













**RELEASE, DISCHARGE AND INDEMNITY #2**

This Release and Indemnity executed on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, of \_\_\_\_\_

herein referred to as HOST:

**W I T N E S S E T H**

WHEREAS, HOST will be hosting a party on \_\_\_\_\_, 20\_\_\_\_, at PALAMA SETTLEMENT, 810 N. Vineyard Boulevard, Honolulu; and

WHEREAS, PALAMA SETTLEMENT, (hereafter referred to as PALAMA) will be providing the premises for the event; and

WHEREAS, HOST desires to furnish his guests with alcoholic beverages and foodstuffs prepared outside the premises by HOST or by others in behalf of HOST; and

WHEREAS, PALAMA is agreeable to providing the premises only on the condition that HOST release, save and hold it harmless, and indemnify it from any claim or liability resulting from the use of alcoholic beverages on the premises and the consumption of foodstuffs brought to the premises by HOST;

NOW, THEREFORE, in consideration of being permitted to serve and furnish alcoholic beverages and foodstuffs to the guests at the party hosted by HOST at PALAMA, 810 N. Vineyard Boulevard, Honolulu, Hawaii, 96817 on \_\_\_\_\_, 20\_\_\_\_, the HOST, for themselves, their respective spouses, legal representatives, heirs and assigns, hereby release and discharge PALAMA, all its officers

and employees, for any and all liability claims for illness, injury, losses, or damages resulting from consumption of alcoholic beverages and consumption of foodstuff on the premises.

HOST further agrees to indemnify PALAMA against loss, liability, damage or cost, including reasonable attorney's fees and expenses of defending against claims and suits, that it may incur due to any liability claim resulting from illness, injury, accident, or death resulting from the consumption of alcoholic beverages or consumption of foodstuffs brought on the premises by HOST for the benefit of his guests at the party on \_\_\_\_\_, 20\_\_\_\_\_.

HOST expressly agrees that this release, discharge, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii, and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

IN WITNESS WHEREOF, HOST has executed this release at Honolulu, Hawaii the day and year first above written.

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HOST



**ATTACHMENT I - FACILITY RENTAL RATES AND INFORMATION as of 01.05.2024**

<b>DINING HALL (Rate per Hour)</b> (State General Excise Tax will be added to ALL rentals)							
<b>DAY</b>		<b>HOURS</b>				<b>Security/ Cleaning</b>	
Sunday -Thursday		8:00 AM - 8:00 PM				\$300	
Friday - Saturday		8:00 AM - 10:00 PM					
<b>Dining Room/ Lanai/ Kitchen (Capacity ~275)</b>		<b>Lanai (Capacity ~80 - 100)</b>		<b>Dining Room and Lanai (Capacity ~200)</b>		<b>Full Industrial Kitchen (CERTIFIED)</b>	
Regular	Non-Profit/ Tenant	Regular	Non-Profit/ Tenant	Regular	Non-Profit/ Tenant	Regular	Non-Profit/ Tenant
\$220	\$175	\$70	\$50	\$160	\$125	\$70	\$50

Lanai Rental Includes: 8 - Lanai Picnic Benches and Parking

Dining Hall Rental Includes: 12 - 8' Tables, 10 - 6' Tables, and 8 - 5' Round Tables, 200 chairs, 8'x12' Stage, and Parking.

<b>RECREATION (Rate per Hour)</b> (State General Excise Tax will be added to ALL rentals)			
<b>AVAILABLE DAYS</b>		<b>HOURS</b>	
Sunday - Saturday		8:00 AM - 9:00 PM	
Type of Rental	Regular	Non-Profit/ Tenant	Security/ Cleaning Deposit
<b>Full Gym</b>	\$165	\$155	\$300
<b>Small Court</b>	\$65	\$54	\$250
<b>Large Court</b>	\$120	\$115	\$250
<b>Gym Lanai</b>	\$55	\$44	\$200
<b>Field</b>	\$120	\$96	\$300
<b>Multipurpose</b>	\$60	\$50	\$150
<b>Pool</b>	Private Rentals 1-25 \$90 26-50 \$120	Teams/Clubs/Schools/ Swim & Water Polo Clubs \$65	\$250
<b>Conference Room #205 or #206</b>	\$60	\$48	\$100
<b>Rath Conference Room</b>	\$60	\$48	\$100

