

**AIEA PARK PLACE RECREATION CENTER**  
**RULES AND REGULATIONS**

(Revised: 6/21/2011)

**A. DEFINITIONS**

Except as otherwise stated in the rules and regulations, the following definitions apply:

1. Owner: Any person/persons holding legal title to Aiea Park Place (APP) property. In the case of a corporation or partnership, the owner shall be united to the officer or partner who actually resides on the property.
2. Tenant: Any resident lessee or renter of a property in APP.
3. House Guest: Any person residing as a guest of an APP property owner.
4. Guest: Anyone invited by and in the company of an owner or tenant to use the facilities on a joint basis.
5. APP Member: Any Owner in good standing with the APP Association.
6. Residence: A lot or permanent home located within the APP subdivision.
7. APP Recreation Center (RC) Manager: The person hired by the Board of Directors, or the Board's designee, to manage the RC.
8. Premises: The RC facility and surrounding grounds.

**B. GENERAL RULES**

1. Only APP Members, their Tenants and/or Guests may use the APP RC.
2. Any person using the facility agrees to abide by the APP Recreation Center Rules and Regulations and any legitimate instructions of APP Board of Directors or RC Manager as a condition of remaining on the premises.
3. Persons entering the premises do so at their own risk and to their safety and to the possible loss or damage of their personal property.
4. Should Association property be discovered in the possession of anyone who refuses to provide identification, the Honolulu Police Department will be notified.
5. Owners will be held financially liable for any APP property they, their Tenants, or their Guests damage, misplace, abuse or render unusable. No APP property may be removed from the premises without the prior approval of the APP Board of Directors, RC Manager, or staff.
6. Children seven (7) years and younger must be supervised by an adult at all times while on the APP RC premises.
7. No individual shall threaten, intimidate, or use profane language against other persons while on the premises. Anyone engaging in such conduct may be removed from the premises by the APP Board of Directors, RC Manager or staff personnel. Any repetition of the offense will result in suspension of facility privileges for a period not to exceed sixty (60) days.
8. Illegal activities (e.g. gambling, drug use, smoking by minors, etc.) are prohibited on the premises.

9. Any activity or use of equipment within the recreation center, which APP Board of Directors, RC Manager or staff personnel deems injurious to members or damaging to property, is prohibited.
10. Smoking is prohibited in and around the building in accordance with the Hawaii smoke-free law.
11. Any commercial activity or soliciting is prohibited on the premises unless approved in writing by the APP Board of Directors.
12. Loitering or drinking alcoholic beverages are not permitted in or on the premises.
13. Radios and other sound equipment are permitted on the premises, provided the volume is controlled so as not to be a nuisance to others.
14. Fees, payable in advance, may be assessed from members for certain classes or special events.
15. Some areas of the facility may occasionally be closed for repair or maintenance. When possible, advance notice of closure will be given.
16. Outdoor areas may be closed at the discretion of the APP Board of Directors or RC Manager due to inclement weather.
17. The APP Board of Directors or RC Manager may waive any part of these rules for supervised classes or activities, provided the waiver does not interfere with the fair and equitable treatment of any member.

### **C. FACILITY RENTALS**

1. The RC is reserved for APP Member use, APP Board, committees and subcommittee meetings, APP-conducted activities, and APP-sponsored groups in that order.
2. Activities are to be conducted within normal RC operating hours unless the APP Board of Directors makes an exception.
3. The RC and related facilities are to be closed and secured when not in use.
4. The RC may be rented any day from 8:00 a.m. to 10:00 p.m. at the posted rental rates. The RC capacity may not exceed 30 people. Overflow into the lanai is permitted. Setup may commence no earlier than 7:30 a.m. and clean up must be completed by 10:30 p.m.
6. APP Members may make a reservation up to one year in advance, but not less than seven (7) days from the desired date, on a first come first served basis.
7. A "RC Use Request Form" agreement is available at the Property Managers Office, the RC Manager, or on the internet at [www.aieaparkplace.org](http://www.aieaparkplace.org) and must be completed and submitted along with the required deposit to the RC Manager before a rental reservation will be considered for approval. Reservations are confirmed when the APP Board of Directors, RC Manager, or his/her designee has signed the application. The rental fee and must be paid not less than thirty (30) days prior to the date of the activity. There will be no refund when a cancellation if made less than thirty (30) days from the date of the scheduled activity.

### **D. ENFORCEMENT PROCEDURES**

1. Violation of any of the "APP RC Rules and Regulations" will result in two verbal warnings before being ejected from the premises. Refusal to leave when required will result in a Honolulu Police officer being summoned.

2. As a minimum, a letter will be sent to the violator (or to the parents if the violator is a minor) detailing the violation and specifying any penalty and/or fine to be imposed
3. Repeat violators will be ejected from the premises immediately, without any verbal warning. In addition, the penalty imposed may be more severe, including but not limited to indefinite suspension of all RC privileges for the individual as determined by the APP Board of Directors.
4. Members may appeal the charges and penalties imposed on them by submitting a written appeal to the APP Board of Directors no later than ten (10) days from the date of the imposed penalties.
5. Fines and other penalties shall be levied in accordance with the “APP House Rules.”

**E. RENTAL FEES**

1. RC rental fees are as follows:
  - A. Flat rate.....\$75.00
2. A Security Deposit of a hundred dollars (\$100.00), shall be paid prior to receiving the key to the RC, and shall be returned once the key is returned and the RC is returned to pre-use condition.
3. Checks shall be made payable to the Aiea Park Place Community Association. There will be a \$35.00 fee for any returned checks.