



BINHI AT ANI

780 Onehee Avenue, Kahului, Hawaii 96732

Telephone: 808-877-7880 • Facsimile: 808-877-7990 • Email: binhiatani@gmail.com

www.binhiatani.org

Office Hours: Monday, Wednesday, Friday: 3:00PM – 5:00PM;
Saturday: 9:00AM – 1:00PM (Closed on all State and Federal Holidays)

**APPLICATION TO RENT
BINHI AT ANI FILIPINO COMMUNITY CENTER**

This Agreement may be cancelled at any time, without notice and without any damages to Binhi at Ani, due to public health reasons or public emergency, as may be required by the County of Maui or the State of Hawaii or the Centers for Disease Control or the United States of America.

Further, if any the rules are adopted or modified by either the County of Maui, the State of Hawaii or the Centers for Disease Control or the United States of America requiring any additional requirements by Binhi at Ani, Binhi at Ani reserves the right to increase the fees and Renter agrees. If Renter disagrees, Renter may cancel without penalty within twenty four hours notice of the additional requirements.

**Renter, by signing here: _____,
acknowledges and agrees.**

Name of Renter: _____

Address of Renter: _____

Cellular: _____ Email: _____

Please identify if Renter is: Individual Association or Organization
 Non-Profit Corporation Business Entity Other (specify):

If Renter is not an individual, please provide the name and contact information of an authorized representative:

Name of Authorized Representative: _____

Address: _____

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Cellular: _____ Email: _____

Date of Event: _____

Time of Event: _____

Nature of Event: _____

Name, Contact Number and Email of Caterer [Required]

Name, Contact Number and Email of Decorator: _____

Number of Guests [Required]: _____

Fee: [Select one]

Between 8:00 AM to 11:00 PM - \$1150.00 due upon signing this Agreement plus Renter will pay a Security Deposit of \$500.00 for a total of \$1650.00 due upon signing this Agreement. If the premises are not completely vacated by 11:00 PM, the Security Deposit will NOT be returned. (Per Rules and Regulation #14, Renter agrees to keep the noise at a reasonable level below eighty (80) decibels and all amplified sounds must end promptly at 10:00 PM.)

Between 8:00 AM to 2:00 PM - \$800.00 due upon signing this Agreement plus Renter will pay a Security Deposit of \$500.00 for a total of \$1300.00 due upon signing this Agreement. If the premises are not completely vacated by 2:00 PM, the Security Deposit will NOT be returned. (Per Rules and Regulation #14, Renter agrees to keep the noise at a reasonable level below eighty (80) decibels.)

Between 2:00 PM to 11:00 PM - \$950.00 due upon signing this Agreement plus Renter will pay a Security Deposit of \$500.00 for a total of \$1450.00 due upon signing this Agreement. If the premises are not completely vacated by 11:00 PM, the Security Deposit will NOT be returned. (Per Rules and Regulation #14, Renter agrees to keep the noise at a reasonable level below eighty (80) decibels and all amplified sounds must end promptly at 10:00 PM.)

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For all payments or charges by credit card, Renter will pay the transaction fee.

Provision of Alcohol (See Paragraph 3a. of the Rental Agreement)

_____ No alcohol will be served and/or provided including alcohol left in coolers for self-service. Neither will guests bring alcohol for their own consumption. Renter understands there are penalties for this violation.

_____ Alcohol will be served and/or provided. Renter agrees to hire two licensed bartenders and pay an additional fee of \$300.00. If the bar is no-host, Renter will need to procure a temporary liquor license. (Note: self-service coolers or guests providing their own alcohol is NOT allowed. Renter understands there are penalties for this violation.)

