

**KIOWEA PAVILION & PARK, KAPUAIWA, KALAMAULA MOLOKA'I**  
**RENTAL AGREEMENT**  
**LIMITED RIGHT OF ENTRY PERMIT**

Name of Organization or Applicant:

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Address: \_\_\_\_\_ Contact Number: \_\_\_\_\_

DATE IN: \_\_\_\_\_ DATE OUT: \_\_\_\_\_

**Time In: 7:00AM**

**Time Out: 12 NOON *the following day* - \$25 can be paid to exit at 6:00pm – if Available)**

As permitted by the Department of Hawaiian Home Lands (DHHL), as agency of the State of Hawaii, desires to engage in the following activity to wit: Let it be known that permit is granted only for the specific use stated above by the applicant of who holds title and full responsibility.

The applicant hereby assumes the risk for any injuries that may be sustained in the pursuit of the activity while on the premises and does hereby remise, release, and forever discharge the State of Hawaii, DHHL, Kalamaula Homesteaders Association (KHA), it's agents, officers, and employees from any and all actions, suits, damages, claims or judgments, that may result from any personal injury the applicant may sustain while on the premises of the Department of Hawaiian Home Lands while engaged in the activities specified above.

The applicant granted permit, shall not extend to any other organization or person and the applicant agrees to save, defend, and hold harmless, the State of Hawaii, DHHL, KHA, its agents and employees against any loss, liability claims or demands in or to claim for property damage, personal injury or death, arising out of any activity by the permittee or persons claiming such, including minor children, if any.

**RESERVATIONS/DEPOSIT**

1. APPLICANT MUST BE A CURRENT PAID MEMBER OF KALAMAULA HOMESTEADERS ASSOCIATION (KHA) IN ORDER TO RESERVE KIOWEA PAVILION. A \$200 DEPOSIT IS MANDATORY AND MUST BE PAID WITHIN 72 HOURS FROM THE TIME RESERVATIONS ARE MADE TO SECURE DATE & FACILITY (*Failure to do so will terminate your reservations*). A CURRENT PAID MEMBER CAN ONLY RENT THE PAVILION (4) TIMES PER CALENDAR YEAR. ONLY THE APPLICANT WILL BE ALLOWED FOR KEY PICKUP AND MUST SIGN OFF ON THIS SAID AGREEMENT. A \$100.00 PER DAY FEE WILL BE APPLIED FOR USE OF KIOWEA PAVILION & PARK TWO WEEKS PRIOR TO DATE OF ENTRY. RENTAL OF THE PARK MAY NOT EXCEED A (5) FIVE CONSECUTIVE DAY PERIOD.

## **REFUND**

2. PROVIDED PARK IS IN GOOD CONDITION AND ALL GARBAGE IS REMOVED FROM THE PREMISES WITH NO DAMAGES UPON EXIT AND FINAL INSPECTION MADE BY KHA. REFUND MAY TAKE ONE TO TWO WEEKS. REFUND WILL ONLY BE MAILED TO THE SAID APPLICANT OR SPONSOR IN HIS OR HER NAME.

## **VIOLATION**

3. ANY VIOLATIONS OR MISUSE OF THE PARK WILL CAUSE A RESTRICTION TO SAID APPLICANT FROM FUTURE USE FOR 6 MONTHS. YOUR DEPOSIT WILL BE REVOKED AND YOU MUST VACATE THE PREMESIS IMMEDIATELY.

## **CANCELLATION**

4. THE APPLICANT MUST INFORM KHA TWO WEEKS IN ADVANCE OF CANCELLATION. IN THE EVENT THE ALLPICANT FAILS TO NOTIFY KHA WITHIN THE TIME SET FORTH HEREIN, THERE SHALL BE A FEE OF ONE-HALF OF THE DEPOSIT/FEE CHARGES. APPLICANT MUST SUBMIT CANCELLATION BY CONFIRMED PHONE CALL, IN-PERSON OR WRITTEN NOTICE.

\*\*\*\*\*NOTICE\*\*\*\*\*

### **RULE FOR 50 OR MORE PEOPLE USING KIOWEA PAVILION & PARK**

- YOU MUST HAVE ADDITIONAL PORTABLE TOILETS IF YOU HAVE MORE THAN 50 PEOPLE CAMPING OR ATTENDING YOUR EVENT AT KIOWEA PARK. THE EXISTING SEPTIC TANKS AT KIOWEA PARK WILL OVERFLOW IF OVERUSED. TO PUMP THE TANKS ARE COSTLY (\$500+).
- KHA AND DHHL IS ASKING YOU TO PLEASE FOLLOW THIS RULE OR FAILURE TO ADHERE WILL RESULT IN PART OR ALL OF YOUR DEPOSIT BEING FORFEITED.

