

RULES AND REGULATIONS
DEPARTMENT OF PARKS AND RECREATION OF THE
COUNTY OF HAWAII

RULE 3
RULES RELATING TO
PANAewa EQUESTRIAN CENTER

EFFECTIVE DATE: NOVEMBER 5, 2006

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RULE 3 - RULES RELATING TO THE PANA'EWA EQUESTRIAN CENTER

Section 1. Definitions

- A. "Lessee or "Rentee" means any individual or group having completed an "Application for Use of the County Facilities" form, signed a lease agreement, paid the necessary deposit fees (if stipulated), and has a confirmed reservation date. "Lessee" shall be distinguished from "Rentee" in that the rentee rents out the County-owned stables on a yearly basis and the lessee leases the racetrack (and stables) or rodeo arena for the purpose of sponsoring special events.
- B. "Director" shall mean the Director of Parks and Recreation.
- C. "Parking Attendant" means person assigned by the lessee or Department of Parks and Recreation to control vehicular traffic and parking patterns within the Pana'ewa Equestrian Complex grounds
- D. "Security Guards" means employees of agencies licensed by the State of Hawai'i, Department of Regulatory Agencies, who are directly assigned to perform security guard functions.
- E. "Patrons" means these persons in attendance at daily function or event by virtue of paid admission or admission authorized by the lessee.
- F. "Special Events" means activities held at the complex where formal application procedure for reservations and use have been adhered to.
- C. "Attendant" means an assigned representative of the Department of Parks and Recreation present at all special events to oversee and verify that all rules and regulations have been enforced by the lessee and his representative or agents.
- H. "Pana'ewa Equestrian Center" means all of that certain parcel of land set aside by the County of Hawai'i for the specific purpose of utilizing the area for equestrian activities including the racetrack, rodeo arena, stables, paddocks, parking area, and other equestrian-oriented facilities to be developed by the Department of Parks and Recreation concerning approximately 77 acres.
- I. "Public Use" means the right of any individual to utilize a public facility when not reserved for exclusive use.
- J. "Outdoor Stalls" means those holding paddocks to be exclusively used by displaced rentees of the County-owned stables during those periods of time

when rentees are pre-empted by a lessee of the racetrack and rodeo premises in the manner described by Rule E-4-1.

- K. "Service Animals" means animals that are individually trained to perform tasks for people with disabilities; such as any guide dog, signal dog, or other animal trained to provide assistance to persons with visual, hearing, or physical impairments.

Section 2. General Rules and Regulations Affecting the Public or Lessee of Pana'ewa Equestrian Center

- A. No person shall commit any disorderly, obscene, indecent, or unlawful act or conduct himself in any manner that may be detrimental to the health, safety and/or individual rights of others.
- B. No person shall conduct or participate in gambling of illegal form nor operate any illegal gambling devices within the Equestrian Center.
- C. All garbage, papers, cans and other refuse or materials shall be placed in receptacles provided for such use.
- D. No person shall destroy, injure, deface or disturb in any way, any building, sign, fixture, equipment or other County personal properties.
- E. Being under the influence of alcoholic beverages, intoxicating or stimulating drugs or inhalants is prohibited.
- F. Possession, sale or consumption of alcoholic beverages, shall not be permitted without the written approval of the Director and with proper authorization of the Hawai'i County Liquor Commission and Hawai'i County Police Department.
- G. The Department of Parks and Recreation shall not be responsible for any theft, damage or vandalism of any personal properties of the lessees, rentees, patrons, participants, or sponsors within the Equestrian Center.

Section 3. Parking and Vehicular Control

- A. Parking of vehicles, including horse trailers, shall be allowed in designated areas only.
- B. All persons shall observe all "NO PARKING" signs.
- C. When parking attendants are utilized, parking shall be limited to the parking area so designated by the attendant.
- D. Parking upon and within the Pana'ewa Equestrian Center shall be restricted to

sponsors, participants, spectators, and patrons during each special event.

- E. Vehicles operating within the confines of the Equestrian Center shall be limited to a speed of not more than 10 mph.
- F. Possession or consumption of alcoholic beverages, intoxicating or stimulating drugs in and around vehicles in parking areas is prohibited.
- G. There will be no overnight camping of any kind within the Equestrian Center or on the premises connected thereto.

Section 4. Operations of the Equestrian Center Facilities

- A. The facilities situated in the Equestrian Center shall be made available for lease by any individual or other entity provided such use is consistent with all rules and regulations as hereinafter provided.
- B. The Director of Parks and Recreation, or his designated representative shall be empowered to enforce all rules and regulations as are provided herein and to establish such rules and regulations as are found to be necessary to protect the safety, health and welfare of the public and County government as well as to prevent the destruction of the properties and grounds.
- C. All members of the public shall be entitled to the equal benefit and enjoyment of County facilities at the Pana'ewa Equestrian Center. The Director and/or Director's designated representative shall not discriminate against any person or group of persons on the basis of race, religion, color, sex, age, disability or national origin regarding such use or access.
- D. Operations of the County-owned Stables.
 - 1. Rules and Regulations affecting Reservations and Applications for Use.
 - a. Assignment of stalls shall be made on a lottery drawing basis which shall be held annually during the month of September. Assignments shall be made on the basis of the first name drawn, first choice, second name drawn, second choice, and so forth until all stalls are assigned. The lottery shall thereafter continue until all eligible lottery applications are drawn and listed, in the order drawn, for the purpose of establishing a waiting or priority list from which, should stalls be vacated for any reason, stall assignments will again be made on the basis of the order in which the waiting list applications were drawn.
 - b. All stall assignments made, whether by original lottery assignment or by the waiting list assignment, shall terminate one year from the date of the annual lottery unless otherwise specified in these rules.

- c. Applications for the lottery drawing shall be made available to the public by the Department of Parks and Recreation, 25 Aupuni Street, Hilo, Hawai'i, 96720, within ten (10) day period prior to the date of the lottery.
 - d. Applications must be submitted within the ten (10) day period to the Department of Parks and Recreation, 25 Aupuni Street, Hilo Hawai'i, to be eligible for the lottery drawing. Applications will not be accepted on the date of the lottery or prior to the ten (10) day filing period.
 - e. All applicants for the lottery must be residents of the County of Hawai'i, responsible adults, and the legal owner of the horse for which the application is being made.
 - f. Lottery drawing applications, as well as the assignment of stalls, shall be limited to no more than one application or stall per family. For the purpose of this rule, "family" shall be defined as including husband and wife and all sons and daughters below the age of eighteen (18) years of age of that husband and wife.
 - g. All applications submitted in violation of all applicable rules of this section and other sections as hereinafter provided, shall be considered void and all assignments of stalls contracts, rental agreements, etc. made as a result of the application shall be deemed void and further that all fees collected prior to such voiding action shall not be refundable.
 - h. Notice of the lottery drawing shall be published in a daily English print newspaper of county-wide circulation at least twenty (20) days prior to the date the lottery is to be held. Such notice shall specify the date, time and place of the lottery and the dates, times, and places where lottery applications may be obtained.
 - i. Denial of application may be made by the Director and/or his designated representative when, in his opinion, such denial is in the best interest of the health, safety, and welfare of the County of Hawai'i and/or the general public.
2. Rules Affecting Staff Services.
- a. The caretaker assigned to the Center shall maintain the grounds during normal working hours of a normal working day.
 - b. The caretaker shall inspect stalls regularly to regulate the maintenance and cleanliness of each stall.

3. Rules Affecting Responsibilities of Rentee.
 - a. The rentee shall be required to sign a written rent agreement covering the length of time the rentee has full use of the stall; the agreement shall include the requirements to be fulfilled by the rentee before, during, and after the use of such stall.
 - b. The rentee shall abide by the rules, regulations, and policies of the Department of Parks and Recreation and any directives set by the Director. In the event of dispute or otherwise, the rentee shall accept the Director's interpretation of all department rules, regulations, policies, and directives as binding and controlling.
 - c. The rentee shall not assign or sublet his stall. All rights of the rentee shall automatically terminate upon a subletting or assignment of the stall.
 - d. The rentee shall at all times use due care to assure public safety and shall indemnify and hold the County of Hawai'i harmless from all claims and demands for property damage, personal injury, or wrongful death arising out of or in connection with the use of the stalls and grounds.
 - e. The rentee shall be held liable for all damages incurred to persons or property during the term of his lease if he or his horse is found to be the primary cause of the damages or injuries.
 - f. The rentee shall show evidence of liability and property damage insurance in accordance with specifications set forth by the Department of Parks and Recreation prior to signing the lease agreement (attached Exhibit A).
 - g. The rentee shall deposit a sum equal to covering the cost of returning the stall to its original condition prior to the renting of the stall. All deposits shall be forfeited for any infractions of rules and regulations set up by the department.
 - h. The rentee shall maintain his stall in good condition. The Director and/or his designated representative shall have the sole authority to determine whether rentee complies with this requirement.
 - i. The rentee shall house equines only in the stalls.
 - j. The rentee shall use approved bedding material such as wood shavings, sawdust or sand cinders in the stalls.
 - k. The rentee shall not alter the stalls in any manner without prior approval of the Director or his designated representative. The

rentee shall specify in writing, any alterations to be done to the stall and the restoration shall be the responsibility of the rentee when his term of the lease has expired. Deposit shall not be refunded until all dismantling or restoration has been completed.

- l. The rentee shall keep all feed in covered metal containers.
 - m. The rentee shall deposit all stall cleanings in disposal containers provided.
 - n. The rentee shall be responsible for his horse's behavior. If it is deemed that the horse's presence is detrimental to the safety and health of other renters and horses, the department shall be empowered to request that the horse be removed immediately.
 - o. The rentee shall vacate his stall on dates specified by the department. Reasonable notice shall be given to each rentee. A fine of \$10.00 per day shall be levied if stalls are not vacated by the specified date.
 - p. The rentee shall provide for his own stall locks and shall also provide the department with a duplicate key.
 - q. The rentee shall not deny free and immediate access to the stalls by the Director or his designated representative for the purpose of periodic inspections.
4. Use of Equipment by Rentee.
- a. The rentee shall be responsible for obtaining equipment other than that assigned to each individual stall through his/her own efforts. The department shall not be responsible for any theft or vandalism of any personal properties of the rentee.
 - b. All costs incurred for the repairs of the stalls shall be charged to the rentee.
5. General Rules Affecting Individuals and Rentees Around the Stable and Immediate Premises.
- a. All horses shall be washed in wash areas only.
 - b. All horses shall be [shoed] shod in shoeing areas only.
 - c. Aside from department personnel, no one shall be allowed in any individual stall without proper authorization of the rentee or the department.

- d. During the racing season or on other special events, all stalls shall be assigned on a daily basis. Horses failing to compete shall vacate each stall if the stall is needed and requested by the sponsor of the event. Assignment of stalls and collection of stall rentals shall be made by the sponsor of the special event. Rental of all stalls shall be collected upon occupation of the premises and money so collected shall be turned over to the Department of Parks and Recreation and be in addition to the rent charged of the lessee. The lessee shall not rent the stalls for more than \$10.00 per month per stall and the stalls so rented may not be sublet or otherwise assigned.

6. Deposits, Fees, and Related Charges.

- a. The rentee shall be required to make a deposit prior to the use of his assigned stall to show evidence of good faith to cover any costs due to the loss of property or damage of property during the use of the stall. After expiration of the rental agreement, deposits shall be refunded after inspection of the stall has been completed by the department and has been deemed satisfactory in terms of maintenance standards. A partial sum of the deposit may be retained by the department to cover the costs of repairs and cleaning of the stalls.
- b. Rental and Deposit fees shall be charged as per the following schedule:

| | |
|-----------------------|--------------------|
| Rental | \$ 25.00 per month |
| | \$150.00 annually |
| Initial Deposit | \$ 25.00 |

Rental rates and deposit fees may be adjusted due to the rise or lowering of maintenance costs, utility costs, etc. Rental fees shall be collected quarterly. Fees are to be paid in advance for each quarter of use. Refunds of rental shall be based on a pro-rated amount derived by dividing the number of days stalls have been in use. Failure to pay the rent after ten days of the due date without a valid reason shall mean immediate eviction by the department.

- E. Operations of the Horse Racing Arena and Track.
1. Rules and Regulations Affecting Reservations and Applications for Use.
 - a. All reservations for use of the racing arena and track shall be made with the Department of Parks and Recreation 25 Aupuni Street, Hilo, Hawai'i, 96720.
 - b. Reservations shall be made only by responsible adults or responsible representatives of the sponsoring organizations.
 - c. Reservations shall be accepted on a first come-first served basis in writing and only upon the approval of the Director or his designated representative.
 - d. Applicants must submit for approval an "Application for the Use of County Facilities" form. Approval of such application, signing of the lease agreement, and receipt of the prescribed deposit (if stipulated) shall confirm the reservation date. All reservations not so submitted and approved shall be considered tentative subject to withdrawal by the Director.
 - e. All applications shall be submitted no later than three months prior to the scheduled event. Deposits (if stipulated) applied and received for any reservation application shall not be refunded if such reservation is cancelled within two months prior to the scheduled date of the event.
 - f. The Director shall have full authority for the adjustment of reservation dates when considering financial returns to the County, program diversification, and public approval.
 - g. Denial of applications may be made by the Director and/or his designated representative when, in his opinion, such denial is in the best interests of the County of Hawai'i and/or the general public. Such reasons include: poor credit risks, conflict of events, safety of patrons and participants, etc.
 - h. Reservations for events covering a period of several days within a week or month may be submitted on one application form, but must be accompanied by a schedule of the events indicating dates, times, and other pertinent information regarding the conduct of the events.

2. Rules Affecting Staff Service.

- a. Attendant service shall be required for each function and shall be provided without charge by the departmental staff during normal working hours of each working day. A fee in accordance with Rule E-7-c of this section shall be charged the lessee for every after-working hour function up to a maximum of five (5) hours and for each hour thereafter.
- b. Janitorial Services shall be provided by the Department of Parks and Recreation during normal working hours of each normal working day. A janitorial fee in accordance with Rule E-7-d of this section shall be charged the lessee for each day of use after normal working hours.

3. Rules Affecting Concession.

- a. All refreshment concessions shall be given to the lessee of the racetrack or to any individual or organization designated by the lessee. Should the lessee decline the operational rights of the concession, the Director with the consent of the lessee, may assign such concession rights by informal bids to other interested parties.
- b. The operator of the concession shall be charged a minimum of \$10.00 or five percent (5%) of the gross income of the concession operation, whichever is greater. Computation of gross income from the concession shall be made in the presence of a representative of the Department of Parks and Recreation. The Director or his designated representative shall have the right to audit the concession figures for any discrepancies. Funds derived from concession charges shall be deposited to the credit of the County General Fund.
- c. All concession operators shall abide by rules set down by the State of Hawai'i, Department of Health, for the handling of food.
- d. The Director and/or his designated representative reserves the right to ban the sale of any foodstuff considered to be detrimental to the health of patrons or may contribute to unsanitary conditions of the racetrack and premises. The Director and/or his designated representative shall be notified of any foodstuff to be sold at the refreshment concession one week prior to any sale thereof.

4. Rules Affecting Responsibilities of Lessee of Racetrack.

- a. The lessee shall be required to sign a written agreement covering the length of time the lessee has full use of the racetrack; the agreement shall include the requirements to be fulfilled by the

lessee before, during, and after the scheduled events.

- b. The lessee shall abide by the rules, regulations, and policies, of the Department of Parks and Recreation and any directives set by the Director; the lessee shall accept the Director's interpretation of all department rules, regulations, policies, and directives.
- c. The lessee shall not sublet or assign the use of the racetrack to any other person or organization without the prior written consent of the Director and/or his designated representative.
- d. The lessee shall at all times use due care to assure public safety and shall indemnify and hold the County of Hawai'i harmless from all claims and demands for property damage, personal injury, or wrongful death arising out of or in connection with the use of the herein mentioned racetrack and premises by the lessee, his employees, agents or contractors as per Rule 4-n.
- e. The lessee shall be held liable for all damages incurred to persons or property while on the racetrack premises.
- f. The lessee shall not allow patrons to carry into the racetrack or possess articles made of glass or other objects which can conceivably be used as missiles and cause bodily damage to others.
- g. The lessee shall provide for police protection of either Hawai'i County police officers and/or bonafide security guards (see definition). The lessee shall submit written evidence confirming the hiring of the required number of security personnel, to be used seven (7) days prior to the scheduled event. The minimum number of security personnel to be used for any occasion shall require prior approval of the Director or his designated representative. The Director may, at his option, hire the required number of security personnel as agents of the lessee and bill the lessee for the costs of such services or may collect in advance the entire or a partial amount necessary to cover the costs of such services. If a partial amount is collected, the lessee shall be billed for the balance of the amount due to the security personnel for their services.
- h. Security personnel such as police officers or security guards shall be responsible for maintaining order, enforcing all rules and regulations affecting the use of the racetrack and its grounds as well as other laws of the County and State of Hawai'i. Such personnel shall be under the supervision and control of the lessee. All security personnel shall be familiar and knowledgeable of all rules and regulations contained herein.

- i. The lessee shall provide for ticket sellers, ticket collectors, exit controllers, and other personnel as may be required for the operations of the racetrack and premises. The Director, at his option, may hire the necessary ticket sellers and ticket collectors for the purpose of accounting for gate receipts.
- j. The lessee shall not, when admission is charged, permit entry into the racetrack unless a torn ticket stub is deposited for each person into the receptacles provided for such use. Such stubs must be identifiable with regard to the price paid for the same and shall become the property of the Department of Parks and Recreation, County of Hawai'i. All season tickets except no-cost complimentary tickets, shall have disposable or perforated stubs indicating the pro-rated cost of each stub. Gate receipts shall be computed by multiplying the total amount of stubs collected by the pro-rated cost of each stub.
- k. Rental charges shall be based on the amount of gross proceeds reported by the lessee as having been derived directly from the event sponsored. The lessee shall be requested to submit full written disclosure of the gross proceeds earned and shall grant the County of Hawai'i full authority to request from the Department of Taxation, State of Hawai'i, a copy as to the gross income derived from the event for confirmation.
- l. The lessee shall not have radio or television broadcasts, movies, films, recordings, or videotapes made of any performances or events in the facilities leased unless specific written permission is granted by the Director. A charge equal to thirty percent (30%) of all consideration received by the lessee for radio and television broadcasts, movies, recordings, videotapes, films, or residual rights resulting from the use of the racetrack shall be levied.
- m. The Director shall require the lessee to show evidence of liability and property damage insurance in accordance with specifications set forth by the Department of Parks and Recreation (see Exhibit B).
- n. The lessee shall rent all stalls during the special events and shall assign stalls to the different participants. The lessee shall deposit with the department an amount equal to the number of days the stalls will be used times the daily rental rate. The lessee shall be responsible for the collection of rentals of the assigned stalls.
- o. The Director shall require the lessee to post a proper amount of bond equal to the estimated costs that may be accrued by the County of Hawai'i to protect the County's interests for any special agreements made between the lessee and the Department of

Parks and Recreation.

