sundays, and Holidays.

6. **Fees.** HawaiiUSA shall determine the fees and charges required under this Agreement based on the type of Applicant in accordance with the schedule set forth below (the "Standard Fee Schedule"). Also, as indicated below, an additional Food and Beverage Surcharge (the "F&B Surcharge") shall be assessed if food will be consumed during the event, including a basic cleaning fee. All fees and charges are subject to periodic review by HawaiiUSA and are subject to change. In addition, HawaiiUSA reserves the right to charge a Basic Fee or F&B Surcharge in an amount that differs from those set forth in the Standard Fee Schedule.

Applicant shall pay for any additional costs incurred by HawaiiUSA that may arise from this Agreement. The additional costs may include, but are not limited to, necessary cleaning costs in excess of the basic cleaning fee surcharge, repair costs for damages to the Community Rooms, and replacement costs for items missing from the Community Rooms

Standard Fee Schedule:

| MAIN OFFICE – College Walk | | | | |
|---|--|--|--|--------------------------------|
| | Diamond Head Maximum Occupancy: 70* | EWA Maximum Occupancy: 140* | Combination Maximum Occupancy: 210* | Additional F&B Surcharge |
| | Basic Fee | Basic Fee | Basic Fee | |
| STANDARD RATE | | | | |
| Half Day | \$750 | \$800 | \$850 | \$150 |
| Full Day | \$900 | \$1,000 | \$1,100 | \$150 |
| NON-PROFIT and/or TAX-EXEMPT ORGANIZATIONS | | | | |
| Half Day | \$250 | \$300 | \$350 | \$150 |
| Full Day | \$400 | \$500 | \$600 | \$150 |

*Half Day rates are applicable to events that are scheduled for a maximum of four (4) hours (not including set up and/or breakdown)

*Maximum occupancy is based on theater-style seating. The addition of tables, furniture, equipment, or different configuration will reduce maximum occupancy. Maximum occupancy shall not exceed fire safety code requirements. ***Exits must ALWAYS remain clear.**

7. **Payment.** Applicant shall remit to HawaiiUSA the applicable fees and charges, in accordance with the following payment schedule:
- If the Application is approved, payment for all applicable fees must be received by HawaiiUSA within ten (10) days after the event.
8. **Cancellation by Applicant.** After Applicant's request to use the Community Rooms has been approved and confirmed, Applicant may cancel this Agreement by giving written notice to HawaiiUSA, subject to the following:
- If HawaiiUSA receives written notice of cancellation less than thirty (30) days prior to the event, Applicant shall pay to HawaiiUSA one hundred percent (100%) of the Basic Fee in addition to one hundred percent (100%) of all other fees and charges set forth in this Agreement. Payment shall be due within thirty (30) days of scheduled event date.

9. **Force Majeure.** Unless otherwise specifically provided herein, if either HawaiiUSA or Applicant shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor troubles, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or any other reason of like nature not the fault of the party delayed in performing work or doing acts required under this Agreement, then performance of such act shall be excused for the period of delay, and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. If the Community Rooms are rendered unavailable by any of the above-mentioned or similar circumstances, HawaiiUSA, at its sole discretion, may either (i) allow Applicant to reschedule the event to a date mutually acceptable to both Applicant and HawaiiUSA; or (ii) refund to Applicant all amounts paid to HawaiiUSA and terminate this Agreement.
10. **Parking.** HawaiiUSA shall designate the automobile parking areas to be used (on a non-exclusive basis) by Applicant and the attendees of Applicant's event. The use of the automobile parking areas shall always be secondary and subordinate to the use thereof by HawaiiUSA and by HawaiiUSA's members, patrons, and tenants.
- Main Office Location: If made available to Applicant by HawaiiUSA, parking for events held at the Community Rooms of the Main Office will be located at the HawaiiUSA Plaza Parking. Applicant and each attendee will be charged a flat rate per car with validation. An additional surcharge also will be applied if the parking stamp is not returned at the end of the function.
11. **Sound Level.** During the event, Applicant shall restrict the use of loudspeakers, sound amplifiers, and other means of broadcasting such that the sound produced by these, and similar devices cannot be heard outside of the Community Rooms. In addition, Applicant shall ensure that the combined level of sound produced by the total of Applicant's attendees does not exceed sound levels typical of an office setting.
12. **Food and Beverages.** Applicant is responsible for providing any food and beverages for the event. If Applicant will serve food or beverages, Applicant must notify HawaiiUSA at the time of application. Applicant may serve food and beverages during the event, subject to the following:
- The Application shall indicate that Applicant is requesting "Kitchen use" and must include "food & beverage" as one of the listed event activities.
 - The F&B Surcharge shall be assessed as set forth in the Standard Fee Schedule.
 - No cooking is permitted on the Premises. Without limiting the foregoing restriction, barbeque grills, gas burners, camping stoves, and other indoor or outdoor cooking equipment are strictly prohibited.
 - Applicant shall always, comply with all applicable laws regarding food and beverage handling and service.
 - Applicant shall ensure that (i) all trash and recyclables is disposed of properly; (ii) all trash is removed from the premises if applicable; and (iii) the cleanliness of the Community Rooms is maintained at all times. HawaiiUSA reserves the right to assess additional charges if, after the event, the Community Rooms require more than basic cleaning, or the trash has not been disposed of properly.