Overflow Parking (See Rules and Regulation #15)

_____ Renter will not need overflow parking.

_____ Renter will need overflow parking at Maui Waena.

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RENTAL AGREEMENT

THIS RENTAL AGREEMENT is by and between Binhi at Ani [“Binhi”] and the above-identified Renter [“Renter”], for use of the Binhi at Ani Filipino Community Center [“Center”]:

- a. Renter will rent part of the Center on the date and during the times specified above.
- b. Renter will prepay the entire fee and Security Deposit and any additional fees required (e.g. additional alcohol fee)-.
- c. Other Special Terms:
 - (1) Renter and everyone present will abide by any rules promulgated by the Mayor, the Governor, the Centers for Disease Control and the United States of America. If Renter violates any of the Specific Rules promulgated by the Mayor, the Governor, the Centers for Disease Control, and the United States of America, Binhi has the authority to immediately shut down the event; Binhi will not refund the \$500.00 security deposit; and Renter will be placed on a DO NOT RENT list for no less than two years.

1. COMPLIANCE WITH RULES AND REGULATIONS. Renter has received, read, understands, agrees, and will abide by the “Rules and Regulations for the Use of Binhi at Ani Filipino Community Center” [“Rules and Regulations”] attached hereto as Exhibit “A” and made a part hereof. Binhi has the sole right to amend, at any time and without notice to Renter, the attached Rules and Regulations including the addition, deletion, cancellation, or modification of said Rules and Regulations.

2. DAMAGES AND LOSS. If the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot], including without limitation the Parking lot and/or the Restrooms, or any contents of the Center (including without limitation furniture, equipment, kitchen equipment, tools and/or fixtures) shall be damaged by the act, default, or negligence of Renter; or by Renter’s agents, employees, guests, licensees, contractors, invitees; or by any person admitted to the Center by Renter; or by any person at the Center during Renter’s event, Renter shall immediately pay to Binhi upon demand such sums as shall be necessary to restore the Center; Parking lot; Restrooms; or the contents of the Center; to their present condition save for ordinary wear and tear.

Renter assumes full responsibility for the character, acts, and conduct of all persons admitted to the Center by the consent of Renter; or by or with consent of any person acting for or on behalf of Renter; or by or with consent of Renter’s agents, employees, guests, licensees, contractors, or invitees; or of all persons at the Center during Renter’s event.

All property and/or equipment at the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot] during Renter’s use of the Center that shall become damaged, lost, stolen, or otherwise disappear shall be the sole responsibility of Renter. Renter

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shall be responsible to immediately pay the full replacement costs, less the depreciated value of the property and/or equipment, to the Center.

Renter shall promptly notify the Center of any damage or loss to the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot], Parking lot, Restrooms, or the contents of the Center; or of any incident or injury to any person while at the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot] or Parking lot or Restrooms.

If there is any incident or injury, Renter will have the injured person or the person sustaining any loss or damage to complete the Incident Report provided to Renter and to return the original signed Incident Report directly to Binhi at Ani within twenty-four (24) hours of the end of the Event.

3. PROHIBITED ACTIVITIES. The following items and activities are STRICTLY PROHIBITED at all times and at all places on Center property [including Maui Waena Intermediate School if the Renter has reserved its parking lot] and will result in the immediate cancellation of the Rental of the Center by the Renter.

- a. The sale, consumption and provision of alcoholic beverages and the consumption, use, sale, provision and/or service of air rifles, cigarettes, cigars, electronic cigarettes, explosives, firearms, intoxicating substances, illegal drugs, illegal substances, spring guns, and/or weapons. Center reserves the right to exclude or expel from the Center any person who, in the sole and absolute judgment of the Center, is intoxicated or under the influence of liquor or drugs, or who is a danger to himself or others, or who shall in any manner do any act in violation of this Agreement and/or the attached Rules and Regulations.

EXCEPTION: Renter may furnish alcoholic beverages on the following conditions:

1. Renter at its own expense shall hire two licensed bartenders. At least seven days before the event, Renter shall provide the names of the two licensed bartenders and a copy of their license and valid government-issued identification.
2. Renter shall pay an additional fee of \$300.00.
3. If the bar is no-host, Renter will need to procure a temporary liquor license.
4. All alcohol must be consumed at the Center and not in the parking lots.

SELF-SERVICE COOLERS OR GUESTS PROVIDING THEIR OWN ALCOHOL IS NOT ALLOWED.

