



“The WCA serves the entire North Shore Community with meaningful educational and recreational programs. The WCA is a gathering place where children, teens, adults and seniors are encouraged to engage in meaningful social activities that stimulate and support individuals and community.”

Long Term Gym Rental Agreement

2023

SECTION 1		APPLICANT
CONTACT NAME:		
ADDRESS:		
CITY:		Main Phone:
STATE:		Alt Phone:
ZIP:		E-mail:

SECTION 2	TYPE OF BUSINESS/ACTIVITY
SERVICES TO BE PROVIDED:	
How does this relate to the mission of the Waialua Community Association?	

SECTION 3	USE OF FACILITIES
DAYS REQUESTED:	
TIME REQUESTED:	
FREQUENCY OF PROGRAM:	
ADDITIONAL NOTES:	

SECTION 4	SIGNATURE AND RENTAL PAYMENT
<p>Currently the fee is \$25.00 + the current GE Tax per hour unless other arrangements have been made or authorized by the WCA. The WCA reserves the right to increase this fee from time to time. You will be informed should the rate change. The applicant will pay one month's rental fee as a security deposit to secure time and space for service(s)/program(s) requested. Monthly rent is due on the 1st of each month for the month being used. Applicant will let the WCA office know in writing (email acceptable) at least one week in advance for any days that they will not be using the facility. Days not used will be prorated and adjusted in the next month's rent only if notice is given. There will be a \$25.00 late fee charged to your account if rent is not paid by the 10th day of the month. There will be a \$30.00 return check fee for non-sufficient funds.</p>	

No.	Initial	Terms
1		The applicant will submit written progress reports to the WCA as requested. These reports shall consist of statements by the applicant relating to their service(s)/program(s), the nature of their service(s)/program(s), a current listing of all participants and identification of any recommendations deemed pertinent by the applicant.
2		The applicant agrees that the cancellation of the contract shall be done in writing at least one month in advance. Failure to do so will result in forfeiture of the deposit.

SECTION 5

TERMS AND CONDITIONS

In this section, we have laid out all the terms and conditions for use of the WCA facilities. There will be no exceptions to these rules and the rules will be strictly enforced. Failure to follow the rules as laid out will result in forfeiture of the deposit and possible termination of the contract. Please read these carefully and initial each of the terms/conditions listed below.

3		Applicant has exclusive rights to the rented space during the hours requested in this application. The only exception to exclusivity is use of the restroom and Kitchen facilities by other tenants and staff.
4		Rent will be charged even though the tenant may choose not to use their space during their reserved time. There will be no rebates.
5		The applicant understands that their program is subject to cancellation at the request of the WCA when the need arises with 2 weeks notice except in cases of emergency as determined by the WCA Trustees. All fees paid shall be credited to the next month's rent.
6		There shall be absolutely <u>NO ALCOHOLIC BEVERAGES</u> allowed on the premises at any time.
7		Smoking is prohibited inside all WCA buildings. Smoking is only permitted 20 feet from the WCA buildings. Please dispose of all cigarette butts properly and do not litter. Open flames are not allowed.
8		A Lock Box code will be provided to the tenant. This code shall not be shared with group participants and shall be the responsibility of the applicant or designated person. Keys will not be provided. There is a \$50.00 charge for each key lost or not returned to the lock box.
9		The WCA has included in its rental price the cost of electricity and maintenance for all rentals. If there is the need for electrical requirements beyond lights, a/c, one computer with printer, and a telephone, this will be discussed prior to signing the rental agreement. A charge to cover additional electrical usage will be negotiated and included in the contract.
10		Tables and chairs will be provided at no additional charge and cannot be removed from the WCA unless approved by the President or Vice President.

11	<p>The applicant shall assume full responsibility / liability for any injury to any and all persons whether they are agents, employees or the public in general, arising out of the use or occupancy of the WCA that is caused by the applicant, their agents, employees, guests, licensees or invitees. The applicant shall indemnify, defend, hold and save the WCA harmless from and against any loss, liability, actions, causes by reason of the occupation, use or acts done or performed by the applicant, his agents, employees, guests, licensees, or invitees. The applicant agrees to make no claim of any nature whatsoever against the management of the WCA. This limitation of liability shall cover loss by theft, damage, or destruction of goods, injury to the applicant, his agents, employees, guests, licensees or invitees while on the WCA premises. Insurance Coverage. Renter needs to add the WCA to this policy as additional insured.</p>
12	<p>The WCA requires \$1,000,000 General Liability this policy as additional insured. Failure to provide proof of coverage within 60 days of signing will void this contract</p>
13	<p>The WCA's goal is to maximize the use of its facilities in order to provide as many programs space for their activities. Should your program take a leave of absence from using the facility resulting in loss of revenue to the WCA, the WCA reserves the right to make your date and time available to another program.</p> <p>If the facility is rendered unusable or unsafe due to but not limited to fire, flood, loss of electricity, or leaks, tenants will not be charged rent until the facility is restored to a usable condition.</p>
14	<p>All Tenants are required to be members of the Waiialua Community Association. Applications for membership are available in the office and online at waiialuacommunityassociation.org.</p>
15	<p>Exceptions. NIL</p>

I have read the terms and conditions and fully understand the terms and conditions of this contract. My signature below signifies that I will abide by the terms and conditions thereof, and hold forth this contract as a legal document.

I UNDERSTAND THAT PAYMENTS ARE FOR THE MONTH I PLAN TO USE AND NOT THE MONTH BEFORE. I FURTHER UNDERSTAND THAT BY THIS AGREEMENT I AM RESPONSIBLE TO PAY THE ENTIRE MONTHLY RENTAL BASED ON THE DAYS I RESERVED REGARDLESS IF THOSE DAYS ARE USED OR NOT (EXCEPT AS NOTED ABOVE). ANY DEDUCTIONS FROM YOUR MONTHLY RENT AGREEMENT MUST BE APPROVED AND WILL BE REDUCED BY THE WCA AND NOT BY THE RENTER. IF FEE IS REDUCED FOR APPROVED DAYS OFF, THAT REDUCTION WILL BE REFLECTED ON YOUR NEXT INVOICE.

Signature of Authorized Person:	
Printed Name of Authorized Person:	
Date:	

WCA OFFICE USE ONLY			
Date Signed Contract Received:		Date of Deposit:	
Receipt Number:		Office Manager Initial:	
Executive Committee Member Signature:			
Additional Comments:			