



**Mililani Town Association**

95-303 Kaloapau Street  
Mililani, HI 96789-1249  
Phone (808) 623-7300

**FACILITY RENTAL CANCELLATIONS AND PENALTIES**

**CONFIRMATION:**

- A reservation is not confirmed and this Agreement shall not be binding on MTA until executed by an authorized staff member.
- If the credit card charge is disputed the reservation will be cancelled.

**HALL CANCELLATION:**

- Cancellations notice must be submitted in writing to the Admin Office.
- 120+ days before the event date: \$25.00 cancellation fee will be charged.
- 120 – 31 days before event date: \$100 cancellation fee will be charged.
- 30 days or less before event date: \$250 cancellation fee will be charged.
- Changing the event date, time, and/or location and/or attempting to transfer the contract to another “Renter” shall be considered a cancellation and fees will be assessed.

**POOL CANCELLATION:**

- Cancellations must be submitted in writing to the Admin Office.
- 120+ days before the event date: \$25.00 cancellation fee will be charged.
- 120 – 31 days before event date: \$50 cancellation fee will be charged.
- 30 days or less before event date: \$100 cancellation fee will be charged.
- Cancellation of a pool party due to inclement weather will be accepted with full refund.
- Pro-rata refund of Rental Fee will be given if the Lifeguard cancels the pool rental in progress due to inclement weather.
- Changing the event date, time, and/or location and/or attempting to transfer the contract to another “Renter” shall be considered a cancellation and fees will be assessed.

**DAMAGES/LOSSES:**

- The Renter will be responsible for the cost of repair or replacement in the event of damage to or loss of facility’s furnishings, fixtures or equipment.
- MTA assumes no responsibility or liability for property brought onto the premises by the Renter.

**PENALTIES:**

Renters who violate the provisions of this Agreement shall be assessed monetary penalties in accordance with the attached schedule. Moreover, the MTA Board of Directors may impose additional fines and/or sanctions commensurate with the nature of the violations, including, but not limiting to, suspension of future rental privileges.

**PENALTIES FOR VIOLATION TO RENTAL AGREEMENT**

The following penalties have been established by the MTA Board of Directors to address violations to the “RENTAL AGREEMENT FOR USE OF RECREATIONAL FACILITIES”. The penalties have been established to deter violations of the Agreement.

1. The following violations will result in immediate termination of the event with forfeiture of Rental Fee and may result in suspension of future rental privileges. Suspension of future rental privileges applies to all household members of the Renter and will be for a period of not less than 1 year. The severity of the violation shall determine the length of suspension at the discretion of the General Manager. Any subsequent rental violations shall incur a heavier penalty, up to but not limited to, permanent suspension of rental privileges.
  - a. Falsity of statement(s) in this Agreement; individuals misrepresenting themselves as the authorized Renter(s); or number of guests exceeds the Building Code room capacity limit, or the contract limit, whichever is less.
  - b. Renter not present more than 30 minutes without prior approval during set-up, during the event or during clean-up.
  - c. Conducting an event in violation of the “Mililani Town Rules.”
  - d. Illegal activities (e.g., gambling, drugs, drinking by minors, etc.).
  - e. Serving, furnishing, making available and/or consuming alcoholic beverages anywhere at the facility.
  - f. Exceeding maximum noise Level (after being warned twice by the Staff on Duty).
  - g. Event participants’ behavior uncontrolled, i.e., rowdiness, belligerent to Staff on Duty, refusing to obey the instructions of the Staff, entry into non-rented area, etc.
  - h. Conducting the event in a manner dangerous to persons and/or damaging to property.
  - i. Bringing unauthorized machines or equipment on to the premises without prior approval from MTA.

2. Following violations will result in incremental fines as indicated:

a.

<b>Curfews</b>	<b>Day Rental</b>	<b>Evening Rental</b>	<b>Fees</b>
<b>Event Ending:</b>			
Recs 1,3,5, & 6	2:00 pm curfew	10:00 pm curfew	None
	2:01 pm- 2:15 pm	10:01 pm- 10:15 pm	\$50.00
	2:16 pm- 2:30 pm	10:16 pm- 10:30 pm	\$75.00
	2:31 pm or later	10:31 pm or later	\$75.00 + \$25.00 for each additional 5 minutes
<b>Premises vacated:</b>			
Recs 1,3,5, & 6	2:30pm curfew	10:30 pm curfew	None
	2:31pm- 2:45pm	10:31pm- 10:45pm	\$50.00
	2:46pm- 3:00pm	10:46pm- 11:00pm	\$75.00
	3:01pm or later	11:01pm or later	\$75.00 + \$25.00 for each additional 5 minutes
<b>All pool reservations:</b>	Premises vacated past the end time stated on the contract		\$50.00 + \$25.00 each additional 15 minute

- b. Damages, i.e., spillage, stains, breakage, etc...\$25.00 + replacement and/or repair costs
- c. Decorations improperly applied, e.g., nailed, thumb-tacked, scotch-taped, etc...\$50.00 + replacement and/or repair costs
- d. Clean-up not acceptable, i.e., decorations, signs, balloons, etc. not removed. At Rec 6, floors not returned to original condition such as scuff marks, bathroom not returned to original condition etc. ...\$250.00 + \$50.00 + \$50.00/hour if MTA must complete clean-up