



UNITED STATES MARINE CORPS  
MARINE CORPS BASE HAWAII  
BOX 63002, KANEHOE BAY, HAWAII 96863-3002

IN REPLY REFER TO:  
BaseO 1746.21A  
MCCSBF  
26 JUL 2010

BASE ORDER 1746.21A

From: Commanding Officer, Marine Corps Base Hawaii  
To: Distribution List

Subj: KAHUNA'S RECREATION CENTER/SPORTS BAR AND GRILL CONSTITUTION AND BYLAWS

Ref: (a) MCO P1700.27A Marine Corps Community Services Policy Manual

Encl: (1) Kahuna's Recreation Center/Sports Bar and Grill Constitution  
(2) Kahuna's Recreation Center/Sports Bar and Grill Bylaws  
(3) General Catering Information and Policies

1. Situation. To promulgate the Constitution and Bylaws for the Enlisted Club, specifically Kahuna's Sports Bar and Grill/Kahuna's Recreation Center, Marine Corps Base (MCB) Hawaii, Kaneohe Bay.

2. Cancellation. Base Order 1746.21.

3. Mission. The Constitution and Bylaws of the Club are promulgated for information to all patrons. The patrons are responsible for the observance and adherence of these Bylaws.

4. Execution

a. Commander's Intent. The Club is established under the authorization of the Commandant of the Marine Corps and the Commanding Officer (CO), MCB Hawaii. The Club will operate in accordance with the reference, the Constitution and Bylaws, and such direction as issued by proper authority.

b. Concept of Operations. The Club and all its facilities operate under the command responsibility of the CO through the Director, Marine Corps Community Services (MCCS).

5. Administration and Logistics. The Constitution and Bylaws may be altered and amended by the CO or Base Sergeant Major through the Director, MCCS. Participants desiring changes in the constitution and bylaws should seek these changes in writing through the Base Sergeant Major.

6. Command and Signal

a. Command. This Order is applicable to MCB Hawaii, tenant commands, and base personnel.

b. Signal. This Order is effective the date signed.

  
R. D. RICE

Distribution: A

KAHUNA'S RECREATION CENTER/SPORTS BAR AND GRILL  
ENLISTED CLUB CONSTITUTION

ARTICLE I  
Designation

Section 1. This activity will be known as the Kahuna's Sports Bar and Grill Enlisted Club (E-Club), Marine Corps Base (MCB) Hawaii, Kaneohe Bay, hereinafter referred to as the Club.

ARTICLE II  
Authorization

Section 1. The Club is established under the authorization of the Commandant of the Marine Corps and the Commanding Officer (CO), Marine Corps Base (MCB) Hawaii. The Club will operate in accordance with the reference, existing regulations, the Constitution and Bylaws, and such direction as issued by proper authority.

ARTICLE III  
Purpose

Section 1. The Club is established to promote the well-being, morale, camaraderie, and wholesome use of leisure time for Marines, Sailors, and their families. The Club provides food, beverages, and entertainment for authorized patrons (E-5 and below).

Section 2. The recreation center is established to provide a non-alcoholic entertainment venue for Marines and Sailors (E-5 and below) onboard MCB Hawaii.

ARTICLE IV  
Responsibility

Section 1. The Club and all its facilities operate under the command responsibility of the CO through the Director, MCCS.

Section 2. The Constitution and Bylaws, along with other information of importance, will be posted in conspicuous locations in the Club for review by the patrons.

ARTICLE V  
Status

Section 1. The Club, as a Non-Appropriated Fund Instrumentality (NAFI) of the United States Government, will operate in accordance with enclosures (1) and (2).

ARTICLE VI  
Nondiscrimination

Section 1. The facilities and services of the Club will not be made available to any group or organization, which practices discrimination on the basis of race, color, sex, creed, marital status, or national origin.

**ARTICLE VII**

Single Marine and Sailor Program Council (SMSPC)

Section 1. All E-5 and below have equal opportunity to participate in the twice a month council meetings. On the agenda will be the E-Club Manager, at which time upcoming events are discussed. Participants in the council represent each major supporting command and will bring to the meeting recommendations and suggestions to the E-Club Manager.

**ARTICLE VIII**

SMSPC Subcommittees

Section 1. The council may appoint subcommittees to assist in providing meaningful recommendations through the E-Club Manager to the CO.

**ARTICLE IX**

Management

Section 1. The Manager of the Club will be assigned in writing by the Director, MCCS. The manager will perform duties as prescribed by the Director, MCCS. The executive control and custody of club funds and property, subject to the direction of the Food and Beverage General Manager, MCCS, is the responsibility of the manager.

**ARTICLE X**

Amendments

Section 1. This Constitution and its Bylaws may be altered and amended by the CO or Base Sergeant Major through the Director, MCCS. Participants desiring changes in the Constitution and Bylaws should seek these changes in writing through their representative and the council.

