



**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

(Closed on all State and Federal Holidays)

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

**THIS RENTAL AGREEMENT** is by and between Binhi at Ani and the Renter identified below [“Renter”], for use of the Binhi at Ani Filipino Community Center (including Maui Waena Intermediate School if the Renter has reserved its parking lot) [“Center”] as specified below.

**SPECIAL CONDITIONS FOR PUBLIC HEALTH OR EMERGENCY:**

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

Renter and everyone present will abide by any rules promulgated by the Mayor, the Governor, the Centers for Disease Control and/or 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/or the United States of America, Binhi at Ani has the authority to immediately shut down the event; Binhi at Ani will not refund the security deposit; and Renter will be placed on a DO NOT RENT list for no less than two years.

Further, if any 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 to the above Special Conditions:**

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**RENTER, EVENT, AND FEES;  
INFORMATION ON ALCOHOL, PARKING AND CANCELLATION**

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 following:

Name and Capacity of Authorized Representative: \_\_\_\_\_

Address: \_\_\_\_\_

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 [Required]:

\_\_\_\_\_  
Number of Guests [Required]: \_\_\_\_\_

Fee: [Select one]

\_\_\_\_\_ Between 8:00 AM and 11:00 PM - \$1,300.00 plus General Excise Tax plus a Security Deposit of \$500.00 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 #13, 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 10:00 AM and 11:00 PM - \$1,100.00 plus General Excise Tax plus a

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Security Deposit of \$500.00 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 #13, 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.)

\_\_\_\_\_ Conference Room Rental.

Date: \_\_\_\_\_

Time: From \_\_\_\_\_ to \_\_\_\_\_

Minimum fee of \$250.00 plus General Excise Tax for a maximum of a four hour time segment. Additional time will be charged at the rate of \$75.00 plus General Excise Tax for any portion of an hour.

Payment Method:

\_\_\_\_\_ Cash.

\_\_\_\_\_ Check (No. \_\_\_\_\_). In the event of a returned check, Renter will pay a \$25.00 returned check fee and the entire amount due in cash or cashier's check within twenty-four hours of notification by phone, email or text. Non-payment of said amount as stated will result in an automatic cancellation of the reservation.

\_\_\_\_\_ Credit Card. Renter will pay all transaction fees.

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

\_\_\_\_\_ Alcohol will be served and/or provided. Renter will hire two licensed bartenders and will pay an additional fee of \$300.00.

\_\_\_\_\_ Bar will be no-host. Renter will obtain a temporary liquor license and will provide proof no later than forty-eight hours prior to the beginning time of the Rental.

\_\_\_\_\_ Alcohol will be BYOB or placed in coolers. Renter will pay an additional fee of \$500.00. If Renter does not pay this fee and there is any evidence, as determined solely by Binhi at Ani, including without limitation, photos, social media posts, invitations, etc. of alcohol, the Security Deposit will NOT be returned.

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Overflow Parking (See Rules and Regulation #14)

\_\_\_\_\_ Renter will not need overflow parking.

\_\_\_\_\_ Renter will need overflow parking at Maui Waena.

Cancellations (See Paragraph 4 of this Rental Agreement). Renter may cancel this Agreement and receive a seventy-five percent (75%) refund only if a written cancellation is provided one hundred eighty (180) days prior to the date of the Event. For any other cancellations by Renter, there will absolutely be no refund.

### GENERAL CONTRACT TERMS

**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 at Ani has the sole right to amend, at any time and without notice to Renter, the attached Rules and Regulations including the addition, deletion, cancellation, modification or replacement of any part or all 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 at Ani upon demand such sums as shall be necessary to restore the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot]; 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 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 Binhi at Ani 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

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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 (Exhibit "B") 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. Binhi at Ani reserves the right to exclude or expel from the Center any person who, in the sole and absolute judgment of Binhi at Ani, 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 only 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.
    - A. Renter shall pay an additional fee of \$300.00.
    - B. If the bar is no-host, Renter will need to procure a temporary liquor license and will provide proof no later than forty-eight hours prior to the beginning time of the Rental.
  2. Alcohol will be BYOB or placed in coolers.
    - A. Renter agrees to pay an additional fee of \$500.00.
    - B. If Renter does not pay this fee and there is any evidence, as determined solely by Binhi at Ani, including without limitation, photos, social media posts, invitations, etc. of alcohol, the Security Deposit will NOT be returned.
  3. All alcohol must be consumed at the Center and not in the parking lots.
- 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 outside 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 Binhi at Ani.
- 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 Binhi at Ani, or in any way increase the rate of fire or liability insurance upon Binhi at Ani, 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 or 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 the Center. If any items are stored or left at the Center, Binhi at Ani will remove and dispose such items at Renter's cost, 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 at Ani for any such damages and expenses (including reasonable attorneys fees and costs).

Binhi at Ani may cancel this Agreement in the event of fire, Act of God, strike, war, authority of law, public emergency or any case beyond Binhi at Ani's control, in which case the

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liability of Binhi at Ani, if any, is strictly restricted to the amount paid and Binhi at Ani will not be liable for any general, special, consequential or punitive damages.

Renter may cancel this Agreement and receive a seventy-five percent (75%) refund only if a written cancellation is provided one hundred eighty (180) days 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 or 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 at Ani.

