



Client Initials \_\_\_\_\_

## Kabayan Hall Rental Agreement

Responsible Party Name:

Business Name (if applicable):

Address: City: State: Zip:

Email Address: Phone #:

Event Location: 94-216 Farrington Highway, A107, Waipahu, HI 96797

Date of Event:

Type of Event:

Setup Time: ☐ 8:00am ☐ 4:00pm

Vacate By: ☐ 2:30pm ☐ 10:30pm  
(\$300 late fee will be charged with every 30 minutes past the assigned vacate time)

Venue Rate: Evening Event at \$ \_\_\_\_\_

Security Deposit: \$500

Setup: Client to handle all aspects of setup and breakdown

Food: Client to handle catering arrangements

Guest Count (including children):

A final count shall be submitted to Murakami Productions by 12:00 pm, 14 business days prior to the event and is not subject to reduction

Please review the information below carefully; it sets forth the terms of our Agreement regarding your event between you ("You" or "Your" or "Renter") and Murakami Productions LLC dba Kabayan Hall ("Kabayan Hall"). Any and all proposals, catering/conferencing reservations, agreements, and contracts with respect to the use of service and facilities of Kabayan Hall are subject to House Rules and General Policies, and shall include, but are not limited, the following terms and conditions:

### Venue Commitment

#### Reservation Fee

In order to confirm your reservation, you must return this signed Agreement and a Reservation Deposit of \$1,000. For meetings, the Reservation Deposit is \$150. This deposit will be applied toward the final Venue Fee.

Time of full payment

The remaining Venue Fee will be due no less than 14 days to your event, or as otherwise specified.

Security Deposit

Also, due fourteen days out from your event will be a security deposit in the amount of \$500. This security deposit should be provided on a separate check from your Venue Fee. The Security Deposit check will be held through the date of your event and applied, if necessary, to cover the cost of replacement or repair to any damages to facilities, any additional cleaning of facilities or property, or any fees incurred for late check-out. If no issues are present, the security deposit check will be returned to you within 2 weeks following the conclusion of your event via postal mail to the address provided herein.

Acceptable payments are personal check, cashier's check, or money orders. If payment is not received or check does not clear, Renter will forfeit the date and all prior payments made. Renter shall be charged \$30 for each bounced check plus a \$20 service charge for each collection notice sent to the address provided herein.

Cancellation & Refunds

Written cancellation requests must be made 90 days prior to the Date of Event to receive a \$500 refund of the Reservation Fee. There are no refunds for cancellations of less than 90 days prior to the Date of Event. There are no refunds for meetings that are cancelled. All refunds will be sent out within 2 weeks of cancellation to the address provided herein.

Covid-19 Refund

We will give a full refund minus a \$150 administration fee in the event Hawaii laws do not allow us to operate. This refund does not apply if we are mandated to a smaller occupancy or for amended restrictions.

\_\_\_\_\_ Sign to acknowledge refund policy

House Rules and General Policies

Conduct

The Renter agrees to assume full responsibility for the conduct of all persons in attendance at the event and for any and all misuse, or loss sustained to any part of the building premises, including parking lot, during any time the premises are under control of the Renter or invitees, employees, or independent contractors employed by the Renter. Renter must provide adult supervision of children at all times. Renter must ensure all activities and/or entertainment included in event programming is safe for all participants. Kabayan Hall reserves the right to remove anyone from the premises and/or cancel any facility rental for Renters who knowingly or unknowingly violate these conduct rules, or the House Rules and General Policies.

Renter Presence and Guest

Renter must be present during the entirety of event and be the last one to leave to ensure compliance with all the House Rules and General Policies. Kabayan Hall has a maximum

capacity of 250 people. If Renter exceeds that amount or if the event is shut down due to violation of any ordinance or law, the party will be immediately cancelled and there will be no refund of any Venue Fee including security deposits.