**ARTICLE XI**

Adoption

Section 1. This Constitution and its Bylaws will become effective upon approval of the CO, MCB Hawaii.

KAHUNA'S RECREATION CENTER/SPORTS BAR AND GRILL  
ENLISTED CLUB BYLAWS

1. General. The Bylaws of the Club are promulgated for information to all patrons. The patron is responsible for the observation and adherence of these Bylaws.

2. Single Marine and Sailor Committee (SMSC). The SMSC acts in an advisory capacity to the CO. They will perform their duties designated in enclosures (1) and (2) and in addition will:

- a. Act upon all matters presented to the committee by the CO.
- b. Consider and make recommendations, when such requests are presented in writing, from any club patron.
- c. Make recommendations to the CO regarding suspensions and/or revocations of privileges.
- d. Meetings twice a month. Special meetings may be called by the CO, the Director, MCCA or the chairperson.

(1) A quorum for the SMSC will consist of one-half of the advisory board. Units deployed will not be considered when determining a quorum under this rule.

(2) A majority vote will decide all issues except changes in the constitution and/or bylaws, which require a two-thirds vote. Ex-Officio participants will not have voting privileges.

(3) Each unit will have only one vote (i.e., only one will vote when the primary and alternate from the same unit attend the meeting).

(4) The chairperson will be entitled to a vote in the event of a tie.

e. When a participant of the SMSC is unable to attend a regular or special meeting, they will advise the chairperson.

f. Members of the SMSC will not receive remuneration, cash goods or services from the Club for any duties performed.

g. The recorder will take necessary notes during the course of the SMSC meetings, prepare them in rough draft within two working days after each meeting and deliver them to the chairperson. Upon receipt, the chairperson will edit the draft within two working days, sign it and submit it to the CO via the Director, MCCA within two working days from the date signed.

3. Associate Eligible Patrons. Associate eligible patrons are to:

a. All active duty enlisted military members of the United States Armed Forces (USAF) on temporary duty, in transit or unattached/unassigned to MCB Hawaii.

b. Adult family members of military personnel who are in a unit deployed or unaccompanied tour status.

c. Members of the USAF who are on the retired list.

d. Recipients of the medal of honor and honorable discharged veterans of the USAF who are on the retired list.

e. Members of the United States Reserve and National Guard.

f. Other uniformed personnel, including the Coast Guard, National Oceanic and Atmospheric Administration and the United States Public Health Service on active duty or who are on the retired list.

g. Uniformed personnel retired without pay.

h. Department of Defense and other Federal employees of the United States working aboard MCB Hawaii. Each civilian employee at or below GS-4/NF-2 may participate as an associate patron and patronize the E-Club. However, a spouse employed at any Federal service grade level whose active duty sponsor rates privileges at either the Officers' or Staff Noncommissioned Officers' Club may not utilize the E-Club.

i. Active duty military personnel of foreign nations when authorized exchange privileges in the United States or overseas.

j. Uniformed, paid members of the Red Cross assigned to MCB Hawaii.

4. Honorary Patronage. Honorary patrons are extended the same privileges and services as an associate patron. Honorary patrons may be extended to:

a. Unmarried widows/widower or military personnel who died while active duty or while retired from any of the Armed Services. Membership will be in the Club to which the deceased would have belonged at the time of death.

b. Family members of military personnel of the Armed Services of the United States being held as prisoners of war or who are missing in action that are E-5 and below.

c. Individuals who have distinguished themselves in direct association with the Marine Corps as determined by the CO.

5. Extension of Privileges

a. Children under the age of 18 years of age will be permitted in the Club when accompanied by an authorized adult until 2200.

b. Reciprocal patron privileges will be extended to family members of Marine Corps Personnel who are in a unit deployment or unaccompanied status.

c. Reciprocal patron privileges will be extended to active, associate and honorary patrons of other clubs/open messes and their family members.

d. Family members (E-5 and below, 18 and over) may utilize club facilities as a bona fide guest of an authorized patron. Authorized patrons assume full responsibility for the guest(s).

e. Civilian personnel working aboard MCB Hawaii, whether temporary or permanent, may utilize the club facilities, Monday through Friday during lunch only.

f. Personnel in pay grades of E-6 and above who are married to active patrons of the club and accompanied by their spouse, may not utilize club facilities.

6. Termination or Suspension of Club Use and Privileges

a. Privileges will be terminated by action of the CO as a result of misconduct by the patron, their family members or guests, indebtedness to MCCS and as a result of a pending investigation.

b. Suspension of privileges may be authorized by the:

(1) CO, MCB Hawaii.

(2) Director, MCCS.

(3) Club Manager, period of seven days.