- b. Smoking (cigarettes, electronic cigarettes, etc.) is not allowed on any part of the Center, including the parking lots and Maui Waena, including its parking lot. Smoking is only allowed on the public sidewalk on Onehee Avenue in front of the Center.

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- c. Bouncing castles and the like.
- d. The burning of anything in or about the Center.
- e. The cooking of anything in any part of the Center except for the kitchen may be used to keep food warm. Cooking is allowed in the outside area if and only if (1) a Licensed and Insured caterer uses its own gas stove and (2) forty eight (48) hour notice is provided to the Center.
- f. The dumping of grease, oil, coffee grounds, cooked rice, etc., into the sinks or on the grounds of the Center.
- g. The creation of fire hazards. Renter shall not do or permit to be done anything in or on any part of the Center, or bring or keep anything, including without limitation kerosene, gasoline or flammable or combustible fluid or material, at the Center, which will in any way increase conditions of any insurance policy upon the Center, or in any way increase the rate of fire or liability insurance upon the Center, or in any way conflict with the regulations of the fire department or with any of the rules, regulations, or ordinances of the County of Maui. No open flames, fire, tiki torches, fire knife dances, pyrotechnics, sparklers, special effects, and flame or smoke emitting devices are allowed in the Center.
- h. Helium balloons [inside the Center].
- I. The presence of pets and other animals, including petting zoos.
- j. The storage of any items at Center. If any items are stored or left at Center, Binhi will remove and dispose such items, without any notice and without any liability and compensation therefor.
- k. The usage of nails, staples, tacks, and tape on the walls, tables, chairs, or stage floors (except Renter may use scotch tape to affix table coverings to the tables).
- l. The usage of strings or rope.
- m. Water activities.
- n. The placement of any tents.

4. HOLD HARMLESS AND REIMBURSEMENT; CANCELLATION. Renter agrees to defend, indemnify and hold harmless Binhi at Ani and all of its respective officers, directors, members, affiliates, successors, assigns, employees, agents, volunteers, servants, contractors, representatives, trustees, and designees, in their individual and official capacities, against any and all losses, liabilities, injuries, death, damages (including loss of use or property), claims, lawsuits or other proceedings, demands, expenses, judgments, costs (including reasonable attorneys fees and costs), actions and causes of action, arising out of, or in connection with, this Agreement; Renter's use of the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot]; Renter's Event, including without limitation those attending Renter's Event; and Renter will reimburse Binhi for any such damages and expenses (including reasonable attorneys fees and costs). Binhi may cancel this Agreement in the event of fire, Act of God, strike, war, authority of law, public emergency or any case beyond Binhi's control, in which case the liability of Binhi, if any, is strictly restricted to the amount paid and Binhi will not be liable for any general, special, consequential or punitive damages. Renter may cancel this Agreement and

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receive a seventy-five percent (75%) refund only if a written cancellation is provided one hundred eighty days (180) prior to the date of the Event. For any other cancellations by Renter, there will absolutely be no refund.

5. NO AGENCY. Nothing contained in this Agreement shall constitute either party as an agent, legal representative, partner, subsidiary, joint venturer or employee of the other party. Binhi at Ani shall not be of deemed to be an employee, agent, servant, representative or contractor of Renter. Renter shall not be or deemed to be, an employee, agent, servant, representative or contractor of Binhi.

6. DISPUTE RESOLUTION. Except for any amounts due from damages caused by Renter which Binhi may opt to pursue in a court of law, any and all disputes, controversies or claims shall be submitted to final and binding arbitration before a single arbitrator subject to the auspices of Dispute Prevention & Resolution, Inc., in the State of Hawaii, without any discovery or depositions. The arbitrator shall be required to abide by the provisions of this Agreement, the attached Rules and Regulations (and any amendments thereto), and any conditions attached to the approval of the Rental, and shall not modify or alter the same. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. In arbitrations under this Agreement and the attached Rules and Regulations (and any amendments thereto), each party shall bear the cost, fees and expenses of presenting its own case, and half of the arbitrator's fees and administration expenses, unless otherwise ordered by the arbitrator. Each party is entitled to enforce the terms of this Agreement and the attached Rules and Regulations (and any amendments thereto), and the prevailing party is entitled to recover its legal fees and costs. The Parties agree to waive forever any claims for punitive damages.

7. PRONOUNS. All pronouns will be deemed to refer to the masculine, feminine or neuter gender and the singular or plural number as the identity of the person or thing referred to shall require.

8. COMPLETENESS. This Agreement and the attached Rules and Regulations constitute the entire, full, complete and binding agreement between Binhi and Renter concerning the subject matter hereof, and supersedes any other agreements or understandings, oral or written, with respect thereto that may ever have existed between the parties hereto. No amendment, change, or variance from this Agreement shall be valid and binding unless executed in writing and is signed by an authorized representative of Binhi. Notwithstanding the foregoing, Binhi has the sole right to amend, at any time and without notice to Renter, the attached Rules and Regulations including the addition, deletion, cancellation, or modification of said Rules and Regulations.

9. NON-ASSIGNABILITY. This Agreement is not assignable and any purported assignment or transfer by operation of law or otherwise, shall be null and void, and shall constitute a material breach and Binhi has the absolute and sole discretion to terminate this Agreement without opportunity to cure.

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10. SEVERABILITY. If any provision of this Agreement or the attached Rules and Regulations (and any amendments thereto) or the application thereof to any person or circumstance is held invalid by arbitration or court decree, such finding shall not invalidate the remainder of this Agreement or the attached Rules and Regulations (and any amendments thereto) and the application thereof to other persons or circumstances shall not be affected thereby.

11. GOVERNING LAW. This Agreement and the attached Rules and Regulations (and any amendments thereto) shall be governed by the laws of the State of Hawaii both as to interpretation and performance.

12. DULY AUTHORIZED REPRESENTATIVES. The undersigned parties hereby represent and warrant that they are duly authorized representatives of the person or entity for which they sign and are legally entitled to enter binding agreements on its behalf; that they have read this entire document and the attached Rules and Regulations; that they understand the terms and provisions of this document and the attached Rules and Regulations; that they know this document and the attached Rules and Regulations (and any amendments thereto) will affect their legal rights or those of the person or entity they represent; and that they have signed this document and the attached Rules and Regulations knowingly and voluntarily and with full authority of the person or entity they represent.

13. COVID-19 WAIVER AND RELEASE. Renter understands renting the Center may expose Renter and others to the COVID-19 virus. In consideration of accepting this Agreement for the rental of the Center, Renter agrees for Renter, Renter's executors, administrators, assigns and survivors to defend, indemnify and hold harmless Binhi at Ani and all of its respective officers, directors, members, affiliates, successors, assigns, employees, agents, volunteers, servants, contractors, representatives, trustees, and designees, in their individual and official capacities, against any and all losses, liabilities, injuries, death, damages (including loss of use or property), claims, lawsuits or other proceedings, demands, expenses, judgments, costs (including reasonable attorneys fees and costs), actions and causes of action, arising out of, or in connection with, this Agreement; Renter's use of the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot]; Renter's Event, including without limitation those attending Renter's Event; and Renter will reimburse Binhi at Ani for any such damages and expenses (including reasonable attorneys fees and costs). Renter confirms and represents that Renter is familiar with the dangers of the COVID-19 virus, and Renter specifically undertakes to voluntarily assume such risks.

Signature of Renter
If Renter is not an Individual, Signer is Renter's _____

Date: _____

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BINHI AT ANI

_____ Date: _____
Amount Paid \$ _____ Receipt No. _____
_____ Via cash.
_____ Via check No. _____.
_____ Via credit card, including transaction fee.
Keys issued: _____

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**RULES AND REGULATIONS
FOR THE USE OF BINHI AT ANI FILIPINO COMMUNITY CENTER**

1. **COMPLIANCE WITH RULES AND REGULATIONS.** The above-identified Renter is responsible for informing all of its vendors, agents, employees, guests, licensees, contractors, or invitees; or any person admitted to the Binhi at Ani Filipino Community Center [“Center”] by Renter; or any person at the Center during Renter’s event; of these Rules and Regulations (and any amendments thereto).
2. **FAILURE TO COMPLY.** Failure to comply with any of these Rules and Regulations shall disqualify Renter from further and future use of the Center and shall subject Renter to any and all damages.
3. **LOSS OR DAMAGE TO USER; CANCELLATION.** Binhi is not responsible for any damages or loss of the personal property of Renter; Renter’s agents, employees, guests, licensees, contractors, or invitees; any person admitted to the Center by Renter; or any person at the Center during Renter’s Event.

In the event Binhi needs to cancel the Agreement due to fire, Act of God, strike, war, authority of law, public emergency or any case beyond Binhi’s control, Binhi will not be liable for any general, special, consequential or punitive damages and will only be responsible, if any, for the return of any amounts paid.

Renter may cancel this Agreement and receive a seventy-five percent (75%) refund only if a written cancellation is provided one hundred eighty days (180) prior to the date of the Event. For any other cancellations by Renter, there will absolutely be no refund.
4. **CLEANLINESS.** Renter is responsible for leaving the Center arranged in proper order. After the Event, Renter will:
 - a. Place all trash into the trash receptacles inside the Center. (Do not remove the trash receptacles from inside the Center.)
 - b. Remove all decorations.
 - c. Clean the kitchen including without limitation: (1) remove all food from the refrigerator and freezer; (2) wipe up any spills etc. inside or on the appliances and all counters in the kitchen; and (3) clean all sinks and sink strainers. **Renter is responsible for keeping the kitchen clean, even if a third-party caterer was used.**
 - d. Check for and properly dispose of all trash from, if rented, the Maui Waena Intermediate School Parking Lot.
5. **CLOSING AND LOCKING OF CENTER.** Renter is responsible for locking all bathroom and entrance doors and gates and for the closing of all windows and turning off of all lights, fans, and the air conditioning system.

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6. **CONDITION OF CENTER.** Renter accepts and acknowledges the Center in an “as is” condition and assumes any and all risks that may arise from the use of the Center in its as is condition.

Renter agrees to open and close the doors and windows with due care. Immediately prior to the Event, Renter and Center will conduct a walk-through to identify any broken or unsafe conditions. Immediately after the Event, Renter and Center will conduct a final walk-through to identify any damages to the Center.

7. **CURFEW.** The Center must be completely vacated by the designated time on the Agreement. If Renter does not completely vacate the Center by the designated time on the Agreement, Renter will automatically forfeit the Security Deposit.

8. **DAMAGES AND LOSS.** If the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot], including without limitation the Parking lot, the Restrooms, or any contents of the Center (including without limitation furniture, equipment, kitchen equipment, tools and/or fixtures) shall be damaged by the act, default, or negligence of Renter; or by Renter's agents, employees, guests, licensees, contractors, or invitees; or by any person admitted to the Center by Renter; or by any person at the Center during Renter’s Event, Renter shall immediately pay to the Center upon demand such sum as shall be necessary to restore the Center; Parking lot, Restrooms, or the contents of the Center; to their present condition save for ordinary wear and tear.

Renter assumes full responsibility for the character, acts, and conduct of all persons admitted to the Center by the consent of Renter; or by or with consent of any person acting for or on behalf of Renter; or by or with consent of Renter's agents, employees, guests, licensees, contractors, or invitees; or of all persons at the Center during Renter’s Event.

All property or equipment at the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot] during Renter’s use of the Center that shall become damaged, lost, stolen, or otherwise disappear shall be the sole responsibility of Renter. Renter shall be responsible to immediately pay the full replacement costs, less the depreciated value of the equipment, to Binhi.

Renter shall promptly notify Binhi of any damage or loss to the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot], Parking lot, Restrooms, or the contents of the Center; or of any incident or injury to any person while at the Center or Parking lot.

9. **DECORATIONS AND SET UP.** Renter is responsible for all decorations and to comply with the Prohibited Activities paragraph below, even if a third-party decorator is used. All decorations must be free standing. No helium balloons are allowed. Banners on the stage may be affixed only by using the existing hooks. Tables with wheels shall not be set up on

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the stage. No sitting or standing on any tables. No decorations to be affixed to the Building Donor Wall (the Bahay Kubo facade) and any fire sprinkler. No construction is allowed without written permission and specifically no construction and/or attachment of any kind to the stage.

10. **EXITS AND FIRE ALARMS.** Keep all Exits clear in case of any emergency. Do not block or otherwise obstruct the fire extinguishers. Be careful not to have the fire alarm(s) set off. Renter will be responsible for any charges should Binhi be charged for services to reset the alarm.
11. **INTERFERENCE WITH OTHERS.** Renter shall take no action that would create any work stoppage, picketing, interference with Binhi's business, or interference with the business of other Renters, tenants, or occupants of the Center.
12. **KEYS AND AIR CONDITIONING CONTROL.** Keys and the air conditioning control will be issued only upon the day of the event. Keys and the air conditioning control must be returned at the conclusion of the Event by depositing the keys and the air conditioning control into the black mail box outside the main gate. Renter shall be responsible for the keys and air conditioning control and will under no circumstances duplicate the key or release the key and air conditioning control to any other person other than the person signing the Rental Agreement. Renter agrees that it shall be responsible, at its sole expense, for the re-keying of all locks as a result of a lost or damaged key as well as the replacement of the air conditioning control.
13. **LIMITED USE.** The Rental is restricted for the specified Event identified in the Rental Agreement.
14. **NUISANCE AND SOUND LEVELS.** Renter shall not cause or permit any excessive noise, vibration, light, odor or other conditions or effects to emanate from the Center. Renter shall not cause or permit any nuisance to remain upon the Center. Renter acknowledges the Event may affect the surrounding neighborhood and Renter agrees to keep the noise at a reasonable level below eighty (80) decibels and all amplified sounds must end promptly at 10:00 PM.
15. **PARKING.** Parking is restricted to the parking stalls in the Parking Lot. There shall be no Parking at the front entrance, the lanai, or on the grass. There shall be no parking on the street fronting the Center or Maui Waena Intermediate School. If overflow parking at Maui Waena is needed, Renter must complete the appropriate forms.
16. **PAYMENT.** Cash, checks (cashiers, personal or business), money orders or credit cards (Renter will pay for the transaction fee) will be accepted for payment. Checks shall be payable to Binhi At Ani. Third party checks are not accepted. A \$25.00 returned check fee

Initials
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will be charged on any check not honored by the bank for any reason. Failure to make payment in cash or cashier's check within forty eight (48) hours on a returned check and the returned check fee will result in the cancellation of the reservation, and future reservations will be denied.

17. PRESENCE OF MINORS. Minors shall be supervised by an adult at ALL times.

18. PROHIBITED ACTIVITIES. The following items and activities are STRICTLY PROHIBITED at all times and at all places on Center property [including Maui Waena Intermediate School if the Renter has reserved its parking lot] and will result in the immediate cancellation of the Rental of the Center by the Renter.

a. The sale, consumption and provision of alcoholic beverages and the consumption, use, sale, provision and/or service of air rifles, cigarettes, cigars, electronic cigarettes, explosives, firearms, intoxicating substances, illegal drugs, illegal substances, spring guns, and/or weapons. Binhi reserves the right to exclude or expel from the Center any person who, in the sole and absolute judgment of Binhi, is intoxicated or under the influence of liquor or drugs, or who is a danger to himself or others, or who shall in any manner do any act in violation of the Rental Agreement and/or these Rules and Regulations.

1. Renter at its own expense shall hire two licensed bartenders. At least seven days before the event, Renter shall provide the names of the two licensed bartenders and a copy of their license and valid government-issued identification.
2. Renter shall pay an additional fee of \$300.00.
3. If the bar is no-host, Renter will need to procure a temporary liquor license.
4. All alcohol must be consumed at the Center and not in the parking lots.

