

KAWELA PLANTATION HOMEOWNERS ASSOCIATION
Ka'oini Beach Park Rental/Camping Application

Date: _____

Applicants' Information

KPHA Member ___ Yes ___ No Lot # _____ KPHA Employee ___ Yes ___ No

Name (Last, First, MI): _____

Mailing Address _____ City _____ State _____ Zip Code _____

Home Phone _____ Cell Phone _____

Email Address _____

Emergency Information

Name (Last, First, MI): _____

Home Phone _____ Cell Phone _____

To be filled out by KPHA Office Staff:

Rental Dates:

	Rate	# of Days/Group	Total Due
Park Rental	\$45.00		
Camping Only	\$25.00/10 people		
Water Slide or Bouncing Castle	\$15.00/each/day		
Sub Total			
Key Deposit			\$50.00
Custodial Deposit			\$150.00
Total Amount Due			

**Rental Request will not be confirmed until payment is made no later than 30 days prior to reservation date. **
 Port-a-potties will be required for groups over 100 people.

Payment Received by			Date:
Type of Payment	Cash	Check	Credit Card

Date Received _____ Accepted By _____
Print & Signature

Date Approved _____ Permitted By _____
Print & Signature

Applicant: _____

Type of Rental: _____

Rental Date: _____

Rules and Regulations

Rental Policy:

_____ A Ka’oini Beach Park Rental/Camping Application will be required with a custodial and key deposit for all rentals.
Initial

Liability of Applicant:

_____ Applicant will be required to execute an Indemnity Agreement with Kawela Plantation Homeowners’ Association
Initial (KPHA) providing that it shall defend, indemnify and hold harmless KPHA, it’s officers, agents and employees for any liability damage, loss or injury to any person or property which arises from the negligent, wrongful, unlawful conduct by the applicant in the use of above mentioned facility for which the permit has been issued.

_____ Entrance to the coconut grove on the eastern end of the park is strictly prohibited.
Initial

Custodial Deposit:

_____ Custodial deposits of \$150.00 are refundable upon determination by the General Manager that the cleaning and
Initial restoration of the Ka’oini Beach Park facility has been satisfactorily performed. Custodial deposits will be forfeited to KPHA if restoration is not completed within the time provided for on the permit. If the permit holder does not satisfactorily clean and restore above mentioned facility, KPHA shall perform the necessary cleaning and restoration, deduct the cost of said cleaning and restoration from the deposit and recover by legal means available any cost in excess of said deposit.

_____ Custodial deposits will be forfeited to KPHA for failure of the permit holder to abide by the rules and regulations;
Initial including failure to end activity by the permitted ending time and all curfew and closure times of facility.

Key Deposit:

_____ Key Deposit: \$50.00. Key pickup is available only between 8am and 2pm Monday through Friday, except for
Initial holidays. Key returns can be made during business hours or through the key drop box located at the office.

_____ Failure to pick up key(s) may result in the forfeiture of the permit and authorization to utilize the facility that was
Initial reserved. Key deposits are refundable upon return of the key to KPHA. Key deposits will be forfeited to KPHA in the event that the key is not returned to KPHA within 24 hours after the termination of the activity.

Check Acceptance Policy:

_____ Checks will be accepted for rental, custodial and key deposits no later than 30 days prior to the reservations date.
Initial Please make your check payable to Kawela Plantation Homeowners’ Association. Applicant must make check for the exact amount due with the applicant’s name, address and account number imprinted on the check. No second or third party checks will be accepted. A \$25.00 returned check fee will be charged on any check not honored by the bank for any reason. Failure to make payment on a returned check and on the returned check fee will result in the cancellation to the reservation and future reservations will be denied.

Cancellation Policy:

_____ Notice of cancellation shall be given no later than 14 days prior to activity, to receive a full refund.
Initial

Items Left at Park:

_____ KPHA will not be responsible for any articles left at Ka’oini Beach Park.
Initial

Applicant: _____

Type of Rental: _____

Rental Date: _____

**Severe Weather or Other Emergency
Cancellation Policy**

Initial The activation of the action to suspend all permits and programs will take place when the County Civil Defense Office, Governor, Mayor or KPHA’s General Manager declares a severe weather event or emergency. All events scheduled at the Park will be cancelled if the park is officially closed. The park will reopen only after KPHA personnel has inspected and deemed the facility to be safe for use by the community.

Initial In the event of an earthquake, fire, or other emergency situation that required a staging area or shelter, declaration of the cancellation of permits and programs will be declared as a result of the decision made by the General Manager. At the point of notification to the applicant of the park, the applicant will cease their event.

Initial KPHA will make every effort to give advance notice of the cancellation of any event, or the closure of the park due to severe inclement weather or emergency. However, KPHA reserves the right to cancel any event or close the park without prior notice when it is in the best interest of the health and safety of the public due to severe or inclement weather or other emergencies. Upon application, all permit applicants acknowledge that rescheduling of the park will be accommodated if possible, or a refund will be provided.

Sound Level Policy

Your event may affect the neighborhood in which the park is located. Please be considerate of your neighbors.

We ask for your cooperation regarding the following:

1. Please keep noise at a reasonable level.
2. Your activity, including the amplified sound must stop or turned down at 10:00pm.
3. If you continue to use amplified sound after 10:00pm at unreasonable levels and a complaint is made to KPHA your custodial deposit may be forfeited.

I have read the above and agree to keep the sound level at a reasonable level during my activity. I also understand and agree that KPHA will not be responsible for any damage to my equipment should the power be turned off due to my failure to comply with the 10:00pm curfew and furthermore I understand that my failure to conform to the curfew could result in the forfeiture of my deposit.

Print Name

Signature

Date

