



## **Kauai Philippine Cultural Center Rental Policies and Procedures**

Welcome to the Kauai Philippine Cultural Center (KPCC).

Thank you for choosing to host your event at the Kauai Philippine Cultural Center. The following policies and procedures apply to all customers of the KPCC in addition to any terms and conditions included in a specific use permit. The policies and procedures are designed to help your event be successful and memorable. Please do not hesitate to contact us if you have any questions or need more clarity on any of the policies.

Availability: Office hours: Monday - Friday: 8:00 am to 4:30 pm

Booking Hours: Monday - Friday: 8:00am to 4:00pm

Booking and Planning a Meeting/Event:

### **Making Reservations:**

- Reservations may be made on a first-come, first-served basis.
- Reservation Request forms can be downloaded from the [kuaiphilippineculturalcenter.com](http://kuaiphilippineculturalcenter.com) (website); or picked up at the Welcome Desk, or by calling (808) 431- 4120
- When reservations are made, KPCC staff (volunteer) will discuss the size and nature of the event to determine how the room, grounds can best be configured.
- Reservations will be confirmed and considered complete only after all required forms are signed; submitted and applicable fees and deposits are paid.
- Once a reservation is made, requests to change the date and time of the event are subject to staff and room availability.
- Reservations should include adequate set-up time. The customer is responsible to inform their caterer, florist, decorator, DJ and other vendors of the time that they can arrive to set-up.
- If an event is reserved through a professional event planning company; we require the contact information of their client at the time of reserving the banquet room.

### **Refundable Damage Deposit Banquet Rooms/Special Events:**

Any event having dancing and/or alcohol; or is considered a special event requires a security deposit of \$300 at the time the reservation is made.

### **Refundable Damage Deposits are refunded if the following conditions are met:**

- All criteria required in the Cleaning Responsibility section on page 4 and page 5 are completed.
- No damage or loss to the room and/or surrounding area
- Use of the room does not exceed the scheduled time.
- All equipment and property is accounted for and undamaged.

## Rental Rates and Payments

- Current rental rates are published on our website [www.kauaiphilippineculturalcenter.com](http://www.kauaiphilippineculturalcenter.com).
- Rental of Rooms require a four-hour minimum during peak times.  
(Peak Times: Weekends and Holidays)
- If a rental takes place on the following Holidays, peak rental fees will be charged, regardless of the day of the week:
  - o 4th of July
  - o Thanksgiving
  - o Christmas Eve
  - o Christmas Day
- Payment of rental fees and applicable deposits may be made by cash, check, cashier's check, money order.
- Meeting rooms will be paid in full at the time of the rental.
- Special event rental fees will be due no later than 90 days prior to the event. Rental applications submitted less than 90 prior to the event must be paid with the full rental fee and security deposit at time of booking.
- Failure to pay fees on time may result in the cancellation of the reservation.

### Cancellation/Refund Policy Event Cancellations:

- Reservations cancelled of no less than 45 days prior to the date of the event will receive a refund, minus a \$150 cancellation fee.
- However, if the event is re-booked within 7 days, the \$150.00 cancellation fee can be credited towards the new reservation.
- All requests to cancel, change a reservation or re-book a reservation must be made in writing and given to the KPCC staff (Event Coordinator) or designated volunteer staff.

### Meeting Cancellations

- Reservations cancelled in writing more than 7 days prior to the date of the meeting will receive a refund of any fees paid.
- Reservations cancelled less than 7 days prior to the date of the meeting will forfeit all money collected.
- All requests to cancel a reservation must be made in writing and given to the KPCC staff Event Coordinator.

### Security Guards:

- Approved licensed private security is required for all events with amplified music, ie. during private parties, concerts, fundraisers is played and/or alcoholic beverages are served or sold.
- KPCC staff will arrange for security by the pre-approved security company to operate at the premises. The cost of the security guard will be added to the hourly rental rate.
- Event security will be authorized to enforce the policies and procedures of the KPCC and will be required to be present for the entire timeframe indicated on the use permit.

### Room Set-up:

- Room set-up is not included in the room rental fee.

- Basic set-up can be arranged for additional fees.
  - This set-up includes the positioning of tables, chairs, and if requested and arranged audio visual equipment.
  - Any final changes to the set up must be submitted to KPCC staff for approval no later than one week prior to the event.

**Policies During and After Meeting/Event**

**Concurrent Use of KPCC**

- The facility is a multiple use facility and concurrent use is common.
- Common areas, kitchen facilities, bathrooms and parking lot will be shared by multiple users.
- Exclusive use of the entire facility can be arranged with the Event Coordinator by renting the entire facility.

