

**Kiowea Pavilion & Park**  
**Rental Agreement**  
**(Kalamaula, Molokai)**  
**Limited Right of Entry Permit**

**PERMIT AND LIABILITY AGREEMENT**

**As permitted by the Department of Hawaiian Home Lands (DHHL), an agency of the State of Hawai'i, the applicant is authorized to conduct the activity described in this application. This permit is granted solely for the specific use stated by the applicant, who retains full responsibility and accountability for the activity.**

**The applicant assumes all risks for any injuries or damages that may occur in connection with the permitted activity while on the premises. The applicant hereby releases, waives, and forever discharges the State of Hawai'i, DHHL, Kalama'ula Homesteaders Association (KHA), and their respective agents, officers, and employees from any and all claims, actions, damages, liabilities, or judgments arising from personal injury or property damage sustained while on DHHL premises during the permitted activity.**

**This permit is issued exclusively to the applicant and may not be transferred, assigned, or extended to any other individual or organization.**

**The applicant further agrees to indemnify, defend, and hold harmless the State of Hawai'i, DHHL, KHA, and their agents and employees from and against any and all claims, demands, losses, liabilities, or damages, including those involving property damage or injury to any person, including minor children, arising out of or related to the applicant's use of the premises.**

**RESERVATIONS / DEPOSIT**

Applicants must be current, paid members of the Kalama'ula Homesteaders Association (KHA) to reserve the Kiowea Pavilion/Park. Membership applications are available at Kalamaula.com.

**A \$200 deposit is required to secure the reservation date and facility. Reservations are first come, first served—no dates will be held without payment.**

Each current member may rent the pavilion up to **four (4) times per calendar year**.

Only the applicant is required to sign this agreement. The **full rental fee must be paid at least one (1) month prior** to the scheduled date of use. *Failure to do so will terminate your reservations.*

Rental of the park may not exceed **five (5) consecutive days**.

**REFUND**

The deposit will be refunded provided the park is left in good condition, all trash is removed, and no damages are identified upon final inspection by KHA.

Please allow up to **two (2) weeks** for processing. Refunds will be issued **only to the applicant listed on the agreement.**

**VIOLATIONS**

Any violation or misuse of the park will result in:

- Immediate removal from the premises
- Forfeiture of the deposit
- Suspension of reservation privileges for **six (6) months**

**CANCELLATION**

Applicants must notify KHA of any cancellation **at least one (1) month in advance.**

Failure to provide proper notice will result in a fee equal to **one-half (½) of the deposit and/or rental fee.**

Cancellations must be submitted by:

- Confirmed phone call
- In person
- Written notice

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

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

**For events with 50 or more attendees or campers, the applicant is required to provide additional portable toilet facilities.**

**The existing septic system at Kiowea Park is limited in capacity and may overflow if overused. Pumping the septic tanks is costly (approximately \$700 or more).**

**Kalama‘ula Homesteaders Association (KHA) and the Department of Hawaiian Home Lands (DHHL) require strict compliance with this rule. Failure to adhere may result in partial or full forfeiture of the deposit.**

## PARK RULES AND GUIDELINES

Please be advised of the following rules when using Kiowea Pavilion & Park:

- **No Vehicles on Grass or Under Trees:**  
Absolutely no vehicles are allowed on grassy areas or under shady trees. This includes ATVs, electric bikes, mopeds, off-road vehicles, golf carts, and dirt bikes. Vehicles are also **not permitted** to load or unload equipment or camping gear in these areas.
- **Electricity Use:**  
Temporary electrical hookups are not allowed. Due to voltage limitations, the use of high-powered appliances such as refrigerators and freezers is prohibited.
- **Tables and Equipment:**  
All tables must be returned to the pavilion before leaving the premises.
- **Clean-Up Requirements:**  
All rubbish and garbage must be removed prior to departure. The park must be left in clean, good condition.
  - No loose trash on the grounds
  - Bathrooms must be cleaned

A final inspection will be conducted by DHHL or KHA.

- **Parking Disclaimer:**  
Parking under coconut trees is at your own risk. DHHL and KHA are not responsible for damage caused by falling coconuts or debris.
- **Security Checks:**  
Random checks may be conducted by security personnel for safety purposes.
- **Rule Violations:**  
Failure to follow these rules may result in:
  - Immediate revocation of the permit
  - Suspension of park use privileges for six (6) months
  - Forfeiture of deposit
  - Additional charges for any damages or repairs
- **Prohibited Items and Activities:**
  - No inflatable water slides
  - No illegal fireworks (violations will result in loss of deposit and future use privileges)
  - No excessive noise after **11:00 PM**

## COMMUNITY EXPECTATION

**Please respect the park and surrounding neighbors. We ask that you be responsible and set a positive example for others who use this shared space.**

Name of Organization or Applicant:

\_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Date In: \_\_\_\_\_ Date Out: \_\_\_\_\_

ACTIVITY TYPE: \_\_\_\_\_

1. Department of Hawaiian Home Lands / KHA - No Fee
2. Day Use Only (7am-10pm) - \$75
3. Day Use Only - Ex: Meetings (Up to 4 Hour Use)- \$50
4. Overnight Use (Parties/Camping) See Below Rates

**RATES FOR SMALL PAVILION ONLY:**

**MONDAY THROUGH THURSDAY OVERNIGHT - \$100 Daily (7AM-10PM)**

**WEEKEND OVERNIGHT (FRIDAY - SUNDAY) - \$250 (7AM - 10PM)**

**CLEANING FEE \$50**

**DAY USE (MONDAY - THURSDAY) \$50 up to 4 hours / \$75 (7am-10pm)**

**CLEANING FEE \$25**

**\$200 DEPOSIT**

**Amount of Persons attending event: \_\_\_\_\_**

**Deposit Amount Paid: \_\_\_\_\_ Form of Payment: \_\_\_\_\_**

**Rental Fee Amount Paid: \_\_\_\_\_ Form of Payment: \_\_\_\_\_**

**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: \_\_\_\_\_**