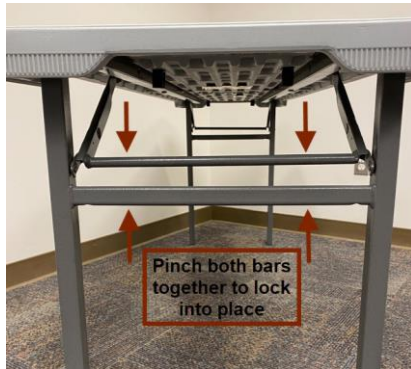
13. **Set Up and Break Down.** Applicants must indicate the number of tables and chairs needed on the Application. Applicants will be allowed up to one (1) hour before and after event times for set up, break down, and clean up. Tables, chairs, and cleaning supplies will be placed in a designated area within the Community Rooms and/or in the storage closet. Applicants are responsible for Set Up, Break Down, Clean Up, Sanitization of said items/areas, and to include but not limited to:
- Instructions for proper use of tables and chairs (see instructions on page 7).
 - Upon completion of event:
 - Cleaning/sanitization of:
 - All tables including Concierge Desk if used.
 - Trash bin cover(s) and placed on floor next to bin (leave rubbish bag in the trash bin to avoid any leakage on the carpet).
 - Kitchen if applicable.
 - Vacuuming of carpet and/or sweeping of floors.
 - Break down and placement of tables in designated area and/or in the storage closet.
 - Stacking of chairs and placement in designated area and/or in the storage closet.
14. **Audio/Visual.** HawaiiUSA, at its sole discretion, may permit Applicant to use any audio/visual equipment that may be in the Community Rooms (the "A/V Equipment"). If permitted, Applicant's use of the A/V Equipment shall be subject to the following:
- Applicant shall request the use of specific A/V Equipment by selecting the appropriate boxes on the Application.
 - Applicant shall be solely responsible for any damage to the A/V Equipment. If the A/V Equipment is damaged, repairs or replacement shall be performed at Applicant's sole expense by vendors chosen by HawaiiUSA.
15. **Adhesives.** The use of glues or adhesive tapes is prohibited. No packing, duct, scotch, masking or other tapes or glues is permitted on walls, floors, or furniture. Sticky notes, painter's tape and self-sticking easel sheets are permitted, but must be removed at the end of each event, unless specified. Any meeting material left after the event shall be disposed of immediately without regard to the nature or confidentiality of the material.
16. **Limitation on Use.** HawaiiUSA reserves the right to refuse access to or to limit access to its Community Rooms to any group for any reason. The Community Rooms are available for occasional use only and are not intended for regular periodic use by Applicant or other third parties. Usage is intended primarily for educational, business meeting, and training purposes, and not for social events. The Community Rooms shall not be used for physical or other activity that may have a risk of injury or damage greater than office use. The Community Rooms may not be used for any purpose in competition with goods and services offered by HawaiiUSA (including without limitation financial services). Priority and pricing are in HawaiiUSA's sole discretion, and may depend on purpose, activity, and the person/organization using the facility.