#### Presence of Kabayan Hall Representative and Access

Kabayan Hall, its representatives, managers, employees, agents, and independent contractors will have full and unrestricted access to all of the premises for the purpose of ensuring compliance with all terms of this Agreement. Kabayan Hall will not, at any time, be responsible for your guests or their conduct.

#### Alcohol

Kabayan Hall allows BYOB (bring your own beer) only. Alcoholic beverages may not be consumed in the parking lot of Kabayan Hall. Absolutely no liquor of any kind is allowed in Kabayan Hall or parking lot of the premises, unless otherwise agreed. If there is any liquor on the premises, Kabayan Hall reserves the right to cancel the party and Renter will forfeit all the Venue Fee and security deposit.

If alcohol is to be consumed, Renter agrees to abide by all laws and regulations. If there are any violations of laws or regulations, then Kabayan Hall reserves the right to immediately cancel the event and Renter will forfeit all the Venue Fee and security deposit.

Renter is solely responsible for monitoring their guest's alcohol consumption and is responsible for controlling and dismissing any guests who become too intoxicated. If guests become too unruly and intoxicated, Kabayan Hall reserves the right to cancel the event and all the Venue Fee and security deposit.

#### Special Duty Officer

All events with over 20 guests must have a special duty officer on site for the duration of the event. All events over 150 guests that have alcohol must retain 2 special duty police officers for the duration of the event. Proof of special duty officer is due 1 month prior to event.

#### Parking Lot

Parking lot is reserved for parking only. There is no loitering or event activities allowed. Renter must keep guest from loitering or overflowing into the parking lot. No bouncing houses, water slides, or any other recreation item or equipment, unless otherwise agreed to in writing by Kabayan Hall, shall be allowed. Written requests must be for a parking lot variance must be made 1 month prior to date of event by emailing michelle@murakamiproductions.com. Alcohol is strictly prohibited in the parking lot.

#### Smoking

Renter is responsible for keeping the building a smoke free property. All smoking should be done in the designated smoking section and cigarette butts must be disposed of properly in supplied bin. Renter is responsible for directing their guest where the appropriate areas are. Any cigarette butts found after the event will cause a cleaning fee of \$250.

### Personal Property

The risk of loss of Personal property of Renter or their guests left on the premises before, during, or after event will remain with the Renter. Kabayan Hall is not responsible for these items.

### Fire and Cooking

Fireworks and firearms are strictly prohibited. Fire or open flames are not allowed on the premises including parking lot except for candles for birthday cakes and celebration cakes. All candles must have a candle holder or similar type of item to catch wax drippings. Any wax drippings found on floor or furniture will result in a cleaning fee of \$250.

No cooking is allowed inside or outside of Kabayan Hall, Renter and guests are not allowed to dispose of any oil or grease substance in any of the sinks or surrounding area. Any evidence of such disposal will result in the loss of the full amount of the security deposit. Food warming devices (such as Sterno) are permitted.

### Final Guest Count

The final number of guests and all changes are required 14 days prior to the Event Date.

### Cancellations

A written cancellation request shall be submitted and received no less than 90 days prior to the Event Date for any event. Kabayan Hall reserves the right to retain any deposit amounts advanced as liquidated damages. If a confirmed event is a 'no show', the Renter will be charged the full cost of the Event Fee.

Kabayan Hall has the right to cancel this Agreement at any time without cause. If Kabayan Hall cancels this Agreement without cause, then all the Event Fee and Security Deposit will be returned at the time of cancellation.

### Time Schedule

Event start and end times as contracted will be strictly adhered with violations resulting in fines. It is important that the agreed to starting and ending times are adhered to as the supporting staff labor requirements have been determined accordingly. Overtime charges will be assessed at a rate of \$300 for each 30-minute period, or fraction thereof, following the specified Vacate Time listed herein. Renter must ensure that all guests vacate the parking lot by the Vacate Time. Failure to do so will result in the forfeit of the full security deposit.

### Noise

Music and noise levels must be kept at a reasonable volume as to not disturb the surrounding residents and tenants. Noise levels must comply with all laws and ordinances. Kabayan Hall reserves the right to request reduction in volume on all amplified sound systems should sound levels be deemed inappropriate.

