



**HOOPILI RECREATIONAL FACILITY
USAGE AGREEMENT**

In connection with a request ("**Reservation Request**") to conduct a function at the Ho'opili Recreational Facility ("**Recreational Facility**"), this Usage Agreement has been acknowledged by the person identified in the Reservation Request as "Ho'opili Resident" (as used in this Usage Agreement, "**you**" or "**your**", or sometimes "**Ho'opili Resident**"). See the "Schedule of Recreation Facilities and Fees" at the end of this document.

All reservations must be made online on the Ho'opili Community Association website, hoopilihoa.com. Requests made in-person, via paper form, or by email will not be accepted. As of January 1, 2024, see <https://hoopilihoa.com/community-information/community-amenities/> and select the "Book Now" button under the Recreational Facility you wish to reserve.

BY SUBMITTING THE RESERVATION REQUEST, YOU HAVE INDICATED YOUR AGREEMENT AND ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS USAGE AGREEMENT. THIS USAGE AGREEMENT SHALL BE VALID AND BINDING BETWEEN YOU AND HO'OPILI COMMUNITY ASSOCIATION ON THE DATE YOU MAKE THE RESERVATION REQUEST. YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS USAGE AGREEMENT ARE REAFFIRMED BY YOU AS OF THE DATE OF YOUR FUNCTION AT THE RECREATIONAL FACILITY.

PLEASE READ THIS USAGE AGREEMENT IN ITS ENTIRETY.

You and the Ho'opili Community Association ("**Association**") have agreed as follows:

1. Definitions. Capitalized terms used in this Usage Agreement without definition shall have the meanings assigned to such terms in the Ho'opili Master Association Rules, amended and restated April 20, 2023, as the same may be further amended and or restated ("**Community Rules**").
2. Use by Ho'opili Residents only. Use of all Recreational Facilities in Ho'opili is limited to (i) an Owner of a Lot or Unit within a Ho'opili Subdistrict or Community that may access the Recreational Facility, (ii) the Occupant of a Lot or Unit within a Ho'opili Subdistrict pursuant to a valid lease or rental agreement with the Owner, (iii) the immediately family members or such an Owner or Occupant, and (iv) the guests of any of the foregoing.
3. Authorization to Conduct a Function at the Recreational Facility. Subject to confirmation by Association of your Reservation Request, the Association grants you, your guests, and all other persons attending the function (collectively, "**Attendees**") permission to enter and use the Recreational Facility on the Reservation Date and during the period ("**Reserved Usage Period**") and function ("**Authorized Function**") identified in the Reservation Request. You acknowledge and agree that you shall use the Recreational Facility only during the Reserved Usage Period and for the Authorized Function. **YOUR RESERVATION IS NOT CONFIRMED UNTIL YOU RECEIVE A CONFIRMATION EMAIL FROM THE BOOKING SYSTEM.**
4. Fee Policy. The Usage Fee and the Insurance Fee are paid at the time of booking. The Facility Surcharge may be charged if the facility is left in a damaged, messy, or unsightly condition. See "Facility Surcharge," and "Cancellations and Refunds," below. This Usage Agreement and the permissions granted herein shall not be effective unless and until all fees due in advance of the function have been paid to Association.

5. SoHo Lawn Areas. Each picnic area is marked with a sign and consists of a 20ft x 20ft area. Tents and other equipment, such as tables and chairs cannot be placed outside of your designated zone. All park users must follow the park rules. Please note the rules posted at the front of the park, facing the parking lot, and at the back entrance.

6. Compliance with Laws and Community Rules. You agree that, at all times during the Reserved Usage Period, you and all Attendees shall (i) comply with all laws, rules, and regulations applicable to its entry onto, activities on, and use of the Recreational Facility, including, without limitation, the Community Rules, and (ii) at your 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 Recreational Facility including, but not limited to, hazardous materials laws. If any licenses, approvals, authorizations, or permits are required by any governmental agency or authority in connection with the Authorized Function, you shall be solely responsible for obtaining them at your sole cost. Without limitation of the foregoing, **YOU AGREE AND AFFIRM THAT YOU HAVE READ AND UNDERSTAND AND SHALL FULLY COMPLY WITH THE COMMUNITY RULES AND ANY OTHER SUPPLEMENTAL RULES OF THE ASSOCIATION. NO SMOKING OR ALCOHOL IS PERMITTED ANYWHERE WITHIN THE RECREATIONAL FACILITY. ALCOHOL USAGE IN THE RECREATIONAL FACILITY MAY RESULT IN THE ASSESSMENT OF THE FACILITY SURCHARGE AND THE POTENTIAL LOSS OF FUTURE RESERVATIONS AND/OR RENTAL RIGHTS.**