17. **No Endorsement by HawaiiUSA.** Applicant understands and agrees that neither this Agreement nor Applicant's use of the Community Room constitutes any endorsement by HawaiiUSA of Applicant or its activities. HawaiiUSA does not endorse Applicant's event. Except for the sole purpose of identifying the location of the event, Applicant shall not use the name of HawaiiUSA in connection with the event. HawaiiUSA will not be responsible for any past, present, or future debts of Applicant.
18. **Cancellation by HawaiiUSA; Limitation of Claims.** HawaiiUSA reserves the right to cancel this Agreement by giving written notice to Applicant, subject to the following:
- Cancellation with Cause: Any failure by Applicant to perform any of its covenants, liabilities, obligations, or responsibilities under this Agreement shall be a default, upon which HawaiiUSA may give Applicant written notice of default. If the default is not remedied within seven (7) days after receipt of such notice, HawaiiUSA may cancel this Agreement by delivering notice to Applicant of HawaiiUSA's cancellation of this Agreement. In the event of cancellation by HawaiiUSA with cause, HawaiiUSA shall retain the full amount of any Basic Fee and additional fees paid by Applicant prior to cancellation.
 - Cancellation without Cause. HawaiiUSA may cancel this Agreement without cause by giving fifteen (15) days prior written notice to Applicant. In the event of cancellation by HawaiiUSA without cause, HawaiiUSA shall return to Applicant the full amount of any Basic Fee and additional fees paid by Applicant prior to cancellation. HawaiiUSA's maximum aggregate liability arising from the cancellation of this Agreement will be limited to the amount of the Basic Fee and any additional fees paid by Applicant prior to cancellation.
 - Except as otherwise provided in this Section 17, Applicant hereby waives, releases, acquits, and forever discharges HawaiiUSA of and from any and all claims, demands or damages in connection with any cancellation of this Agreement.
19. **Smoking.** Smoking is prohibited within the Building. Smoking is permitted outdoors in designated areas only. The locations of the designated, outdoor smoking areas are included in the notice of House Rules posted in the Community Rooms.
20. **Restriction on Alcohol, Drugs, and Weapons.** Applicant shall, at all times, abide by the following restrictions while on HawaiiUSA's premises:
- The use and possession of alcoholic beverages is strictly prohibited.
 - The use, possession, and distribution of illegal or unauthorized drugs, drug related paraphernalia and weapons is strictly prohibited.
 - Any person found to be in violation of this provision may be removed and barred from the premises at the sole discretion of HawaiiUSA.
21. **Maximum Capacity.** Applicant shall not permit the Community Rooms to be occupied by more persons than allowed by the Building Code of the State of Hawaii (Hawaii Administrative Rules, Chapter 180). The Maximum Capacity for the Conference Rooms is described in the Standard Fee Schedule. *In addition, Applicant shall ensure that the Emergency Exits to the Community Rooms remain closed and clear at all times and is not to be used for unloading or loading purposes.*

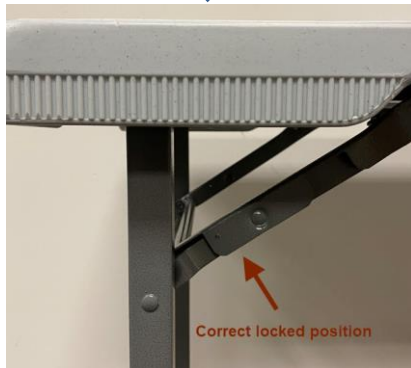
22. **No Animals.** Except for guide, signal, or service animals in use by a blind, deaf, or physically handicapped persons attending the event, no animals are allowed in the Premises.
23. **Applicable Law.** Applicant shall be responsible for ensuring that the conduct of Applicant and all of Applicant's attendees are in full compliance with all Federal, State, or local laws. Applicant shall not cause or permit any oil, flammable explosives, asbestos, urea formaldehyde insulation, mold, toxic mold, radioactive materials, hazardous wastes, toxic or contaminated substances or similar materials, including, without limitation, any substances which are "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "wastes," "regulated substances," "industrial solid wastes," or "pollutants or contaminants" under the Hazardous Materials Laws, as described below, and/or other applicable environmental laws, ordinances and regulations to be brought upon, kept, or used on or about the Premises by Applicant, its agents, employees, contractors, or invitees, or any persons holding under Applicant.
24. **Damage and Injuries.** The client is responsible for all and shall indemnify, defend, and hold harmless HawaiiUSA against, all damages and injuries resulting from the use of HawaiiUSA facilities. The client assumes ALL RISKS, "AS IS," without any warranties, express or implied. The client shall maintain adequate property and liability insurance to protect the client, HawaiiUSA, and their employees and guests. In the event that HawaiiUSA is found liable for any damages or injury, in no event shall HawaiiUSA's total liability exceed one hundred dollars (\$100.00).

INSTRUCTIONS FOR TABLES & CHAIRS

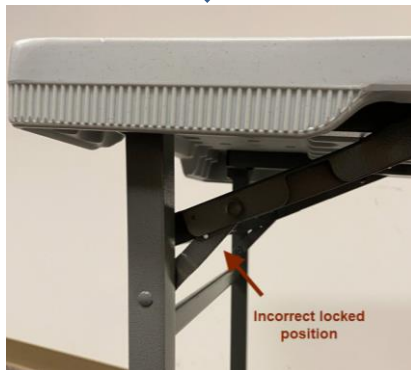
RECTANGLES



Upon opening table, keep rectangle on its side, pull out legs, pinch down on the elbow joint to place legs in locked position.

