

## **KUAPO ROOM AT THE SOHO RESERVATION FORM**

Owners or Occupants of a Lot pursuant to lease agreement with an Owner (“HOOPILI RESIDENT”) wishing to obtain a confirmed reservation date for the Kuapo Room at The SoHo **must:**

1. Fill out and submit this **Reservation Form**;
2. Sign the **Multifunction Room Usage Agreement**; **AND**
3. Pay a **\$260 usage fee** for a rental period of 4 hours between 10:00 am and 8:00 pm and a **\$100 refundable security deposit** by two separate checks\* made payable to “**HO’OPILI COMMUNITY ASSOCIATION**” (NO CASH WILL BE ACCEPTED)

\*THERE WILL BE AN ADDITIONAL \$35 RETURN CHECK FEE FOR ALL CHECKS NOT HONORED BY YOUR BANK. MORE THAN ONE RETURNED CHECK WILL REQUIRE PAYMENT BY CASHIER’S CHECK ONLY.

HOOPILI RESIDENTS also have the option of completing this reservation process and accepting the terms of the Multifunction Room Usage Agreement online subject to availability of the Kuapo Room at such time and making the required deposits via credit card.

Currently, only one reservation is available per day for a 4-hour rental period between the hours of 10:00 am and 9:00 pm daily, except Tuesdays as the pool is closed for maintenance.

**Cancellation and Refund Policy:** You may cancel your reservation without charge *until 7:00 am one week (seven days)* prior to the date of your function by notifying the Ho’opili Community Association in writing by email to [soho@hoopilicommunity.com](mailto:soho@hoopilicommunity.com). One week before your function, the \$260 usage fee shall be non-refundable. Therefore, by way of example, if your reservation is for January 15, you may cancel your reservation up through 6:59 am on January 8 without charge. On January 8 at 7:00 am, the \$260 usage fee shall be non-refundable and your check will be deposited if you paid the usage fee via check, or your credit card will be charged.

**Condition of Space(s):** The General Manager or appointed representative will be responsible for inspecting the space after the function concludes to determine if a refund of the security deposit is appropriate. At the conclusion of your function, if the space, including the building itself, appliances (if applicable), furniture and other equipment made available to you, is left in the same condition as prior to your function, we will return your security deposit. If there are damages or the space is left in an untidy condition, the cost to repair the damage or conduct clean-up in an amount up to the \$100 security deposit will be assessed. You will be responsible to reimburse the Hoopili Community Association for any cost to repair damage or conduct clean-up in excess of the \$100 security deposit.

**PRINT Full Name of HOOPILI RESIDENT Completing this Reservation Form:**

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FIRST MIDDLE  
LAST

**Subdistrict/Association Name:** \_\_\_\_\_ **Lot/Unit Number:** \_\_\_\_\_

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

Street Address

City

State

Zip

**Contact Phone (Including Area Code):** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Reservation Date:** \_\_\_\_\_

**# of Guests:** \_\_\_\_\_

**Type of Function:** \_\_\_\_\_

**HOOPILI RESIDENT ACKNOWLEDGES HAVING READ THIS RESERVATION FORM AND MULTIFUNCTION ROOM USAGE AGREEMENT IN FULL. BY SIGNING THIS RESERVATION FORM, HOOPILI RESIDENT AGREES TO ALL OF THE TERMS OF HEREIN AND IN THE MULTIFUNCTION ROOM USAGE AGREEMENT.**

\_\_\_\_\_  
PRINT HOOPILI RESIDENT NAME

\_\_\_\_\_  
SIGNATURE OF HOOPILI RESIDENT DATE

**RESERVATION CONFIRMED (Reservation Not Confirmed Until Signed):**

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Ho'opili Community Association  
GM (Thomas Chernin) Signature

**RECEIPT OF USAGE FEE (\$260) AND SECURITY DEPOSIT (\$100) ACKNOWLEDGED (Payable to HO'OPILI COMMUNITY ASSOCIATION):**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ A.M./P.M.