SELF-SERVICE COOLERS OR GUESTS PROVIDING THEIR OWN ALCOHOL IS NOT ALLOWED.

- b. Smoking (cigarettes, electronic cigarettes, etc.) is not allowed on any part of the Center, including the parking lots and Maui Waena, including its parking lot. Smoking is only allowed on the public sidewalk on Onehee Avenue in front of the Center.
- c. Bouncing castles and the like.
- d. The burning of anything in or about the Center.
- e. The cooking of anything in any part of the Center except for the kitchen may be used to keep food warm. Cooking is allowed in the outside area if and only if (1) a Licensed and Insured caterer uses its own gas stove and (2) forty eight (48) hour notice is provided to Binhi.

Initials
BAAI.1.24

- f. The dumping of grease, oil, coffee grounds, cooked rice, etc., into the sinks or on the grounds of the Center.
- g. The creation of fire hazards. Renter shall not do or permit to be done anything in or on any part of the Center, or bring or keep anything, including without limitation kerosene, gasoline or flammable or combustible fluid or material, at the Center, which will in any way increase conditions of any insurance policy upon the Center, or in any way increase the rate of fire or liability insurance upon the Center, or in any way conflict with the regulations of the fire department or with any of the rules, regulations, or ordinances of the County of Maui. No open flames, fire, tiki torches, fire knife dances, pyrotechnics, sparklers, special effects, and flame or smoke emitting devices are allowed in the Center.
- h. Helium balloons [inside the Center].
- I. The presence of pets and other animals, including petting zoos.
- j. The storage of any items at Center. If any items are stored or left at Center, Binhi will remove and dispose such items, without any notice and without any liability and compensation therefor.
- k. The usage of nails, staples, tacks, and tape on the walls, tables, chairs, or stage floors (except Renter may use scotch tape to affix table coverings to the tables).
- l. The usage of strings or rope.
- m. Water activities.
- n. The placement of any tents.

19. RESTROOMS. The restrooms, urinals, wash bowls, and other facilities shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind shall be thrown inside such facilities. The expense of any breakage, stoppage, or damage resulting from violation of this rule shall be borne by Renter, regardless whether it was Renter or Renter's agents, employees, guests, licensees, contractors, or invitees; or any person admitted to the Center by Renter; or any person at the Center during Renter's Event, who caused the breakage, stoppage or damage.

20. NO SECURITY PROTECTION. Binhi provides no security protection to Renter. Renter is solely responsible for security for its property and person; and the property and person of its agents, employees, guests, licensees, contractors, or invitees; any person admitted to the Center by Renter; or any person at the Center during Renter's Event. Renter shall undertake such security measures as necessary for the protection of Binhi and its property; Renter's property and persons; the property and persons of Renter's agents, employees, guests, licensees, contractors, or invitees; any person admitted to the Center by Renter; and any person at the Center during Renter's Event.

21. SECURITY DEPOSIT. The Security Deposit will be refunded within thirty days after the Event provided, upon the sole determination by Binhi at the end of the Event, restoration of the Center was satisfactorily performed. The Security Deposit will be forfeited to Binhi if

Initials
BAAI.1.24

restoration is not completed at the end of the Agreement or if there is any damage to the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot] or if there are any violations of any Rule or Regulation. If the Renter does not satisfactorily restore the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot], Binhi will perform the necessary restoration, deduct the cost of said restoration from the Security Deposit and recover by any legal means available, any cost in excess of said Security Deposit.

- 22. **NO WAIVER.** The failure of Binhi to enforce at any time any provision of these Rules and Regulations or any amendment shall not constitute a waiver of the right thereafter to enforce the same or any other provision of these Rules and Regulations or any amendment.
- 23. **AMENDMENT OF RULES AND REGULATIONS.** Binhi has the sole right to amend, at any time and without notice to Renter, these Rules and Regulations including the addition, deletion, cancellation, or modification of said Rules and Regulations.

Signature of Renter

Date: _____

If Renter is not an Individual, Signer is Renter's _____

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BAAI.1.24