7. Conduct. Patrons are required to observe and uphold the standards of conduct and dignity expected of Marines and Sailors.

a. Any incident or inappropriate activity, including infractions of rules or conduct of a discourteous or disrespectful nature, that occurs on the Club premises will be justification for the offender(s) to be asked to leave the Club.

b. Gross or repeated infractions and failure to leave when requested will be referred to the manager for appropriate action to include notifying the Military Police Department (MPD) for assistance. Such referrals and the names of all witnesses will be in writing and contain the facts and circumstances surrounding the incident or offense. Pending disposition of the case, the individual's club privileges will be temporarily suspended by management.

c. The manager is vested with the authority at his/her own discretion to deny the use of any and all of the facilities or services of the Club to any patron who is charged with improper conduct. The manager is authorized to demand that any person whose conduct has become offensive or obnoxious to other members or patrons or contrary to good order and discipline to vacate the premises of the Club. The manager will call upon the Base Command Duty Officer, MCB Hawaii, if necessary, to enforce his/her demand.

d. Managers are charged with the responsibility to caution employees that care will be taken in regard to dispensing of alcoholic beverages. Alcoholic beverages will not be served to anyone who is or appears to be intoxicated.

e. At no time will patrons admonish employees. Unacceptable service or dereliction on the part of club employees should be brought to the attention of the manager on duty.

f. Property of the Club, broken or damaged through gross or willful negligence or in the case of intentional acts to damage or destroy property by a patron, must be paid for by the patron. The amount to be charged will be based upon replacement cost and will be reported immediately to MPD with the Club Manager to document.

g. Patrons engaged in civilian enterprises will not be allowed to solicit business within the Club. Poster and other methods of commercial advertising will not be posted in the Club.

h. Alcoholic beverages and food may not be brought into the Club. In accordance with current directives and state liquor laws, alcohol may not be given, sold, bartered or donated to minors under the age of 21 years old.

i. Minors will not be permitted in the Club in any area where alcohol is served except when accompanied by an eligible adult patron 21 years old or older. Children under the age of 18 may vacate the Club by 2200.

j. Active duty personnel, regardless of age, may enter areas where alcoholic beverages are sold, but must be 21 years of age or older to consume alcoholic beverages.

k. Gambling in the Club is prohibited.

#### 8. Dress in the Club

a. All patrons of the Club are to use discretion concerning their appearance and attire within the Club at all times.

b. The uniform of the day or appropriate civilian attire will be worn in the Club at all times with the exception of the wearing of hats (men and women) for special events (i.e., cowboy style hats worn during country nights and football or baseball hats during televised games) is permitted.

c. When wearing civilian clothing, the same standards of neatness and cleanliness will be observed as are required for the wearing of the uniform, set forth in Base Order 1020.5C.

d. Bermuda and walking-type shorts are permitted at any time provided they have at least two pockets.

e. Sandals and Hawaiian-style footwear, other than rubber-type shower shoes, are permitted at anytime.

f. Patrons will not wear the following attire in the Club area:

(1) Soiled and unserviceable work overalls or coveralls (except those made for dress).

(2) Long or short frayed cutoffs.

(3) Undershirts.

(4) Sleeveless shirts for men.

(5) Swimsuits.

(6) Shooting jackets.

(7) Any other garments deemed inappropriate by the Club manager.

g. At no time are bare feet permitted in the Club.

h. All active, associate and honorary patrons are responsible for family members and guest's conformance to the above rules.

9. Private Parties and Catering

a. Private parties and catering services are available through the Club and must comply with catering policies in enclosure (3), General Catering Information and Policies). Arrangements will be made with the Club manager.

b. The E-Club is available to host Professional Military Education (PME), however priority may come to other events at the discretion of the Club Manager.

10. Miscellaneous

a. Reasonable precautions will be made to prevent theft or loss of personal items from the Club. However, the Club assumes no responsibility for loss of personal items.

b. Personal items found within the Club will be secured by the manager and if not claimed for within 30 days, will be disposed of in accordance with Marine Corps regulations.

c. Children under the age of 18 years old will be permitted in the Club when accompanied by an authorized adult until 2200. Children must conform to accepted standards of dress and conduct. In no case will minors be served alcoholic beverages or allowed in the bar lounge areas during bar operating hours.

d. Dogs and other pets will not be permitted in the Club.

e. Suggestions for improvement of food, service or facilities will be registered with the SMSC, Club Manager or Director, M CCS.

f. Entertainment programs will be scheduled on a monthly basis.

11. Hours of Operation. Hours of operation will be posted within the Club.



# GENERAL CATERING INFORMATION AND POLICIES

## ELIGIBILITY

Active duty and retired military personnel and their dependents, reservists, DoD employees, contractors and community support groups are eligible patrons of the K-Bay Catering Facility. These eligible users may also sponsor functions. After a banquet contract is finalized, the eligible patron must come to the Catering Office with a valid I.D. card and sign the contract.

