



R O Y A L K U N I A

COMMUNITY ASSOCIATION

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COMMUNITY RECREATION CENTER POLICIES AND PROCEDURES

*** As of May 5, 2022, all events at the Community Recreation Center (CRC) will be alcohol-free. Alcohol will not be allowed on premises, including the parking lot and outside areas. ***

Qualifications

The Community Recreation Center (CRC) is a private facility and is only available to:

- **Homeowners/Residents**

Applicant must be a bona fide Royal Kunia Community Association member (Homeowner occupant), **current** with association dues, maintenance fees, and covenant fines.

- **Tenants**

Tenants must present a Transfer of Privileges from the Non-Resident Homeowner. Non-Resident Homeowner must sign the form in the presence of RKCA employee and if unable to do so, must have the form notarized and sent to RKCA before a reservation can be made.

- **No request for sponsoring until further notice.**

Reservations

Reservations may be made up to one (1) year prior to the event on a first-come, first-served basis. A minimum of forty-five (45) days' is required for all reservations. Please call RKCA office to inquire about dates. Print, complete, and submit CRC Reservation Form located on the RKCA Website. RKCA will then generate a contract and mail it to you. RKCA management must review and approve the signed contract before a confirmation is made.

Security Deposit

A reservation will be held for seven (7) calendar days without a Security Deposit. A \$250.00 Security Deposit and signed contract must be received within this "hold" period in order to confirm the reservation. Reserved date will automatically be canceled if the Security Deposit and signed contract is not received.

The facility will be inspected immediately following the event. Security Deposits will be returned via the U.S. Postal Service if the facility is found to be in the same condition as it was rented.

For Security Deposit refunds due to a cancelled event, see "**Cancellations/Refunds.**"

Rental Rates

The rental fee is due ninety (90) days prior to the event, or with a signed contract if less than ninety (90) days prior to event. Rates are subject to change without prior notification, upon Board of Directors approval. Rental rates are paid in addition to the Security Deposit.

Hours Available

3:30pm. – 11:00pm.

Fridays & Saturdays

9:30am. – 5:00pm.

Sundays

*All set-up and clean-up activities must occur within the designated time frame. All attendees must vacate the premises, including the parking lot no later than the designated time limit.

Insurance Requirement

Homeowner/Host **must** provide a certificate of insurance for any event held at the Community Center. The Homeowner/Host may provide **one** of the following documents to comply:

1. A copy of the homeowner's insurance with an Umbrella (Liability) policy of \$1,000,000.00 minimum.
2. Special Event insurance with a \$1,000,000.00 minimum *and* Royal Kunia Community Association listed as an additional insured.

Payments

The Security Deposit is due with the submission of the signed contract, usually one week from receipt of the contract. Security Deposits will be refunded as stated in "Cancellations/Refunds." Rental fees and HPD Special Duty fees are due ninety (90) days prior to the event date, or with a signed contract if less than ninety (90) days prior to the event. All fees are subject to change without prior notice. Payments may be made by personal check, money order, or cashier's check to Royal Kunia Community Association. **NO** cash will be accepted.

Special Duty

Royal Kunia Community Association will contract HPD for Special Duty services to be paid by the Host:

Fees are subject to change based on prevailing HPD rates.

HPD Special Duty Officer Rates	\$50.00/hour/officer (2 hours minimum)
HPD Administration Fee	\$14.00/officer, \$2.00 each additional officer
HPD Insurance Fee	\$5.00/officer

Special Activities

If you are having snack machines, clowns, balloon-making, live music/DJ, magicians, face painting etc. please indicate the activity type, quantity, and vendor/company name. You must let RKCA know what activities are being held even if it is a friend/volunteer providing a service (free or not). **Water activities and inflatables are not allowed.**

For each activity, please provide RKCA with a copy of the vendor/company's liability insurance with Royal Kunia Community Association added as "Additional Insured." A minimum coverage of \$1,000,000.00 is required.

If the Renter/Owner personally owns any of the equipment, the Homeowner must provide insurance. Please refer to "**Insurance Requirement**".

Failure to show proof of adequate liability insurance or to provide any additional required documentation at minimum 30 days prior to the scheduled event date will result in disapproval of the use of any such equipment on the RCKA CRC property.

Cancellations/Refunds

Cancellation notices must be submitted in writing. Security Deposit refunds will be given according to the following guidelines:

- Cancellation more than ninety (90) days prior to event.....100% Security Deposit refund
- Cancellation sixty (60) to ninety (90) days prior to the event....75% Security Deposit refund
- Cancellation thirty-one (31) to fifty-nine (59) days prior to the event...50% Security Deposit refund
- Cancellation thirty (30) days or less prior to the event.....No Security Deposit Refund

Termination of Agreement

Royal Kunia Community Association reserves the right to cancel a reservation at any time for just cause. If the reason for the termination is the result of false or inaccurate information given by the applicant, the Security Deposit will be forfeited.

Unrestricted Entry to Inspect

Any bona fide Royal Kunia Community Association employee or contractor will have unrestricted access to the facilities at all times for the purpose of ensuring proper use of the facility by the user. Violations of the CRC Policies and Procedures may result in fines or sanctions including, but not limited to, forfeiture of security deposit and/or suspension of CRC privileges. Appeals from fines or other sanctions should be made in writing to the Board of Directors.

Furnishings

Room rental comes with tables & chairs. A few additional tables will be provided for food, reception, etc. You may set up chairs and tables on the lanai/gazebo. No chairs or tables on the grassy areas.