**Room Capacity:**

- The customer is responsible to ensure that the number of persons attending their event does not exceed the maximum capacity of three hundred (300). This must be strictly adhered to.

**Alcohol:**

- Alcoholic beverages of beer, wine, champagne and liquors may be served at the KPCC to anyone over the legal age of 21 years old
- An event selling alcoholic beverages will require permit from the County and secure own liability insurance.
- If alcohol beverages are being served or sold; a designated bar area must be set up with a nondrinking bartender (over 21 years of age) managing the bar area at all times. The customer must arrange for their own bartender.
- Security guard(s) are also required when alcohol is present. Approved security guard(s) will be scheduled by the staff.
- Alcohol is permitted in the hall, or in the room that the customer has reserved.
- If you are selling alcohol, having a fundraiser or selling tickets that include the price of an alcohol drink; the customer must obtain a permit from the KPCC

The Customer will be held responsible for all actions and well-being of guests that consume alcohol beverages during and after the scheduled event. KPCC will not be held liable for any liability, claims, and/or actions resulting from alcohol consumption. The Customer agrees to indemnify KPCC pursuant to the indemnification section for any such claims, liability, and/or actions.

**Indemnification:**

The Customer shall, at all times, indemnify and save, protect and keep harmless KPCC from every and all cost, loss, liability, expense, penalty, and fine whatsoever, which arise from or be claimed against KPCC by any person or persons for property damage, personal injury and wrongful death, or damage of whatever kind or character suffered or sustained in or about the Center and consequent upon or arising from the use or occupancy of the Center and surrounding grounds by the Customer and the Customer’s guests, invitees, licensees, and attendees, or consequent upon or arising from any neglect or fault of the Customer or the Customer’s agents and employees in the use and occupancy of the Center and surrounding grounds, or consequent upon or arising from any failure by the Customer to comply with and conform to all laws, statutes, ordinances and regulations of the United States, the State of Hawaii and the County of Kauai, now and hereafter in force and applicable to the use and occupancy of the Center and surrounding grounds, and, in case KPCC shall without any fault be made a party to a suit or proceeding on account of any alleged violation of said applicable laws, statutes, ordinances and regulations, or failure to comply therewith and conform thereto, or on account of any damage, omission, neglect or use of the Center and surrounding grounds by the Customer or Customer’s agents, employees, invitees, guests, attendees,

and licensees, the Customer will defend the same and will pay any final judgment which may be recovered against KPCC or against the Center on account thereof.

### **Food During Rentals**

The KPCC has no commercial grade kitchen facility.

- Customers are not allowed to cook in the kitchen, only food prep and reheating/warming is allowed.
- Events which involves cooking presentation maybe arranged with the KPCC staff.
- If you are selling food, having a fundraiser or selling tickets that include the price of food; the customer must obtain a permit from the Department of Health and KPCC staff.

### **Potluck/Food Delivery**

- Customers may bring in their own cooked food

### **Building Event Staff**

KPCC provides one staff member during events scheduled outside of the KPCC office hours. This staff member may manage multiple events at the same time.

#### **Staff will:**

- Unlock the building.
- Complete the pre-event walkthrough/checklist with the customer before any decoration setup occurs or any kitchen processes begin.
- Will remain in the building for the duration of the event to help with any questions or issues that may occur.
- Will complete the post-event walkthrough/checklist with the customer at end of scheduled reservation time.
- Will re-lock the building and set the security system. The Facility retains the right to impose extra charges for additional staff, if the Facility Staff believes the nature of the event will require extra work or greater levels of supervision, janitorial services, and/or security to serve the interests of the Facility or the public.

### **Cleaning Responsibility**

A cleaning check list will be provided to the customer at the beginning of the rental period and reviewed with the customer by the KPCC staff on duty at the completion of the event. (See checklist)

#### **The customer responsibilities:**

- Clean and wipe down all tables.
- Fold and store all tables and stack chairs in the storage.
- Return the room to its original condition, including removal of all decorations.
- Remove all trash from the room, kitchen, restrooms and garbage cans from the premises.  
(Use of the dumpsters can be arranged for a fee).
- Leave the kitchen free of any food and dishes.
- Kitchen counter tops must be cleaned, wiped down and sanitized.
- The kitchen floor must be swept and mopped.
- Restrooms must be swept, mopped and sanitized.
- Cleaning tools must be rinsed, buckets emptied and stored properly.
- The Customer shall not assign this rental application, nor sublet the hall, in whole or in part.