## RESERVATIONS

Initial arrangements for a function may be made by phone or in person. Reservations are considered tentative until a deposit and a signed contract are received. Room reservations, which do not have a signed contract, fifteen (15) days prior to the event, are automatically subject to cancellation. Guest lists must be submitted 96 hours (4 days) prior to the function for security purposes. Entry to the base requires you have in your possession a valid driver's license, vehicle registration, and proof of motor vehicle insurance.

## BANQUET MENU

All menus and room arrangements must be finalized at least four weeks prior to your function date. A hand-served meal is limited to one entrée selection for the entire group. Menus and prices are subject to change without notice. We would be pleased to accommodate any requests for meal substitutions due to dietary restriction. These requests must be made at least forty-eight (48) hours (excluding weekends and holidays) prior to the function and may be charged at an additional cost.

## FOOD AND BEVERAGE SERVICES

All food and beverage items must be provided exclusively by the K-Bay Catering Facility with the exception of wedding or ceremonial cakes.

## DEPOSIT AND PAYMENT

A non-refundable deposit is required to reserve function space on a definite basis. Additional deposits may be required at the discretion of the K-Bay Catering Office. Full payment based on the guaranteed count is due forty-eight (48) hours prior to the function date. In the event patron(s) cancel the function less than 48 hours prior to the function date, no refund of the full payment will be given. The remaining balance is due on the day of the event unless you have established direct billing.

## CANCELLATIONS

Cancellation with less than seventy-two (72) hours notice may be charged for one day's room rental for meeting space or the cost of the catered function multiplied by the number of attendees, whichever is greater.

## GUARANTEE

A final guaranteed guest count is required by the Catering Department by 12:00 noon, three (3) working days prior to the event. If no final count is received by this deadline, your tentative count will become your final guaranteed count. The final guarantee count is not subject to reduction. We will be prepared to serve 5% more per guests than your guarantee. If the actual number of guests exceeds the guarantee, every effort will be made to serve these guests, however, a menu substitution and other seating arrangements may be necessary and meal service may be delayed.

## SET-UP FEE

Reservations for group meals in a private room are accepted for groups with a minimum of 20 persons. Should the guaranteed guest count be less, a set-up or labor charge of \$50 is required. You may elect to order the minimum of 20 meals in lieu of being assessed this labor charge.

## TIME SCHEDULE

Prior approval is required for all starting and ending times. All evening functions are to conclude by 11:00 p.m. If the actual program exceeds the agreed conclusion time, every effort will be made to accommodate the change. However, this time extension will not be considered guaranteed and patron should be aware that overtime changes may be assessed based on the current rate of pay.

*Thank you for considering the K-Bay Catering Facility as a location for your upcoming event. To confirm your reservation, please review the following information and return a signed copy of this Agreement with your deposit. Should you have any questions regarding our policies, please consult our Catering Manager.*

**I have read and understand the above information and agree to accept the policies set forth by K-Bay Catering.**

**FUNCTION ROOM**

K-Bay Catering reserves the right to reassign the function room should your guaranteed count be significantly less than what was originally planned.

\_\_\_\_\_  
Name (please print)

**UNFORESEEN CONTINGENCIES**

K-Bay Catering will not be responsible for damage or loss of any merchandise, articles, equipment or valuables left before, during and after the event. Arrangements must be made for security of exhibits, merchandise or artifacts set up for display prior to the planned event. Patron is responsible for damage to the premises during the time premises are under patron's control or the control of any independent vendor or contractor hired by the patron. K-Bay Catering will not be held liable for failure to carry out arrangements due to acts of God or nature, or other conditions that are not under the control of K-Bay Catering.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**OUTDOOR FUNCTIONS**

K-Bay Catering reserves the right to make a final decision to move event indoors in order to expedite the set-up of any outdoor function due to weather conditions. Additional fees may incur for outdoor functions.

\_\_\_\_\_  
Name of Event

\_\_\_\_\_  
Date of Event

**PARKING**

Parking is available for all functions at no charge.

\_\_\_\_\_  
Banquet Room

**SPECIAL ARRANGEMENTS**

We will be happy to assist you with any special arrangements, including decorations, flowers, audio visual equipment, technicians and music.

\_\_\_\_\_  
Deposit via Credit Card

Expiration Date: \_\_\_\_\_

Deposit Amount: \_\_\_\_\_

Name embossed on card: \_\_\_\_\_

**SERVICE CHARGE POLICY**

A 20% service charge shall be added to all food and beverage. The service charge is utilized to cover other expenses incurred for your function such as; employee gratuity, linens, labor, decorations and other miscellaneous expenses.

\_\_\_\_\_  
Member Card expiration date

\_\_\_\_\_  
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