

KAWELA PLANTATION HOMEOWNERS ASSOCIATION Kaoaini Beach Park Rental/Camping Application

Today's Date:				
Applicant Information □KPHA Member □KPHA Employee □Collaboration Lot Number □Collaboration	ommunity Member	□Other	Organization	-
Name (Last, First, MI)				_
Mailing Address	City	StateZipC	Code	_
Home Phone ()	Cellular Ph	none ()		_
E-mail Address				
Emergency Contact Information Name (Last, First, MI)				_
Home Phone ()	Cellular Pl	none ()		-
Rental Information Start Date Arrival time_ End Date Departure Time_		Number of Guests		
To be completed by KPHA Office Staff: □Dates Available				
Rental Description	Rental Times	Rates	# of days	Amount
Partial Daytime Rental*	8:00am – 3:00pm	\$25.00 per Day		
Partial Evening Rental*	3:00pm – 10:00pm	\$55.00 per Night		
Full Day (13 hours) Rental*	8:00am – 10:00pm	\$80.00 per Day		
24 hour Park Rental w/ Camping up to 10 persons* Additional Campers (for Park Rental w/ Camping) *	3:00pm – 3:00pm Per 10 Persons	\$95.00 per Day		
*Rates apply to non-KPHA members or staff	Per 10 Persons	\$25.00 per day Sub Total:		
Porta-Potties required for groups over 100 persons		Key Deposit **		\$50.00
Deposits due upon application submittal to confirm dates.		Custodial Deposit ** Total Amount Due:	_	\$150.00
□\$200.00 Deposit received on/ □Cash □Check No □Credit Card □Received by	□Cash	/ment received on/_ □Check No □ oy Office Sta	Credit Card	
□\$200.00 Deposit returned on// □Received by	□Canceled reservations date on//			

Rules and Regulations

Rental Policy:

Initial

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

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.

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

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.

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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.

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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.

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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.

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.

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Cancellation Policy:

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

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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

Date

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 e	vent may affect the neighborhood in which the park is located. Please be considerate of your neighbors.					
1. 2.	for your cooperation regarding the following: Please keep noise at a reasonable level. Your activity, including any amplified music/sound must stop or be turned down at 10:00pm. If you continue to use amplified music/sound after 10:00pm at <i>unreasonable levels</i> and a complaint is made to law enforcement or KPHA your custodial deposit may be forfeited, and future reservations could be denied.					
and agr to my f	read the above and agree to keep the sound level at a reasonable level during my activity. I also understand the that KPHA will not be responsible for any damage to my equipment should the power be turned off due failure to comply with the 10:00pm curfew and furthermore I understand that my failure to conform to the could result in the forfeiture of my deposit and possible denial of any future park reservations.					

Signature

Print Name

Release, Acknowledgement and Indemnification

Assoc	undersigned, also known as the iation (KPHA) to use Kaoaini Bermentioned permit, and does herely	ch Park as allowed on this p	ermit, for the event to			
Initial	Applicant shall defend, indemnify, and hold KPHA, it's directors, departments and employees, from and against a 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 sha 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 commenced by or against the ur expenses, including attorneys' f in connection with such litigation	dersigned, then it will defend ees, should any such cost and	KPHA in any such liti	gation and will pay all cost and		
Initial	Applicant shall repair or cause t	be repaired all damage, if a	ny, to Kaoaini Beach P	ark.		
	read and accept all the terms and th by Kawela Plantation Homeow		do hereby agree to fol	low all Rules and Regulations		
	Print Name	Sig	nature	Date		
IN W	ITNESS WHEREOF,		and the	KAWELA PLANTATION		
HOM	EOWNERS' ASSOCIATION hav	e executed this Release, Ac	knowledgement and In	demnification this		
day of	, 20	·				
	E OF HAWAII) NTY OF MAUI)	SS.				
instru	sday of personally known, who, being be ment as the free act and deed of succute such instrument in such capa-	h $person(s)$, and if $applicable$	nally appearedl, did say that such pee, in the capacities show	rson(s) executed the foregoing vn, having been duly authorized		
		Notary Public, State Printed Name:	of Hawaii			
		My Commission Fx	nires:			