Set-Up

Set-up activities must occur within the designated room rental time frame. Set-up must comply with the following restrictions:

- No carts may be brought through the main entrance. The side entrance, through the Kitchen area, must be used for all goods being brought into or taken out of the CRC.
- All furniture and equipment must remain in the CRC Building and lanai area.
- All tabletops must be covered.
- Decorations that require nails, staples, thumbtacks, and adhesive tape are **not allowed**. Painter's tape is allowed.
- Decorations, especially balloons and streamers, must be kept clear of the ceiling fans.
- No items should be hung from ceiling fans.
- No tables, chairs, tents are allowed in the lawn areas.
- No stakes or pegs are allowed in the ground.

Clean-Up

Clean-up includes facilities used plus adjacent restrooms, kitchen, and lanai areas. Clean-up must comply with the following restrictions:

- All decorations must be removed.
- Chairs and tables must be cleaned, properly restacked, and put back in their original location.
- All chairs and tables must be free from painter's tape.
- Floors must be swept to pre-party condition. ALL spills must be mopped.
- All trash must be removed and taken to the trash bin located next to the CRC Building.
- Any boxes being discarded must be broken down and flattened.
- CRC, parking, and lawn areas must be cleaned of any debris/litter. (i.e. cigarette butts, gum, wrappers, etc.)
- No washing of serving trays, pots, and pans in sinks (kitchen, lanai, and restroom). Cost incurred to unclog drains/flooding will be charged back to the Homeowner.
- Damaged furniture and/or equipment must be reported to staff member on duty.
- RKCA on-site staff will inspect and accept the condition of the rented area.

Please Note: The Event Staff is not responsible for set-up, breakdown, or clean-up of your event.

Damages/Losses

The user is responsible for any loss or damages to equipment or the facility including reasonable collection fees and costs if deemed necessary. RKCA assumes no responsibility for property brought to the CRC by the user. Damages to CRC property or grounds will be charged to the Security Deposit. Should damages exceed the deposit amount, the host is required to reimburse RKCA in its entirety. RKCA retains the authority to deny future use of the CRC if there are outstanding balances. The user is responsible for any reasonable attorney or collector fees necessary to obtain full reimbursement.

General Rules & Guidelines

- No pets are allowed with the exception of service animals.
- Event Staff are not responsible for the set-up/break down of your event.
- Smoking is prohibited within ALL facility rental areas and within 20 feet of doorways, windows, and ventilation intakes. Smoking permitted *in designated area only*.

- All changes to the rental contract or special requests must be made in writing by the applicant(s) at least thirty (30) days prior to the event. All changes made after this time will not be considered.
- **Service/consumption/presence of alcohol is prohibited at any event.**
- Requests for snack machines or similar vendors must be submitted in writing with the signed contract. Required insurance certificates related to these activities must be submitted a minimum of thirty (30) days prior to the event.
- The following are prohibited: pony rides, petting zoos, fire dancing, any activity including open flames (with the exception of candles on a cake).
- Guest total must not exceed the posted room capacity (197 people) being rented.
- Cooking on the premises is prohibited. Kitchen facilities, stove top, ovens are to be used for heating food only. Gas burners are not allowed.
- No washing of serving trays, pots, and pans in sinks (kitchen, lanai, and restroom). Cost incurred to unclog drains/flooding will be charged back to the user.
- Amplified music and dancing are allowed; however, user assumes responsibility for complying with 10pm. city noise ordinance. RKCA staff and HPD will monitor.
- Failure to comply with RKCA on-duty staff &/or HPD, belligerence or refusal to obey their instructions will result in the immediate termination of the event with the forfeiture of the rental fee and Security Deposit.

PENALTIES FOR VIOLATIONS TO COMMUNITY RECREATION CENTER RENTAL CONTRACT

The following penalties, established by RKCA, address violations of the rental contract. In addition to the listed penalties, the Board of Directors may, upon recommendation of the RKCA General Manager, impose other sanctions against the violators, including but not limited to, indefinite suspension of rental privileges. User(s) may appeal any assessed penalties. Appeals must be submitted in writing to the Board of Directors no later than ten (10) days after the notice of violation and penalty fine. RKCA may employ legal counsel and measures to enforce the terms of this rental contract and payment of fees and damages. In the event RKCA is required to employ legal counsel to enforce the policies, procedures, and provisions, RKCA shall be entitled to recover legal/court costs from the user(s).

VIOLATION

PENALTY

1.	Making false statement(s) on the application or hosting activities which damage property and/or place people in danger.	Forfeit all fees paid. Terminate function.
2.	Ending a function past the designated time, including remaining in parking lot or adjacent areas End times: Day Rentals = 5:00pm., Night Rentals = 11:00pm.	Forfeit deposit.
3.	Homeowner NOT present for the entire event, including set-up, and clean-up.	Forfeit deposit.
4.	Illegal/Prohibited activities. (Gambling, Drugs, Consumption of alcohol)	Forfeit deposit. Terminate function.
5.	Noncompliance to acceptable noise level.	Forfeit deposit Terminate function.
6.	Unacceptable clean-up. Washing of serving trays, pots, and pans in sinks (kitchen, lanai, and restroom). Cost incurred to unclog drains/flooding will be charged back to the Homeowner.	Forfeit deposit + Professional Service Fees Incurred
7.	Inappropriate/uncontrolled behavior of the Renter(s) and/or attendees, abuse of RKCA on-duty staff.	Forfeit deposit. Terminate function.
8.	Failure to provide required vendors, homeowner, or special event insurance certificate(s) for Special Activities.	Forfeit deposit. Terminate function.
9.	Consumption of alcohol or alcohol is present at the event.	Forfeit deposit. Terminate function.

Failure to comply with the policies and procedures above may result in forfeiture of CRC use privileges.