### **PLEASE BE ADVISE OF THE FOLLOWING**

- ABSOLUTELY “**NO VEHICLES**” BEYOND FACED POST AREA, UNDER SHADE TREE & GRASS AREAS. NO REMOVAL OF FENCE POST AT ANYTIME VEHICLES INCLUDE: *ATV'S, ANY OFF ROAD VEHICLES, & DIRT BIKES*. NO VEHICLES ARE ALLOWED TO LOAD OR UNLOAD EQUIPMENT OR CAMPING GEAR IN THOSE AREAS STATED.
- NO TEMPORARY HOOK-UP OF ANY ELECTRICITY. HEAVY USE OF VOLTAGE PROHIBITS ANY USE OF REFRIGERATORS/FREEZERS.

- ALL TABLES SHOULD BE PLACED IN PAVILION BEFORE LEAVING PREMISES.
- ALL RUBBISH AND GARBAGE MUST BE REMOVED AND CLEAR BEFORE VACATING PREMISES. PARK MUST BE LEFT IN GOOD CONDITION. NO LOOSE RUBBISH ON GROUNDS, BATHROOMS MUST BE CLEANED. INSPECTION OF PREMISES WILL BE MADE BY DHHL OR KHA.
- PARKING UNDER THE COCONUT TREES IS AT YOUR OWN RISK. DHHL & KHA IS NOT RESPONSIBLE IF YOUR VEHICLE IS DAMAGE BY FALLING COCONUTS & ANY OTHER DEBRIS.
- RANDOM CHECKS MAYBE MADE BY SECURITY FOR SAFETY PURPOSES. **NO EXTREME LOUD NOISES AFTER 11:00 PM.**
- **NO ILLEGAL FIREOWRKS PERMITTED AT PARK. USE OF THESE FIRWORKS WILL RESULT IN THE LOSS OF YOUR DEPOSIT AND FUTURE USE.**
- **ABUSE OF THESE RULES WILL RESULT TO PERMIT BEING REVOKED, RESTRICTION TO SAID APPLICANT FROM FUTURE USE FOR 6 MONTHS, NO DEPOSIT REFUND, AND PERMITTEE TO BE BILLED FOR EXPENSES INCURRED FOR REPAIRS**

**\*\*\*\*\*COVID-19 RULES\*\*\*\*\***

**PLEASE MAINTAIN PROTOCOLS AS NEEDED: WASHING OF HANDS, SOCIAL DISTANCING AND FACE MASKS WHERE APPLICABLE.**

***PLEASE RESPECT OUR PARK AND OUR NEIGHBORS WHO RESIDE NEAR THE PARK. BE A GOOD EXAMPLE TOWARDS OTHERS WHO MAY USE OUR PARK.***

RESPECTFULLY SUBMITTED BY:

**Department of Hawaiian Home Lands & Kalamaula Homesteaders Association**

Type of Activity:        
*(Refer to Permit Policies)* TYPE I TYPE II TYPE III TYPE IV TYPE V TYPE VI

Amount of Persons  Deposit: \_\_\_\_\_ Rental Fee: \_\_\_\_\_  
 Attending Event:  Check  Cash

With all being said as written, the applicant agrees to all terms and conditions of this agreement and the Kalamaula Homesteaders Associations Policies and Procedures:

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

KHA Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*\*Note: If paying by check, please make payable to: **Kalamaula Homesteaders Association***

**ACTIVITY TYPE:**

- I. Any activity organized and conducted by the Hawaii State Department of Hawaiian Home Lands.
- II. Any activity open to the public and co-sponsored by the Kalamaula Homesteaders Association (KHA) and or Molokai Homestead Associations which does not generate revenue by charges or donations for admission to attend the activity or from other revenue-generating sources related to the activity such as; registration or participation fees, but excluding revenues generated from temporary refreshment or food concessions. Activity should not exceed more than a twelve hour period.
- III. Day Use only 7am-10pm (15 hours max) for gatherings, daytime parties.
- IV. Any activity organized and sponsored by individuals, non-profit entity, ohana (families), homestead association, which does not generate revenue by charges or donations for admission to attend the activity. (Ex. Parties/camping)
- V. Any activity as listed with TYPE IV Activity and includes the added use of inflatable Water Slides whereby the occupation and use of the Water Slides will utilize water from Kiowea Park. All water slides must have liability insurance.
- VI. A meeting or a gathering of no more than fifty persons that does not exceed more than a six hour period.

<b>TYPE OF ACTIVITY</b>		<b>Custodial Deposit</b>	<b>Rental Fee</b>
TYPE I	Department of Hawaiian Home Lands of KHA	No Charge	N/C
TYPE II	Homestead Associations	\$50.00 deposit No more than 12 hr. use	N/C
TYPE III	Day Use only 7am-10pm	\$200.00	\$75.00+ \$25.00 (one-time cleaning fee)
TYPE IV	Parties/Camping	\$200.00	\$100.00(per 24hr rental) \$25.00 )one time cleaning fee)
TYPE V	Special Event utilizing extra water and/or electricity (i.e. inflatable)	\$200.00	\$100.00 (per 24hr rental) +additional \$100.00 per day per inflatable+ \$25.00 (one time cleaning fee)
TYPE VI	Meeting only	No Charge No more than 6 hr. use	\$25.00+ \$10.00 cleaning fee

Revised on: 01/04/23