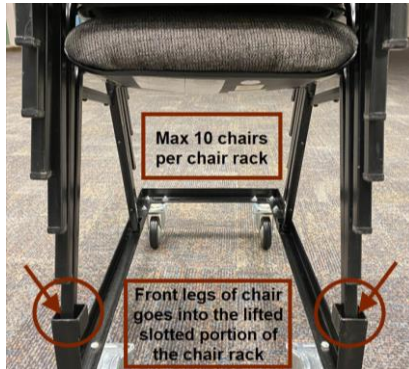


Correct locked position



Incorrect position, NOT locked

CHAIRS



Maximum chairs placed on chair racks is 10 ONLY

ROUNDS



Upon opening table, keep round on its side, pull out legs, press down on the elbow joint to place legs in locked position.



Upon closing table, lift round on its side, push up on elbow joint, fold legs back and snap lightly into place.



Upon closing table, keep rectangle on its side, push top bar toward the underneath of the table to unlock legs and snap lightly into place.

25. **Indemnify, Defense and Hold Harmless Agreement.** [Paragraph A shall apply unless Paragraph B or Paragraph C applies. Paragraph B shall apply if the Client is the State of Hawaii. Paragraph C shall apply if the Client is an Agency of the State of Hawaii.]

A. The Client is responsible for the observance and adherence to all provisions of this Agreement and policies of HawaiiUSA by the Client and all Third Parties. The undersigned shall indemnify, defend, and hold harmless HawaiiUSA and its directors, officers, employees, volunteers, and agents from any and all actions, causes of action, losses, damages, liabilities, claims, fees, costs, expenses and attorney's fees related to or resulting from any use or scheduled use of HawaiiUSA facilities or presence on HawaiiUSA property in connection with this Agreement by the Client or any Third Parties.

B. The Client is the STATE OF HAWAII. The STATE shall be responsible for damages or injury caused by the STATE's agents, officers, and employees in the course of their employment to the extent that the STATE's liability for such damage or injury has been determined by a court or otherwise agreed to by the STATE, and the STATE shall pay for such damage and injury to the extent permitted by law.

C. The Client is AN AGENCY OF THE STATE OF HAWAII and shall be responsible for damages or injury caused by such Agency's agents, officers, and employees in the course of their employment to the extent that such Agency's liability for such damage or injury has been determined by a court or otherwise agreed to by such Agency, and such Agency shall pay for such damage and injury to the extent permitted by law.

THE UNDERSIGNED HAS READ AND AGREES TO THE COMMUNITY ROOM USAGE POLICY AND THE ABOVE AGREEMENT AND UNDERSTANDS THAT THE UNDERSIGNED IS RESPONSIBLE FOR THE ADHERENCE TO THE POLICY AND AGREEMENT BY ALL THIRD PARTIES.

Name of Organization: _____

Street Address: _____

Type of Organization (check all that apply):

___ Governmental Agency, Corporation, LLC, LLP, or Partnership

___ Tax-Exempt or Non-Profit Organization

Authorized Signatory:

Print Name: _____ Title: _____

Signature: _____ Date: _____

Contact Name(s): _____

Phone Number(s): Office: _____ Cell: _____

Email(s): _____ Fax: _____

Event Information:

Name/Title of Event: _____

Event Date(s): _____

Event Start Time: _____ Registration Time: _____ Event End Time: _____

Set Up/Meet Time: _____ Breakdown/Vacate Time: _____

Anticipated attendance # _____ RSVP Deadline Date: _____ Anticipated vehicle # _____

List all activities during event:

Will there be any service animals or restricted substances (describe)?

Diamond Head _____ Ewa _____ Combination _____

of Rectangle Tables _____ # of Round Tables _____ # of Chairs _____

Kitchen Use: Yes _____ No _____ Food & Beverage: Yes _____ No _____

Audio/Visual Equipment (SS - Speaker System):

Projector w/ Cart _____ Podium w/ Mic _____ WIFI _____ Wireless Mic (SS) _____

Lavaliere (SS) _____ Speaker System _____ AV Cart _____ Dry-Erase/Easel Stand (2) _____

Notify HawaiiUSA immediately if there is any change in information. No application is confirmed until HawaiiUSA provides its approval by signed counterpart to the applying client.

APPROVAL BY HAWAIIUSA FEDERAL CREDIT UNION:

Community Room Basic Fee \$_____ per day X _____ days

Food and Beverage Surcharge \$_____ per day X _____ days

Other Fees _____ \$_____ per day X _____ days

Total \$_____ plus \$_____ (4.712% tax) = \$_____

(Subject to change and additional fees and costs as specified in the Agreement)

Signature _____ **Name** _____

Date _____ **Email:** communityrooms@hawaiiusafcu.com

Phone: 808.844.8046 **Fax:** 808.844.8541

Comments: