



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

1. **Application and Agreement.** 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 in any of the following ways:

- Send via electronic mail to communityrooms@hawaiiusafcu.com
- Send via standard U.S. mail to HawaiiUSA FCU - Community Rooms, 1226 College Walk, Honolulu, HI 96817-3995; Attention: Community Rooms
- Send via fax to (808) 844-8541; Attention: Community Rooms

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 96871-3995. 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:** Morning weekday functions may not begin prior to 8:00 a.m. Community Rooms used for morning and afternoon functions must be cleared by 4:00 p.m. Evening weekday functions may not begin prior to 5:00 p.m. and must be cleared by 9:00 p.m. Combined morning and evening weekday functions may not begin prior to 8:00 a.m. and must be cleared by 9:00 p.m.
- **Saturdays:** Saturday functions may not begin prior to 8:00 a.m. and must be cleared by 3:00 p.m. The Community Rooms are not available on Saturday evenings.
- **Sundays and Holidays:** The Community Rooms are not available on 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	
TIER 3 -- STANDARD RATE				
Day	\$550	\$750	\$950	\$150
Evening	\$450	\$650	\$850	\$150
Combined	\$950	\$1,350	\$1,750	\$150
TIER 2 -- GOVERNMENTAL AGENCIES AND NON-PROFIT ORGANIZATIONS (Includes all tax-exempt organizations other than 501(c)(3) tax exempt organizations)				
Day	\$450	\$650	\$850	\$150
Evening	\$350	\$550	\$750	\$150
Combined	\$750	\$1,150	\$1,550	\$150
TIER 1 -- IRS § 501(C)(3) TAX-EXEMPT ORGANIZATIONS				
Day	\$250	\$300	\$350	\$150
Evening	\$250	\$300	\$350	\$150
Combined	\$400	\$500	\$600	\$150

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

7. **Payment.** Applicant shall remit to HawaiiUSA the applicable fees and charges, in accordance with the following payment schedule:
- If the Application is approved ninety (90) days or more prior to the first day of the event, (i) fifty percent (50%) of the Basic Fee must be received by HawaiiUSA within seven (7) days after Applicant has been notified that the Application has been approved; and (ii) the remaining fifty percent (50%) of the Basic Fee must be received at least ninety (90) days prior to the event.
 - If the Application is approved fewer than ninety (90) days prior to the first day of the event, one hundred percent (100%) of the Basic Fee must be received by HawaiiUSA within seven (7) days after Applicant has been notified that the Application has been approved and prior to the commencement of the event.
 - Any additional fees that may be applicable, including but not limited to the F&B Surcharge, A/V Equipment Fee (defined below), and 4.712% GET, must be received by HawaiiUSA at least fourteen (14) days prior to 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 at least one hundred eighty (180) days prior to the event, HawaiiUSA shall return to Applicant the full amount of any Basic Fee or additional fees paid by Applicant prior to cancellation minus any costs incurred by HawaiiUSA arising from this Agreement.
 - If HawaiiUSA receives written notice of cancellation less than one hundred eighty (180) days, but at least (90) days prior to the event, Applicant shall pay to HawaiiUSA fifty percent (50%) of the Basic Fee. HawaiiUSA shall credit any amounts paid by Applicant prior to cancellation towards the total amount due. HawaiiUSA shall return to Applicant any amounts paid prior to cancellation in excess of the amount due.
 - If HawaiiUSA receives written notice of cancellation less than ninety (90) days but at least fourteen (14) days prior to the event, Applicant shall pay to HawaiiUSA seventy-five percent (75%) of the Basic Fee. HawaiiUSA shall credit any amounts paid by Applicant prior to cancellation towards the total amount due. HawaiiUSA shall return to Applicant any amounts paid prior to cancellation in excess of the amount due.
 - If HawaiiUSA receives written notice of cancellation less than fourteen (14) 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 particular 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 at all times 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 may be assessed for evening and weekend parking. 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, at all times, 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. **Audio/Visual.** HawaiiUSA, at its sole discretion, may permit Applicant to use any audio/visual equipment that may be located 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.
 - An A/V Equipment fee (the "A/V Equipment Fee") in the amount of \$100/day shall be assessed. In addition, a security deposit may be required.
 - Applicant shall be solely responsible for any damage to the A/V Equipment. In the event that the A/V Equipment is damaged, repairs or replacement shall be performed at Applicant's sole expense by vendors chosen by HawaiiUSA.
14. **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, painters 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.
15. **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 is in HawaiiUSA's sole discretion, and may depend on purpose, activity, and the person/organization using the facility.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.*
21. **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.
22. **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 contaminates" 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.

23. **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).

24. **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.

Print Full Applicant Name: _____

Authorized Signatory:

Print Name: _____ Title: _____

Signature: _____ Date: _____, 20 _____

Street Address: _____

Contact Name(s): _____

Phone: _____ (Office) _____ (Cell)

Email: _____ Fax: _____

Community Room – Main: _____ Diamond Head _____ Ewa _____ Combination

Kitchen Use: _____ Yes _____ No Will Food & Beverages be served: _____ Yes _____ No

Event date(s): _____

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

Set up/Meet Time: _____ **Break down/Vacate Time:** _____

Name/Title of Event: _____

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

List all activities during event: _____

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

Type of Organization (check all that apply):

_____ Corporation, LLC, LLP or Partnership registered with Hawaii DCCA

_____ Business/For-Profit _____ Non-Profit _____ 501(c)3

Other tax-exempt (specify) _____

_____ Governmental agency

_____ Individual or Sole proprietorship

_____ HawaiiUSA SEG _____ HawaiiUSA Member

Audio/Visual Equipment rental (additional fee applies) (SS - Speaker System):

_____ Projector w/cart _____ Podium w/mic _____ WIFI _____ WirelessMic(SS) _____ Lavalier(SS) _____ Speaker System(SS)

Other equipment (additional fee applies): _____ Dry erase board/Easel Stand (1 or 2) _____ AV cart

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:

Fees: Community Room Basic Fee: \$_____per day X _____days

Food and Beverage Surcharge: \$_____per day X _____days

Audio/Visual Equipment Fee: \$_____per day X _____days

Other Fee: _____ \$_____per day X _____days

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

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

Signature: _____ **Name:** Jameen Shimomura

Date: _____ **Phone:** 808.844.8046 **Email:** communityrooms@hawaiiusafcu.com

Fax: 808.844.8541

Other Comments:

- **Parking: \$3.00/vehicle**