**Additional KPCC Staff responsibilities:**

- Assist with providing customer proper cleaning supplies (garbage bags, brooms, mop, etc.). If additional cleaning by the custodial staff is required, the cost will be deducted from the Damage Deposit. If the required cleaning exceeds the amount of the damage deposit, the customer will be billed the balance.

**Decorations:**

- Only freestanding decorations are permitted. ABSOLUTELY NO DECORATIONS PLACED ON THE WALL.
- Open flame candles are not permitted (including but not limited to candles, sparklers, fireworks, etc).
- Fog machines are not permitted.
- Items may not be affixed to the ceiling, doors, columns, walls, light fixtures or windows except where expressly permitted.
- The use of the following materials is not allowed inside or outside of the KPCC: rice, birdseed, glitter, sand, hay, rocks, rock salt, confetti, dance wax.
- Tacks, nails, and staples and tape are prohibited everywhere in KPCC except where expressly permitted.
- Balloons may be used but must be removed with remaining decorations at end of the event.

**Deliveries:** The customer is required to sign for all deliveries for his/her event during the agreed upon rental hours. The KPCC staff are unable to sign for event deliveries.

**Audio Visual:**

- Audiovisual may not available however customers are allowed to bring their own and run their own audio-visual equipment
- Each customer may bring his/her own projector, sound system and/or microphone system if they wish. It is recommended that customers schedule a meeting prior to their event to test their equipment.

**Bounce Houses:** (This is considered special event which requires insurance coverage and hold the KPCC from any harm.)

- The use of a bounce house is permitted only with the approval from the KPCC Event Coordinator at least 2 weeks in advance of event date.
- The bounce house must be placed on the lawn or outside the building.

**Canopies/Tents:**

- These items may be used in accordance with the following Fire Marshall safety requirements:
  - A canopy less than 400 square feet in size are permitted without restrictions.
  - Canopies larger than 400 square feet need to have a clearance of 20 feet between the eaves and the building and tent opening.
  - Covered walkways are permitted between the building and the canopy or tent.
  - No propane heaters are allowed in tents or canopies or artificial lawn area.

**Animals:** Animals (including performing animals, birds, or pets) are not allowed in the KPCC without prior approval of the KPCC, except for pets certified as companion or service animals.

**Child Care:**

The safety of any minor and/or any individual is the responsibility of the customer.

**Control of Premises:**

The KPCC retains the right to control the management and operation of KPCC and to enforce all laws, policies and procedures with respect to the use thereof.

**Internet/wi-fi access:** Free wi-fi access is available.

**Lost Articles:** Any articles left at KPCC by persons attending any event will be held at the KPCC for 15 days after the event and then be disposed of thereafter.

**Public Safety:**

- Activities at KPCC shall be conducted with full regard to public safety.
- Customers shall not in any way block or interfere with aisles, walkways, exits and exit signs, including attaching anything to door knobs and/or panic hardware. All exit signs shall be kept clear and illuminated.
- All items brought into KPCC must comply with state and local fire codes and other ordinances.
- The KPCC is subject to fire and safety inspections at any time.
- The KPCC reserves the right, and the customer has the obligation, to remove any person or persons who are disruptive or a danger to themselves or to public health, safety or welfare.
- Any public safety issues that occur while KPCC is occupied shall be immediately reported by phone to 9-1-1 .
- Other significant concerns affecting KPCC or its occupants, please call KPCC staff # (808) 431-4120.
- The Customer shall not cause or permit any hazardous material to be brought upon, kept, or used in or about the Center or surrounding grounds by the Customer, its agents, employees, contractors, guests, invitees, attendees, and licensees.

**Signs/Announcements:**

- Tape is not allowed on the interior or exterior of the building.
- Please contact KPCC Executive Director to discuss utilizing the outdoor digital display. (

**Smoking:**

- The KPCC is allowed in certain designated areas only.

**Theft:**

- The customer assumes all responsibility for any property brought to KPCC, or otherwise left at KPCC during the term of the use permit.

**Amplified Sound:**

- The use of amplified sound is subject to County's Ordinance noise restrictions and generally should not be a nuisance to the neighborhood.

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Renter's signature

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Date

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KPCC Representative signature

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Date

Attachment:

Fees and Charges

Reviewed 12/4/2018

Revised 12/18/18; 12/10/19; 07/19/20