The Community Rules contain important information concerning your use and rental of the Recreational Facility. **IN ACCORDANCE WITH THE COMMUNITY RULES, PLEASE NOTE THAT MUSICAL INSTRUMENTS AND LIVE OR AMPLIFIED MUSIC; BARBEQUES, GRILLS, HIBACHIS; AMUSEMENT RENTALS (E.G., PONY RIDES, INFLATABLE BOUNCERS, PETTING ZOOS, CARNIVAL RIDES, ETC.), AND THIRD PARTY VENDORS ARE PROHIBITED.**

7. Maximum Attendees. The number of people attending the function, including yourself and all Attendees shall not exceed the number of people identified by you in the Reservation Request as "Number of people, including guests." Notwithstanding the foregoing, the maximum number of people in the Recreational Facility during the Reserved Usage Period shall not exceed the Maximum Capacity for the Recreational Facility. See the "Schedule of Recreation Facilities and Fees" at the end of this document.

8. Insurance. You, at your expense, shall bear the cost of maintaining throughout the duration of the rental period, including clean-up, a policy or policies of commercial general liability insurance procured by the Master Board, covering you and all Attendees and naming the Master Board and its related entities and their officers, directors, members and managers as additional insureds, with not less than a limit of One Million Dollars (\$1,000,000), protecting against claims for personal injury, death or property damage arising out of Facility Renter's use of the Multifunction Facility. Effective January 1, 2024, in the interest of consistency, completeness, and ease of administration, among other factors as determined by the Master Board, such insurance may be administered and procured exclusively by the Master Board and the cost of such administration and procurement shall be charged as an Insurance Fee at the time of booking and paid by you. Upon request, such policy or policies or certificate showing the above coverage shall be provided to you. See the "Schedule of Recreation Facilities and Fees" at the end of this document for the Insurance Fee amount. **THE INSURANCE FEE IS SUBJECT TO CHANGE AT ANY TIME IN THE SOLE DISCRETION OF THE ASSOCIATION WITH OR WITHOUT NOTICE TO YOU. YOU SHALL BE SOLELY RESPONSIBLE FOR OBTAINING ANY INSURANCE COVERAGE ABOVE THE AMOUNTS OBTAINED BY THE MASTER BOARD.**

9. Usage Fees. Usage fees shall include such costs and fees as deemed appropriate by the Master Board or the Facility Manager, which may include, without limitation, for janitorial services and the use of equipment, chairs, and/or tables. Usage fees may also include a fee for an individual appointed by the Master Board or the Facility Manager to supervise and coordinate the rental of the Multifunction Facility ("**Rental Coordinator**"). The portion of the Usage Fee applicable to the Rental Coordinator, if any, shall reflect an hourly rate as established by the Master Board or, if delegated by the Master Board, by the Facility Manager from time to time. The Rental Coordinator, if any, shall be present at or near the Recreational Facility throughout the rental period and shall monitor the rental for compliance with these Rules. As of January 1, 2024, a Rental Coordinator has not yet been appointed. See the "Schedule of Recreation Facilities and Fees" at the end of this document for the Usage Fee amount. **USAGE FEE(S) ARE SUBJECT TO CHANGE AT ANY TIME IN THE SOLE DISCRETION OF THE ASSOCIATION WITH OR WITHOUT NOTICE TO YOU.**

10. "As-Is;" Assumption of the Risk. You hereby acknowledge and agree that Association has not made any representations or warranties concerning the condition of the Recreational Facility, and you accept the Recreational Facility in its "as-is" condition. You hereby assume all risks associated with conditions existing in, on, or under the Recreational Facility and all natural and manmade conditions associated therewith. You, on behalf of yourself and all Attendees, hereby release and discharge 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 Recreational Facility.