### Decorations

All displays, exhibits, posters, banners, location of tables, and any other decoration or item must conform to City Fire Code regulations. No person or vendor is allowed to tape, glue, nail, or apply any other adhesive to attach anything to building, walls, stage, fixtures, or furniture in

Kabayan Hall. At the end of the event, renter is responsible for the complete removal of all decorations including complete cleanup of glitter, confetti, and party streamers. A cleaning fee of \$250 shall be assessed if said decorations are not removed.

#### Cleanup and Inspection

Renter is responsible for cleaning all rubbish that was created or caused by the event. Rubbish must be disposed of in the provided trash bins. Bulky items must be hauled off property by the Renter where they cannot be properly broken down into trash bags. Prior to end of event, Kabayan Hall will inspect premises to assess any damage to property or loss of items that belong to Kabayan Hall and to ensure the cleanliness of the premises. A cleaning fee of \$250 will be assessed and deducted from the security deposit if the premises are not cleaned properly. Messes exceeding what is reasonable, in Kabayan Hall's sole discretion, will result in the forfeit of the entire security deposit amount.

#### Inclusions

Tables and chairs may be included for an additional fee. Tables and chairs must be requested 30 days in advance of Event Date to ensure availability.

#### Insurance

Renter must obtain and submit a certificate of insurance with Murakami Productions LLC dba Kabayan Hall (7192 Kalaniana'ole Hwy, Ste A143A #234, Honolulu, HI 96825) as additional insured for a minimum of \$1,000,000 coverage with waiver of subrogation. Such certificate of insurance must be presented 30 days before the Event Date or Kabayan Hall reserves the right to cancel your event with no refund of the Event Fee.

#### Force Majeure

Kabayan Hall can be closed at any time due to state, local, and federal laws and mandates. Renter will not hold Kabayan Hall responsible if Kabayan Hall is required to close or mandated to lower the number of guests allowed. Renter agrees to adjust their event to meet all guidelines that are required at the time of their event. Kabayan Hall will make reasonable efforts to reschedule the event.

#### Indemnification

To the extent permitted by law, the Renter agree to protect, indemnify, defend and hold harmless Kabayan Hall, partners, affiliates, employees, agents, and landlord against all claims of loss, injury or damage to persons or property, governmental charges, citations or fines, and costs (including court costs and reasonable attorney's fees) arising out of, or connected with, the event, including but not limited to the installation, maintenance, and removal of decorations and other personal property used for the event by the Renter, the entertainment for the event provided by the Renter, and the use of occupancy of Kabayan Hall premises by or any guest or agent of the Renter or independent contractor hired by the client, except for claims caused by gross negligence of Kabayan Hall.

#### Entire Agreement

This Agreement contains the entire understanding of the parties with regard to the subject matter hereof and no warranties, representations, promises or agreements have been made between the

parties other than as expressly herein set forth, and neither Purchaser nor Seller shall be nor are they bound by any warranties, representations, promises or agreements not set forth herein. Except as stated herein, this Agreement supersedes any previous agreement or understanding and cannot be modified except in writing by all of the parties hereto.

Binding Effect

Upon execution, this Agreement shall be absolutely binding and fully enforceable and shall inure to the benefit of the parties hereto, their successors, personal representatives and heirs.

Severability

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court or tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid.

Legal Action

Renter agrees to reimburse Kabayan Hall for all legal expenses including but not limited to court costs, attorney fees, or other professional fees in the event that Renter breaches this Agreement.

Execution

By executing this Agreement, Renter represents and warrants that he or she has the authority to execute this agreement on their own or on another's behalf, they are at least 18 years of age, and that Renter personally accepts and assumes full responsibility and liability under the terms of this Agreement.

RENTER

MURAKAMI PRODUCTIONS LLC,  
dba KABAYAN HALL

\_\_\_\_\_  
Name:

\_\_\_\_\_  
IRISH MURAKAMI, Manager

Date: