

DATE RECEIVED: _____

FOR OFFICE USE

| |
|--|
| <input type="checkbox"/> TO BE SUBMITTED |
| <input type="checkbox"/> Health Clearance |
| <input type="checkbox"/> Insurance |
| <input type="checkbox"/> Shorewater Permit |
| <input type="checkbox"/> Temp. Conc. Appl. |
| <input type="checkbox"/> 501-C Nonprofit |

DEPARTMENT OF PARKS AND RECREATION
 Permits Office
 650 South King Street, 1st Floor
 Honolulu, Hawaii 96813
 Phone: 768-3440

FOR OFFICE USE

| |
|--------------------|
| LOG/CARD: |
| Sent to area..... |
| Faxed to area..... |
| Notified On: |

APPLICATION FOR USE OF PARKS FACILITIES

(Completed form must be received in the Department of Parks and Recreation **(3) weeks prior** to requested date of use.)

Park Requested _____ Date Submitted _____

Area/Facilities Requested _____

Organization _____ Representative _____

Date of Event _____ Time _____ to _____

Name and Description of Activity _____

Cost of Admission and Reason for Charge _____ No. of People Expected _____

RESPONSIBILITY FOR DAMAGES: All permits issued by the Department of Parks and Recreation shall be subject to the regulations of the Department and City Ordinances, and persons, team or organization to whom such permits are issued shall be liable for loss, damage or injury to persons or property resulting from the use of the public facilities under such permits, as well as breach of the regulations or ordinances, to the person or persons suffering such loss, damage or injury, and to the Department of Parks and Recreation in case said Department shall become liable for such loss, damage, or injury. Any and all damage to grounds and/or facilities must be fully and completely restored after the end of the Department authorized event.

ALL OFFICIAL FEES MUST BE PAID NO LATER THAN 7 DAYS PRIOR TO THE EVENT AT DPR PERMIT SECTION (MAKE CHECKS PAYABLE TO: CITY AND COUNTY OF HONOLULU)

I have read the above and will accept the responsibilities as stated.

Deposit \$ _____

Applicant _____
SIGNATURE

Processing Charge \$ _____

Title _____

Kitchen Charge \$ _____

Address _____

Attendant/Custodian Service . . . \$ _____

City _____ State _____ Zip _____

Commercial Fee \$ _____

Phone _____
BUSINESS/CELL OTHER NUMBER

Rental Charge \$ _____

Recommended Approval: _____ **District:** _____

Other. \$ _____

Area Director _____

Total. \$ _____

Maintenance _____

Special Conditions:

FINAL APPROVAL BY:

PARKS PERMITS OFFICER

Date _____

FOR OFFICE USE ONLY

TERMS AND CONDITIONS

1. **Revocation.** The Department of Parks and Recreation shall have the authority to revoke a permit and/or stop a use in progress upon reasonable notification and the opportunity to cure a violation of the conditions or standards for issuance as set forth in Revised Ordinances of Honolulu Chapter 10, and the rules and regulations promulgated pursuant to Revised Ordinances of Honolulu Section 10-1.3(b), as amended.
2. **No Assignment.** Permittee shall not transfer, assign, sell or grant use of any or all of the days or all or any portion of the facility/park site granted to permittee under this permit.
3. **Laws and Rules.** Permittee shall comply with all state and federal laws, including laws prohibiting discrimination against persons with disabilities, City ordinances, rules and regulations of the Department of Parks and Recreation applicable to activities in City parks; permittees to whom such permits are issued shall be bound by such laws, ordinances, rules and regulations as though the same were incorporated in such permits.
4. **Damages.** a) Except for public assemblies, permittee shall be liable for loss, damage or injury to persons or property resulting from permittee's use of the park or park facility under such permit, as well as any breach of City regulations or ordinances, to the person or persons suffering such loss, damage, or injury, and to the City in the event the City shall become liable for such loss, damage or injury. Any and all damage to the park and/or park facilities must be fully and completely restored within 7 days after the end of the permitted event.

b) **For DOE events identified in attached list:** The State shall indemnify, defend, and hold harmless the City and County of Honolulu, its officers, employees, and agents, from any and all claims of liability for any damage to real or personal property or injury to or death of any persons when such damage, injury or death arises out of the action or omission of the State, its officers, employees, agents, consultants, contractors, or invitees in conjunction with the specific activities at the specific facilities on the specific dates and at the specific times listed on the attachment entitled "Department of Education Use of City and County of Honolulu Facilities from _____ through _____"; provided that the State shall not be required to indemnify, defend, or hold harmless, the City and County of Honolulu, its officers, employees and agents, from any claims of liability for any damage to real or personal property or injury to or death of any persons, when such damage, injury or death arises out of the action or omission of the City and County of Honolulu, and/or its officers, employees, agents, consultants, contractors, or invitees, regarding the maintenance and repair of the specific facilities listed on the attachment entitled "Department of Education Use of City and County of Honolulu Facilities from _____ through _____". This provision shall not be read or interpreted to create any liability of the State or any person or entity to any person or entity, except for the duties to indemnify, defend, and hold harmless set forth herein. This provision is not intended to and shall not be interpreted to benefit any third person, or to benefit or create any third-party beneficiary.
5. **Responsibility.** Permittee assumes responsibility for all activities it conducts during the permitted event, including but not limited to, supervision and control to prevent injury or damage; maintenance of the premises during the use, including removal and disposal of debris and refuse. Upon expiration of the permit, permittee shall promptly return the premises in as good condition as received, reasonable wear and tear excepted.
6. **Cancellation.** Cancellation or changes in schedules must be promptly reported to the Department of Parks and Recreation.
7. **Fees.** Charging admission or the sales of goods and services is prohibited, unless prior written permission has been obtained from the Department of Parks and Recreation.
8. **Fires.** Only charcoal may be used for cooking fires which must be placed in barbecue stoves where provided. If private barbecue stoves are used, they must be lifted at least 12 inches above the grass and kept away from tree trunks and other plants.
9. Permittee shall not take possession of any equipment in the park. Pavilions may be not reserved for exclusive use by a permittee.
10. **Alcohol.** The consumption or possession of alcoholic beverages other than in a container in the manufacturer's sealed condition, is prohibited.
11. **Animals.** Animals are prohibited from all parks except by permit. Dogs are permitted in areas designated as off-leash parks or in designated areas for leashed dogs.
12. **Utilities.** Utility hookups are by special permit only.
13. **NO DRIVING OR PARKING ON THE GRASS.**
14. **Noise.** Noise exceeding the standards set forth in Revised Ordinances of Honolulu Section 10-1.2(b)(8) is prohibited except as authorized by permit.
15. **Additional Terms and Conditions.** This permit is subject to the additional terms, conditions and covenants which are attached hereto and incorporated herein.
16. **NO SMOKING.** Smoking is prohibited at all City and County of Honolulu parks, beaches and park facilities.

Permittee agrees to comply with City ordinances, including Revised Ordinances of Honolulu Chapter 10, the rules and regulations of the Department of Parks and Recreation, and the terms and conditions of this permit. Permittee understands that non-compliance may result in revocation of this permit. If Permittee is an organization, the undersigned certifies that he/she is authorized to sign on behalf of Permittee.

By _____
Signature
Organization: _____

Date: _____