11. Indemnity. On behalf of yourself and all Attendees, you agree to, and hereby shall, indemnify and hold harmless Association, D.R. Horton, Inc., and their respective officers, directors, shareholders, parent company, affiliates, subsidiaries, employees, agents, representatives, and assigns 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), caused by, related to or arising out of use of the Recreational Facility by you and the Attendees. The indemnity obligations contained in this Paragraph shall survive the expiration or termination of this Agreement.

12. Facility Surcharge. At the conclusion of the Reserved Usage Period, the General Manager or an appointed representative will inspect the Recreational Facility. If there is damage to the Recreational Facility, or the Recreational Facility is left in a messy or unsightly condition, the Facility Surcharge fee will be automatically assessed to you and you agree to pay the Facility Surcharge. You further agree to reimburse the Association for any costs incurred by the Association to repair or clean the Recreational Facility in excess of the Facility Surcharge. If the Recreational Facility is not vacated in a timely manner by the end of the Reserved Usage Period, the Facility Surcharge may be charged as an inconvenience fee. See the "Schedule of Recreation Facilities and Fees" at the end of this document for the Facility Surcharge amount. **THE FACILITY SURCHARGE IS SUBJECT TO CHANGE AT ANY TIME IN THE SOLE DISCRETION OF THE ASSOCIATION WITH OR WITHOUT NOTICE TO YOU.**

13. Cancellations and Refunds. **You may cancel your use of the Recreational Facility and receive a refund of your Usage Fee until 8:00 am thirty (30) days prior to the Reserved Usage Period ("Cancellation Deadline") by notifying Ho'opili Community Association by email at soho@hoopilicommunity.com.** After the

Cancellation Deadline, the Usage Fee shall be non-refundable. For example, if your reservation is for January 31, then you may cancel your reservation through 7:59 am on January 1.

YOU ACKNOWLEDGE AND AGREE THAT THE USAGE FEES ARE NONREFUNDABLE IF YOU DO NOT CANCEL YOUR RESERVATION BY EMAIL BEFORE THE CANCELLATION DEADLINE.

14. Cancellation by Association. The Association reserves the right to cancel the reservation at any time in the sole discretion of Association with or without notice to you. If the reservation is canceled by the Association, the Usage Fee will be refunded to you, provided that if the reservation is canceled by the Association due to misrepresentations or false statements made by you on the Reservation Request or in other information provided to the Association in connection with Reservation Request, the Usage Fee shall be non-refundable.

15. Other; Miscellaneous. This Usage Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. All captions and headings used herein are for convenience only. This Usage Agreement may be delivered by electronic means. This Usage Agreement shall be governed by Hawaii law. The unenforceability, invalidity, or illegality of any provision of this Usage Agreement shall not render the other provisions unenforceable, invalid, or illegal. **THIS USAGE AGREEMENT SHALL BE VALID AND BINDING BETWEEN YOU AND ASSOCIATION ON THE DATE YOU MAKE THE RESERVATION REQUEST, AND YOU ARE DEEMED TO HAVE ACKNOWLEDGED AND ACCEPTED ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS USAGE AGREEMENT ARE REAFFIRMED BY YOU AS OF THE DATE OF YOUR FUNCTION AT THE RECREATIONAL FACILITY.**

HO'OPILI

COMMUNITY  ASSOCIATION

Schedule of Recreational Facilities and Fees

As of January 1, 2024

Recreational Facility:	Authorized Usage Periods: <i>Back-to-back reservations are not permitted.</i>	Maximum Capacity:	Usage Fee
SoHo Kuapo Room	Day: 9:00 am to 2:00 pm Evening: 3:00 pm to 8:00 pm	59 people	\$340.00
SoHo Lawn Picnic Areas: A, B, and C	All Day: 9:00 am to 8:00 pm	30 people per picnic area	\$340.00 per picnic area
Konane Park Pavilion	Day: 9:00 am to 2:00 pm Evening: 3:00 pm to 8:00 pm	100 people	\$290.00

Other Fees applicable to all rentals:

Insurance Fee	\$110.00	Paid at the time of booking. Non-refundable. See "Insurance," above
Facility Surcharge	\$100.00	Assessed and charged to your credit card under certain conditions. See "Facility Surcharge," above

The information shown in this schedule is subject to change at any time in the sole discretion of the Ho'opili Community Association with or without notice.

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(Revised 2024.01.19)(4008129.5)