Usage Fee Check No. \_\_\_\_\_

By: \_\_\_\_\_

Security Deposit Check No. \_\_\_\_\_

## KONANE PARK PAVILION USAGE AGREEMENT

Owners or Occupants of a Lot pursuant to lease agreement with an Owner (“HOOPILI RESIDENT”) wishing to obtain a confirmed reservation date for the **KONANE PARK PAVILION** must:

4. Fill out and submit this **Reservation Form**;
5. Sign the **Multifunction Room Usage Agreement**; **AND**
6. Pay a **\$260 usage fee** for a rental period of 4 hours between 10:00 am and 9:00 pm and a **\$100 refundable security deposit** by two separate checks\* made payable to “**HO’OPILI COMMUNITY ASSOCIATION**” (NO CASH WILL BE ACCEPTED)

**Cancellation and Refund Policy:** You may cancel your reservation without charge *until 7:00 am one week (seven days)* prior to the date of your function by notifying the Ho’opili Community Association in writing by email to [soho@hoopilicommunity.com](mailto:soho@hoopilicommunity.com). One week before your function, the \$260 usage fee shall be non-refundable. Therefore, by way of example, if your reservation is for January 15, you may cancel your reservation up through 6:59 am on January 8 without charge. On January 8 at 7:00 am, the \$260 usage fee shall be non-refundable and your check will be deposited if you paid the usage fee via check, or your credit card will be charged.

Reference is made to those certain Ho’opili Master Association Rules adopted June 6, 2017, as amended (“**Community Rules**”). Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Community Rules.

You, as an Owner or Occupant of a Lot pursuant to a lease agreement with an Owner (“**HOOPILI RESIDENT**”), have requested and Ho’opili Community Association has agreed to permit HOOPILI RESIDENT to conduct a function at the Pavilion at Konane Park (“**Property**”), on the reservation date confirmed by Ho’opili Community Association (“**Reservation Date**”), subject to the terms and conditions of this Pavilion Usage Agreement (“**Agreement**”).

1. Authorization to Conduct a Function at Ho’opili. Ho’opili Community Association grants to HOOPILI RESIDENT and up to 59 guests, inclusive of HOOPILI RESIDENT (subject to change depending on City & County of Honolulu and State COVID-19 regulations), permission to enter and use the Property, on the Reservation Date between the hours of 7:00 am and 7:00 pm (“**Authorized Usage Period**”), to conduct a function at the Property. HOOPILI RESIDENT acknowledges and agrees to a function only during the Authorized Usage Period on the Reservation Date. HOOPILI RESIDENT’s usage of the Property shall be valid only during the Authorized Usage Period on the Reservation Date.

2. "As-Is;" Assumption of the Risk. HOOPILI RESIDENT hereby acknowledges and agrees that Ho’opili Community Association has not made any representations or warranties concerning the condition of the Property, and HOOPILI RESIDENT accepts the Property in its "as-is" condition. Furthermore, HOOPILI

RESIDENT hereby assumes all risks associated with conditions existing in, on or under the Property and all natural and manmade conditions associated therewith. HOOPILI RESIDENT, on behalf of itself and the guests of HOOPILI RESIDENT, hereby releases and discharges Ho'opili Community Association and D.R Horton, Inc., its affiliates and subsidiaries, from any and all damages, charges, claims, causes of action or detriment whatsoever, both, known and unknown, foreseeable or unforeseeable arising from or related to all such pre-existing conditions of the Property.

3. Indemnity. HOOPILI RESIDENT shall, on behalf of itself and the guests of HOOPILI RESIDENT, indemnify and hold harmless Ho'opili Community Association, D.R. Horton, Inc., and their respective officers, directors, shareholders, parent company, affiliates, subsidiaries, employees, agents, representatives, and assigns (collectively, "**Indemnified Parties**") from and against any and all claims, demands, causes of action, damages (including, but not limited to, bodily injury, death and property damage, whether direct, consequential or punitive), liens, liabilities, losses, costs and expenses (including reasonable attorneys' fees and costs) (collectively, "**Claims**"), caused by, related to or arising out of use of the Property by HOOPILI RESIDENT and the guests of HOOPILI RESIDENT (collectively, "**HOOPILI RESIDENT PARTIES**"). The indemnity obligations contained in this Paragraph shall survive the expiration or termination of this Agreement.