**6. DISPUTE RESOLUTION.** Except for any amounts due from damages caused by Renter which Binhi at Ani 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 at Ani 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 at Ani. Notwithstanding the foregoing, Binhi at Ani 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

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or transfer by operation of law or otherwise, shall be null and void, and shall constitute a material breach and Binhi at Ani has the absolute and sole discretion to terminate this Agreement without opportunity to cure.

**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. HEALTH RISKS WAIVER AND RELEASE.** Renter understands renting the Center may expose Renter and others to health risks. 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 potential of health risks, and Renter specifically undertakes to voluntarily assume such risks.

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

Date: \_\_\_\_\_

**BINHI AT ANI**

\_\_\_\_\_  
Date: \_\_\_\_\_

Receipt No. \_\_\_\_\_

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.** Binhi at Ani 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 at Ani needs to cancel the Agreement due to fire, Act of God, strike, war, authority of law, public emergency or any case beyond Binhi at Ani’s control, Binhi at Ani 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.
4. **CLEANLINESS.** Renter shall provide their own trash bags (45 gallon). Throughout the Event, Renter shall dispose of any accumulated trash into the wastebin. 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 as the Cleaners will, after the Event, empty the trash receptacles. Do not move the tables or chairs as Cleaners will clean the tables and rearrange. Do not sweep or mop the floors as Cleaners will professionally sweep and mop the floors.)
  - b. Remove all decorations.
  - c. Clean the kitchen including without limitation: (1) remove all food from the refrigerator and freezer; (2) wipe 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.

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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.
6. **CONDITION OF CENTER.** Renter accepts and acknowledges the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot] in an “as is” condition and assumes any and all risks that may arise from the use of the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot] 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 Binhi at Ani will conduct a walk-through to identify any broken or unsafe conditions. After the Event, Binhi at Ani will notify Renter to identify any damages to the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot].
7. **CURFEW.** The Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot] must be completely vacated by the designated time on the Agreement. If Renter does not completely vacate the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot] by the designated time on the Agreement, Renter will automatically forfeit the Security Deposit.
8. **DECORATIONS AND SET UP.** Renter is responsible for all decorations and to comply with the Prohibited Activities paragraph in the Rental Agreement, 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 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.
9. **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 at Ani be charged for services to reset the alarm.
10. **INTERFERENCE WITH OTHERS.** Renter shall take no action that would create any work stoppage, picketing, interference with Binhi at Ani’s business, or interference with the business of other Renters, tenants, or occupants of the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot].
11. **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

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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 of re-keying of all locks as a result of a lost or damaged key as well as the replacement of the air conditioning control.

12. **LIMITED USE.** The Rental is restricted for the specified Event identified in the Rental Agreement.
13. **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.
14. **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.
15. **PRESENCE OF MINORS.** Minors shall be supervised by an adult at ALL times.
16. **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.
17. **NO SECURITY PROTECTION.** Binhi at Ani 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 at Ani 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.

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- 18. SECURITY DEPOSIT.** The Security Deposit will be refunded within thirty days after the Event provided, upon the sole determination by Binhi at Ani at the end of the Event, restoration of the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot] was satisfactorily performed. The Security Deposit will be forfeited to Binhi at Ani if 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 General Contract Terms, Rules or Regulations. If the Renter does not satisfactorily restore the Center [including Maui Waena Intermediate School if the Renter has reserved its parking lot], Binhi at Ani 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.
- 19. NO WAIVER.** The failure of Binhi at Ani 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.
- 20. AMENDMENT OF RULES AND REGULATIONS.** Binhi at Ani has the sole right to amend, at any time and without notice to Renter, these Rules and Regulations including the addition, deletion, cancellation, modification or replacement of any part or all of said Rules and Regulations.

\_\_\_\_\_ Date: \_\_\_\_\_  
 Signature of Renter  
 If Renter is not an Individual, Signer is Renter's \_\_\_\_\_

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# **BINHI AT ANI FILIPINO COMMUNITY CENTER INCIDENT REPORT**

Name of Person submitting report \_\_\_\_\_

Address \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_ Cellular \_\_\_\_\_

E-mail \_\_\_\_\_

Relationship to Incident: \_\_\_\_\_ Injured/Affected Person \_\_\_\_\_ Witness \_\_\_\_\_ Other: \_\_\_\_\_

Date of Incident \_\_\_\_\_ Time of Incident \_\_\_\_\_

Specific Location of Incident \_\_\_\_\_

Please describe in detail what happened: \_\_\_\_\_

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**If you sustained any loss, please describe the nature of your loss:**

\_\_\_\_\_  
**Property damage:** \_\_\_\_\_

\_\_\_\_\_  
**Physical injuries:** \_\_\_\_\_

\_\_\_\_\_  
**Medical bills:** \_\_\_\_\_

\_\_\_\_\_  
**Other:** \_\_\_\_\_

**If you were injured, please state whether any medical attention was needed, and what type and by whom:**

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Name and Daytime Phone No of Witnesses \_\_\_\_\_

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	_____ <b>Signature</b>	_____ <b>Date</b>
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**Name of Person receiving this report:** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone (Day)** \_\_\_\_\_ **Telephone (Evening)** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**Date and Time Received** \_\_\_\_\_