- p. The lessee shall confine activities to hours designated in the lease agreement, including all preparation and cleanup time.
 - q. All construction, decorating, placement, setting up, dismantling, and removal of all equipment and appurtenances shall require prior approval of the Director or his designated representative and shall be the responsibility of the lessee. The lessee shall specify, in writing, any alterations to be done to the racetrack facilities and grounds prior to applying for use of the facility for special events.
 - r. The lessee shall not deny free and immediate access to the racetrack by the Director and/or his designated representative for the purpose of periodic inspections.
 - s. The lessee shall clearly mark off areas where all spectators are to be confined, where spectators shall not be allowed, and shall be solely responsible to see that spectators abide by such direction.
5. Use of Equipment by Lessee.
- a. The lessee shall be responsible for obtaining equipment other than that assigned to the racetrack through his own efforts.
6. Rules Affecting the Individual and Patron in the Racetrack.
- a. No person shall be allowed within the track and preparation areas except those authorized by the sponsor of the event (during the time the event is taking place). Sponsor of the event is solely responsible for adherence to this rule and shall be held solely liable for any consequences resulting from non-adherence to this rule.
 - b. Public practice sessions on the track shall be allowed only when the facility is not granted to a sponsor for its exclusive use.
 - c. No person shall be allowed to use the racetrack facilities for practicing or playing golf.
 - d. All unauthorized vehicles including bicycles, motorcycles, motor scooters and other similar-type vehicles are prohibited from parking or being driven within the racetrack premises except for emergency vehicles or those authorized by the Department of Parks and Recreation.
 - e. When not reserved for exclusive use, individuals may utilize the racetrack for activities and do not need to apply for reservations. Individuals shall, however, make the facilities immediately available

to any organization that has been granted use of the facility by the Department of Parks and Recreation.

- f. The racetrack shall be exclusively confined to use for horse-oriented activities such as horse racing, training, and riding.
- g. No person shall sit, stand, or lay down in areas provided for egress and ingress of participants, horses, patrons, and emergency vehicles.
- h. The inside of the track shall not be used as pasture or holding paddock.
- i. No horses shall be left unattended on the track.
- j. No animals except horses and service animals shall be allowed on the track and immediate premises.
- k. All individuals utilizing the track shall abide by the rules, regulations, and policies of the Department of Parks and Recreation and by directives set by the Director; the individual shall accept the Director's interpretation of all department rules, regulations, policies and directives.
- l. The individual utilizing the track facilities shall be solely responsible for his horse's behavior. If it is deemed that the horse's presence is detrimental to the safety of other horses and individuals, the department shall be empowered to request that the horse not be permitted within the confines of the Equestrian Center.

7. Deposits, Fees, and Related Charges.

- a. The Director, or his designated representative, shall reserve the right to request for a deposit if deemed necessary to confirm that reasonable notice will be given should a scheduled event be cancelled or show evidence of good faith by the lessee to cover any costs due to a loss of property or damage to property during the use of the facilities. The lessee shall also be required to put down a deposit for the use of the stalls vacated for use for the special event.
- b. A rental charge of five percent (5%) of the gross income directly derived from the use of the racetrack shall be levied when admission to the races are limited by paid admission or monetary donations to the lessee.
- c. Attendant Service Fee shall be charged as per the following schedule for all events held on the racetrack:

Every working hour function
 (up to 5 hours) \$20.00 per attendant
 Each additional hour
 (over 5 hours) \$4.00 per attendant

- d. Janitorial Service Fee shall be charged as per the following schedule for all events:

Sunday through Thursday \$15.00 per day

Friday, Saturday, and days
 prior to holidays \$25.00 per day

- e. The lessee shall pay all fees and charges in accordance with the terms of the lease agreement within thirty (30) days after the scheduled event.

F. Operations of the Rodeo Arena and Related Facilities.

1. Rules and Regulations Affecting Reservations and Applications for Use.

- a. All reservations for use of the rodeo arena and related facilities shall be made with the Department of Parks and Recreation, 25 Aupuni Street, Hilo, Hawai'i, 96720.
- b. Reservations shall be made only by responsible adults or responsible representatives of the sponsoring organization
- c. Reservations, in writing, shall be accepted on a first come-first served basis and only upon the approval of the Director or his designated representative.
- d. Applicants must submit for approval an "Application for the Use of County Facilities" form. Approval of such application, signing of the lease agreement, and receipt of the prescribed deposit (if stipulated) shall confirm the reservation date. All reservations not so submitted and approved shall be considered tentative subject to withdrawal by the Director.
- e. All applications shall be submitted no later than three (3) months prior to the scheduled event. Deposits (if stipulated) applied and receipted for any reservation application shall not be refunded if such reservation is cancelled within two months prior to the scheduled date of the event.
- f. The Director shall have full authority for the adjustment of reservation dates when considering financial returns to the County,

program diversification, and public approval.

- g. Denial of applications may be made by the Director and/or his designated representative when, in his opinion, such denial is in the best interests of the County of Hawai'i and/or the general public. Such reasons include poor credit risks, conflict of events, safety of patrons and participants, etc.
- h. Reservations for events covering a period of several days within a week or month may be submitted on one application form, but must be accompanied by a schedule of events indicating dates, times, and other pertinent information regarding the conduct of such events.

2. Rules Affecting Staff Service.

- a. Attendant service shall be required for each function and shall be provided without charge by the departmental staff during normal working hours of each working day. A fee shall be charged the lessee for every after-working hour function up to a maximum of five (5) hours and for each hour thereafter in accordance with rule 7-e of Section 4-E.
- b. Janitorial Services shall be provided by the Department of Parks and Recreation during normal working hours of each normal working day. A janitorial fee shall be charged the lessee for each day of use during after-working hours in accordance with rule 7-d of Section 4-E.

3. Rules Affecting Concession.

- a. All refreshment concessions shall be given to the lessee of the rodeo arena or to any individual or organization designated by the lessee. Should the lessee decline the operational rights of the concession, the Director, with the consent of the lessee, may assign such concession rights by informal bids to other interested parties.
- b. The operator of the concession shall be charged a minimum of \$10.00 or five percent (5%) of the gross income of the concession operation, whichever is greater. Computation of gross income from the concession shall be made in the presence of a representative of the Department of Parks and Recreation. The Director or his designated representative shall have the right to audit the concession figures for any discrepancies. Funds derived from concession charges shall be deposited to the credit of the County General Fund.

- c. All concession operators shall abide by rules established by the State of Hawai'i, Department of Health, for the handling of food.
 - d. The Director and/or his designated representative reserves the right to ban the sale of any foodstuff considered to be detrimental to the health of patrons or may contribute to unsanitary conditions of the rodeo arena facilities and grounds. The Director and/or his designated representative shall be notified of any foodstuff to be sold at the refreshment concession one week prior to any sale thereof.
4. Rules Affecting Responsibilities of Lessee of Rodeo Arena and Grounds.
- a. The lessee shall be required to sign a written agreement covering the length of time the lessee has full use of the rodeo arena; the agreement shall include the requirements to be fulfilled before, during, and after the scheduled events.
 - b. The lessee shall abide by the rules, regulations, and policies of the Department of Parks and Recreation and any directives set by the Director; the lessee shall accept the Director's interpretation of all department rules, regulations, policies, and directives.
 - c. The lessee shall not sublet or assign the use of the rodeo arena to any other person or organization without the express written consent of the Director and/or his designated representative.
 - d. The lessee shall at all times use due care to assure public safety and shall indemnify and hold the County of Hawai'i harmless from all claims and demands for property damage, personal injury, or wrongful death arising out of or in connection with the use of the herein mentioned rodeo arena and premises by the lessee, his employees, agents, or contractors as per rule 4-m.
 - e. The lessee shall be held liable for all damages incurred to persons or property while in the rodeo arena or upon its immediate premises.
 - f. The lessee shall not allow patrons to carry into the rodeo arena or possess articles made of glass or other objects which can conceivably be used as missiles and cause bodily damage to others.
 - g. The lessee shall provide for police protection of either Hawai'i County police officers and/or bonafide security guards. The lessee shall submit written evidence confirming the hiring of the required number of personnel to be used seven (7) days prior to the scheduled event. The minimum number of security personnel to be

used for any occasion shall require prior approval of the Director or his designated representative. The Director may, at his option, hire the required number of security personnel as agents of the lessee and bill the lessee for the costs of such services or may collect in advance the entire or a partial amount necessary to cover the costs of such services. If a partial amount is collected, the lessee shall be billed for the balance of the amount due to the security personnel for their services.

- h. Security personnel such as police officers or security guards shall be responsible for maintaining order, enforcing all rules and regulations affecting the use of the rodeo arena and its grounds as well as other laws of the County and State of Hawai'i. Such personnel shall be under the supervision of and control of the lessee. All security personnel shall be familiar and knowledgeable of all rules and regulations contained herein.
- i. The lessee shall provide for ticket sellers, ticket collectors, exit controllers, and other personnel as may be required for the operations of the rodeo arena and premises. The Director, at his option, may hire the necessary ticket sellers and ticket collectors for the purpose of accounting for gate receipts.
- j. The lessee shall not, when admission is charged, permit entry into the rodeo arena unless a torn ticket stub is deposited for each person into the receptacles provided for such use. Such stubs must be identifiable with regard to the price paid for the same and shall become the property of the Department of Parks and Recreation, County of Hawai'i. All season tickets, except no-cost complimentary tickets, shall have disposable or perforated stubs indicating the pro-rated cost of each stub. Gate receipts shall be computed by multiplying the total amount of stubs collected by the pro-rated cost of each stub.
- k. Rental charges shall be based on the amount of gross proceeds reported by the lessee as having been derived directly from the event sponsored. The lessee shall be requested to submit full written disclosure of the gross proceeds earned and shall grant the County of Hawai'i full authority to request from the Department of Taxation, State of Hawai'i, a copy as to the gross income derived from the event for confirmation.
- l. The lessee shall not have radio or television broadcasts, movies, films, recordings, or videotapes made of any performances or events in the facilities leased unless specific written permission is granted by the Director. A charge equal to thirty percent (30%) of all consideration received by the lessee for radio and television broadcasts, movies, recordings, videotapes, films, or residual rights

resulting from the use of the rodeo arena shall be levied.

- m. The Director shall require the lessee to show evidence of liability and property damage insurance in accordance with specifications set forth by the Department of Parks and Recreation (Exhibit B).
 - n. The lessee shall rent all stalls during the special events and shall assign stalls to the different participants. The lessee shall deposit with the department an amount equal to the number of days the stalls will be used times the daily rental rate. The lessee shall be responsible for the collection of rentals of the assigned stalls.
 - o. The Director shall require the lessee to post a proper amount of bond equal to the estimated costs that may be accrued by the County of Hawai'i to protect the County's interest for any special agreements made between the lessee and the Department of Parks and Recreation.
 - p. The lessee shall confine activities to hours designated in the lease agreement, including all preparation and cleanup time.
 - q. All construction, decorating, placement, setting up, dismantling and removal of all equipment and appurtenances shall require prior approval of the Director or his designated representative and shall be the responsibility of the lessee. The lessee shall specify, in writing, any alterations to be done to the rodeo arena and grounds prior to applying for use of the facility for special events.
 - r. The lessee shall not deny free and immediate access to the rodeo arena by the Director or his designated representative for the purposes of periodic inspections.
 - s. The lessee shall clearly mark off areas where all spectators are to be confined, where spectators shall not be allowed, and shall be solely responsible to see that spectators abide by such direction.
 - t. The lessee shall be responsible for providing persons to oversee livestock to be used as part of the event at all times.
5. Use of Equipment by Lessee.
- a. The lessee shall be responsible for obtaining equipment other than that assigned to the rodeo arena through his own efforts.
6. Rules Affecting the individual and Patron in the Rodeo Arena.
- a. No person shall be allowed within the rodeo arena and preparation area except those authorized by the sponsor of the event (during

the time the event is taking place). Sponsor of the event is solely responsible for adherence to this rule and shall be held solely liable for any consequences resulting from non-adherence to this rule.

- b. All unauthorized vehicles including bicycles, motorcycles, motor scooters and other similar-type vehicles are prohibited from parking or being driven within the rodeo arena premises except for emergency vehicles or those authorized by the Department of Parks and Recreation.
- c. When not reserved for exclusive use, individuals may utilize the rodeo arena for activities and do not need to apply for reservations. Individuals shall make the facilities immediately available to any organization that has been granted use of the facility by the Department of Parks and Recreation.
- d. The arena shall be used exclusively for horse-oriented activities such as rodeos, horse shows, training, and polo.
- e. No person shall sit, stand, or lay down in areas provided for ingress and egress of participants, horses, patrons, and emergency vehicles.
- f. The rodeo arena shall not be used as a pasture or holding paddock.
- g. No horses or cattle shall be left unattended in the rodeo arena.
- h. No animals except for service animals, horses, cows and those animals directly involved with a scheduled event, shall be allowed on the rodeo arena premises without the express written consent of the Director.
- i. All individuals utilizing the rodeo arena facilities shall abide by the rules and regulations, and policies of the Department of Parks and Recreation and any directives set by the Director. The individual shall accept the Director's interpretation of all department rules, regulations, policies, and directives.
- j. The individuals utilizing the rodeo arena shall at all times use due care to assure public safety and shall indemnify and hold the County of Hawai'i harmless from all claims and demands for property damage, personal injury, or wrongful death arising out of or in connection with the use of the rodeo arena.
- k. The individual utilizing the rodeo arena shall be solely responsible for his horse's behavior. If it is deemed that the horse's presence is detrimental to the safety of other horses and individuals, the

department shall be empowered to request that the horse not be permitted within the confines of the Equestrian Center.

7. Deposits, Fees, and Related Charges.

- a. The Director, or his designated representative, shall reserve the right to request for a deposit if deemed necessary to confirm that reasonable notice will be given should a scheduled event be cancelled or show evidence of good faith by the lessee to cover any costs due to a loss of property or damage to property during the use of the facilities. The lessee shall also be required to put down a deposit for the use of the stalls vacated for use for the special events.
- b. A rental charge of five percent (5%) of the income directly derived from the use of the rodeo arena shall be levied when admission to the event held in the rodeo arena is limited by paid admission or monetary donations.
- c. Attendant Service Fee shall be charged as per the following schedule for all events held at the rodeo arena:

Every working hour function
(up to 5 hours) \$20.00 per attendant

Each additional hour
(over 5 hours) \$4.00 per attendant

- d. The lessee shall pay all fees and charges in accordance with the terms of the lease agreement within thirty (30) days after the scheduled event.

Section 5. Penalties

- A. Any person who violates any rule or regulation contained herein shall, upon conviction, have committed a misdemeanor unless otherwise specified by Hawai'i statutes or County of Hawai'i Ordinances and be fined not more than the sum of Two Hundred and Fifty Dollars (\$250.00).

Section 6. Severability

- A. If any provision of these rules and regulations contained herein or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the rules and regulations which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

EXHIBIT A

INSURANCE REGULATIONS FOR RENTEE OF COUNTY-OWNED STABLES

RENTEE shall file with the County of Hawai'i, upon approval for the use of stables situated at Pana'ewa Equestrian Center, a copy of public liability and property damage insurance in the following amounts:

1. One hundred thousand dollars (\$100,000) bodily injury each person,
2. Three hundred thousand dollars (\$300,000) bodily injury each occurrence,
3. Ten thousand dollars (\$10,000) property damage,

and which meets the following requirements:

1. Maximum of fifty dollars (\$50) deductible clause permitted.
2. There is no aggregate amount.
3. The County of Hawai'i shall be named as an additional insured in respect to all operations of the insured.
4. Said policy shall contain a cancellation clause reading in substance as the following approved form:

"It is agreed that this policy shall not be cancelled nor the amounts of coverage provided herein reduced until thirty (30) days after the Department of Parks and Recreation shall have received written notice of such cancellation or reduction."

5. No policy shall be accepted unless first approved by the Department of Parks and Recreation.

All policies, certificates, and endorsements shall be sent to the Department of Parks and Recreation, County of Hawai'i, 101 Pauahi Street, Suite 6, Hilo, Hawai'i, 96720.

EXHIBIT B

INSURANCE REGULATIONS FOR LESSEE OF RACETRACK & RODEO ARENA

LESSEE shall file with the County of Hawai'i, upon approval of the Application for use of the Pana'ewa Equestrian Center facility, a copy of a policy of public liability and property damage insurance in the following amounts:

1. Three hundred thousand dollars (\$300,000) bodily injury each person,
2. Five hundred thousand dollars (\$500,000) bodily injury each occurrence,
3. Ten thousand dollars (\$10,000) property damage,

which meets the following requirements:

1. Maximum of fifty dollars (\$50) deductible clause permitted.
2. There is to be no aggregate amount.
3. Provides coverage for “all operations of the insured conducted on County property” and contains a description of the work performed by the insured. (This may require policies covering premises occupied, products sold, amusement liability, or automobiles used.)
4. The County of Hawai'i shall be named as an additional insured in respect to all operations of the insured.
5. Said policy shall contain a cancellation clause reading in substance as the following approved form:

“It is agreed that this policy shall not be cancelled nor the amounts of coverage provided herein reduced until thirty (30) days after the Department of Parks and Recreation shall have received written notice of such cancellation or reduction.”
6. No policy shall be acceptable unless first approved by the Department of Parks and Recreation.

All policies, certificates and endorsements shall be sent to the Department of Parks and Recreation, County of Hawai'i, 101 Pauahi Street, Suite 6, Hilo, Hawai'i, 96720.

CERTIFICATION

I, Patricia G. Engelhard, Director of the Department of Parks and Recreation of the County of Hawaii, State of Hawaii, do hereby certify:

1. That the foregoing is a full, true and correct copy of the amendments to the Rules and Regulations of the Department of Parks and Recreation on matters relating to the Panaewa Equestrian Center. Rule 3 changes were adopted after public hearings held on October 3, and October 10, 2006.

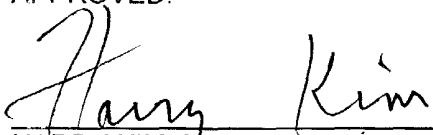
2. That notices of the public hearing on the foregoing Rule 3, which notice included a statement of the substance of the proposed rule changes were published in both the Hawaii Tribune Herald and the West Hawaii Today on September 3, 2006.

Dated this 18th day of October 2006.



PATRICIA G. ENGELHARD, Director
Department of Parks and Recreation

DATE OF PUBLIC HEARINGS:
OCTOBER 3, 2006 (East Hawai'i)
OCTOBER 10, 2006 (West Hawai'i)

APPROVED:


HARRY KIM, Mayor
County of Hawaii

APPROVED AS TO FORM AND LEGALITY:


Deputy Corporation Counsel
County of Hawaii

I hereby certify that the foregoing rule was received and filed in the Office of the County Clerk this 26th day of October 2006.


County Clerk
County of Hawaii