4. Compliance with Laws and Community Rules. HOOPILI RESIDENT agrees that, at all times during the Authorized Usage Period, the HOOPILI RESIDENT PARTIES (i) shall comply with all laws, rules and regulations applicable to its entry onto, activities on, and use of the Property, including, without limitation, the Community Rules, and (ii) shall, at its sole cost and expense, faithfully observe and promptly comply all local, state and federal laws, statutes, ordinances and governmental rules, regulations and requirements now in force or which may hereafter be in force with respect to use of the Property including, but not limited to, hazardous materials laws. If there are any licenses, approvals, authorizations or permits required by any governmental agency or authority, HOOPILI RESIDENT shall be solely responsible for obtaining them at HOOPILI RESIDENT's sole cost. Without limitation of the foregoing, **HOOPILI RESIDENT agrees that HOOPILI RESIDENT has read and understands and shall fully comply with the Community Rules and any other supplemental rules of the Ho'opili Community Association. NO SMOKING OR ALCOHOL IS PERMITTED ANYWHERE WITHIN KONANE PARK.**

5. Usage Fee and Security Deposit. This Agreement shall not be effective unless and until HOOPILI RESIDENT has deposited with Ho'opili Community Association the designated usage fee and security deposit. At the conclusion of the Authorized Usage Period, if the Property, including the building itself, appliances (if applicable), furniture and other equipment made available to HOOPILI RESIDENT, is left in the same condition as prior to the Authorized Usage Period, Ho'opili Community Association will return the security deposit to HOOPILI RESIDENT. If there are damages or the Property is left in an untidy condition, the cost to repair the damage or conduct clean-up in an amount up to the security deposit will be assessed against the security deposit. HOOPILI RESIDENT will be responsible to reimburse the Hoopili Community Association for any cost to repair damage or conduct clean-up in excess of the security deposit.

6. No Assignment; Binding. This Agreement cannot be assigned by HOOPILI RESIDENT, voluntarily or by operation of law, without the prior written consent Ho'opili Community Association. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

If the foregoing correctly reflects your understanding, please so indicate by executing this Agreement in the space indicated below with your written or digital signature.

**PRINT Full Name of HOOPILI RESIDENT Completing this Reservation Form:**

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FIRST MIDDLE  
LAST

**Subdistrict/Association Name:** \_\_\_\_\_ **Lot/Unit Number:** \_\_\_\_\_

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

Street Address

City

State

Zip

**Contact Phone (Including Area Code):** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Reservation Date:** \_\_\_\_\_

**# of Guests:** \_\_\_\_\_

**Type of Function:** \_\_\_\_\_

**HOOPILI RESIDENT ACKNOWLEDGES HAVING READ THIS RESERVATION FORM AND MULTIFUNCTION ROOM USAGE AGREEMENT IN FULL. BY SIGNING THIS RESERVATION FORM, HOOPILI RESIDENT AGREES TO ALL OF THE TERMS OF HEREIN AND IN THE MULTIFUNCTION ROOM USAGE AGREEMENT.**

\_\_\_\_\_  
PRINT HOOPILI RESIDENT NAME

\_\_\_\_\_  
SIGNATURE OF HOOPILI RESIDENT DATE

**RESERVATION CONFIRMED (Reservation Not Confirmed Until Signed):**

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Ho'opili Community Association  
GM (Thomas Chernin) Signature

**RECEIPT OF USAGE FEE (\$260) AND SECURITY DEPOSIT (\$100) ACKNOWLEDGED (Payable to HO'OPILI COMMUNITY ASSOCIATION):**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ A.M./P.M.

Usage Fee Check No. \_\_\_\_\_

By: \_\_\_\_\_

Security Deposit Check No. \_\_\_\_\_