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## ATTACHMENT I - FACILITY RENTAL RATES AND INFORMATION as of 01.05.2024

**RESERVATION SECURITY & CLEANING DEPOSIT:** Deposit is required to hold the date of event. Cancellations must be made at least 60 days in advance to receive a full refund. A portion or **ALL** of the deposit will be forfeited if a cancellation is made as follows: (1) \$100 of the deposit is forfeited if the cancellation is 31 - 59 days prior to the event; (2) **ALL** of the deposit is forfeited if the cancellation is less than 30 days prior to the event; or (3) The security and cleaning deposit is forfeited if the facility is not left in good and clean condition it was found; the trash bags are not placed in the designated dumpster; or if any rule is violated by any person attending the function.

*Security deposits are refunded within seven (7) to fourteen (14) working days after the scheduled reservation and/or when all conditions of the contract are met – no damage to facility or property, cleaning, decorating requirements, rental equipment removal and rental time observed. Security deposit will be returned to the Renter/Responsible Party in a form of a check.*

**FULL PAYMENT:** Must be made 30 days prior to the event or the event will be cancelled. Any refunds due to the renter will be processed within two weeks, then mailed via US Postal Service.

**RESERVATIONS:** A facility rental is not confirmed until: (1) FACILITY USE APPLICATION is completed, signed, and submitted including all necessary forms and waivers; (2) Cleaning and Reservation Deposit is received; and (3) The FACILITY USE APPLICATION is approved by either the Recreation Director, Support Services, and the Executive Director. Should another request come in for the same date and time, and for which have completed all 3 steps prior to the first inquirer, the second inquirer will receive approval. No exceptions. The date desired will be verified as available prior to accepting the above documents. If there is a mistaken overlap, the first renter will be awarded the date and time.

**RETURNED CHECK/ Credit Card payment:** There is a service charge of \$35.00 for all returned checks and could lead to the termination of reservations. If there is a returned check or credit card payment is not accepted by the credit card company 30 days or less prior to the event, payment must be made immediately in CASH ONLY, from Monday through Friday, and during the hours of 8:30 - 4:30 pm. THERE WILL BE A 4% SURCHARGE ON ALL CREDIT CARD PAYMENTS.

**NON-PROFIT ORGANIZATIONS:** Nonprofit organizations that submit an IRS Letter of Determination with the Facility Use Application (**Organization must be present at the event**), will receive the discounted rate.

**TENANTS:** All tenants (**must be present at the event**) will receive the discounted rate.

**CERTIFICATE OF LIABILITY INSURANCE:** **ALL** renters for the Recreation area as well as Businesses and Organizations that rent the Dining Hall/ Meeting use area must submit a Certificate of Insurance naming Palama Settlement as additional insured. The form can be sent to the email address below or mailed in.

**SPECIAL DUTY POLICE OFFICER (SDPO) OR SHERIFF REQUIRED FOR ALL DINING HALL EVENTS:** ONE OFFICER/ SHERIFF FOR GROUP OF UP TO 100 PEOPLE; TWO OFFICERS/ SHERIFFS FOR GROUP OF 101-275 PEOPLE. Meetings without food or beverage will be evaluated on a case-by-case basis. If there are more people than the amount specified, Palama Settlement and the SDPO/ SHERIFF on duty has the right to shut down the event for safety reasons. If needed, HPD will be called for assistance. Deposit and fees will be forfeited.

*Palama Settlement requires the facility renter to provide confirmation of hiring any SDPO or Sheriff at least 14 days before the event.*

I have read and accept all the information published on this Facility Rental Rates and Information.

**Responsible Party Initial:** \_\_\_\_\_ **Date:** \_\_\_\_\_