



KAWELA PLANTATION HOMEOWNERS ASSOCIATION
Kaoaini Beach Park Rental/Camping Application

Today's Date: _____

Applicant Information

KPHA Member KPHA Employee Community Member Other _____
 Lot Number _____ *Name of School/Organization*

Name (Last, First, MI) _____

Mailing Address _____ City _____ State _____ Zip Code _____

Home Phone (_____) _____ Cellular Phone (_____) _____

E-mail Address _____

Emergency Contact Information

Name (Last, First, MI) _____

Home Phone (_____) _____ Cellular Phone (_____) _____

Rental Information

Start Date _____ Arrival time _____ Number of Guests _____

End Date _____ Departure Time _____

To be completed by KPHA Office Staff:

Dates Available _____

Rental Description	Rental Times	Rates	# of days	Amount
Partial Day Rental*	8:30am – 2:30pm	\$25.00 per Day		
Night Rental*	3:00pm – 10:00pm	\$55.00 per Night		
Full Day Rental*	8:30am – 10:00pm	\$80.00 per Day		
Park Rental w/ Camping up to 10 persons*	3:00pm – 2:30pm	\$95.00 per Day		
Additional Campers (for Park Rental w/ Camping) *	Per 10 Persons	\$25.00 per day		
Recreational Water Slide or Bouncing Castle**		\$15.00 per day		
*Rates apply to non-KPHA member or staff **Rates apply to all applicants <i>Porta-Potties required for groups over 100 persons</i> <i>Deposits due upon application submittal to confirm dates.</i>	Sub Total:			
	Key Deposit **			\$50.00
	Custodial Deposit **			\$150.00
	Total Amount Due:			

\$200.00 Deposit received on ____/____/____
Cash Check No. _____ Credit Card
Received by _____
Office Staff

Rental Payment received on ____/____/____
Cash Check No. _____ Credit Card
Received by _____
Office Staff

\$200.00 Deposit returned on ____/____/____
Received by _____
Applicant

Canceled reservations date on ____/____/____
Payment Reimbursed
Received by _____
Applicant

Rules and Regulations

Rental Policy:

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

_____ Park rentals reserved by a member or employee for non-members will require member/employee making reservation to be present during the event to get the member rate, otherwise, all rental rates will apply, or custodial deposit will be forfeited.
Initial

Liability of Applicant:

_____ Applicant will be required to execute an Indemnity Agreement with Kawela Plantation Homeowners' Association (KPHA) providing that it shall defend, indemnify and hold harmless KPHA, its 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.
Initial

_____ 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 KPHA Office that the cleaning and restoration of the Kaoaini 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 more than said deposit.
Initial

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

Key Deposit:

_____ Key Deposit: \$50.00. Key pickup is available only between 8am and 3pm Monday through Friday, except for holidays. Key returns can be made during business hours or through the key drop box located at the office.
Initial

_____ Failure to pick up keys may result in forfeiture of the permit and authorization to utilize the facility that was 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.
Initial

Check Acceptance Policy:

_____ Checks accepted for custodial and key deposits are due upon application submittal. Checks accepted for rental are due no later than 30 days prior to the reservation date. Please make checks payable to Kawela Plantation Homeowners' Association. Applicant must write 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.
Initial

Cancellation Policy:

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

Items Left at Park:

_____ KPHA will not be responsible for any articles left at Kaoaini Beach Park.
Initial

**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 requires 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 any amplified music/sound must stop or be turned down at 10:00pm.
- 3. If you continue to use amplified music/sound after 10:00pm at ***unreasonable levels*** and a complaint is made to law enforcement or KPHA your custodial deposit may be forfeited, and future reservations could be denied.

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 and possible denial of any future park reservations .

_____ Print Name

_____ Signature

_____ Date

Release, Acknowledgement and Indemnification

I, the undersigned, also known as the Applicant, has been granted permission by Kawela Plantation Homeowners' Association (KPHA) to use Kaoaini Beach Park as allowed on this permit, for the event to be held on the date(s) stated on above mentioned permit, and does hereby agree for itself, its agent and assigns as follows:

Initial Applicant shall defend, indemnify, and hold KPHA, it's directors, departments and employees, from and against all loss, liability, claims and demands for injury or damage, including but not limited to claims for property damage, personal injury or wrongful death, arising out of or in connection with said usage of Kaoaini Beach Park and shall reimburse KPHA, for its costs and expenses, including reasonable attorney's fees, in connection with any defense of any such claim.

Initial Applicant further agrees that in case KPHA shall without any fault on its part be made party of any litigation commenced by or against the undersigned, then it will defend KPHA in any such litigation and will pay all cost and expenses, including attorneys' fees, should any such cost and expenses be incurred by or imposed on KPHA by or in connection with such litigation.

Initial Applicant shall repair or cause to be repaired all damage, if any, to Kaoaini Beach Park.

I have read and accept all the terms and conditions of this permit and do hereby agree to follow all Rules and Regulations set forth by Kawela Plantation Homeowners' Association.

_____ Print Name	_____ Signature	_____ Date
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IN WITNESS WHEREOF, _____ and the KAWELA PLANTATION HOMEOWNERS' ASSOCIATION have executed this Release, Acknowledgement and Indemnification this _____ day of _____, 20_____.

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20_____, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Notary Public, State of Hawaii
Printed Name: _____

My Commission Expires: _____