

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

RULE 4  
RULES RELATING TO  
THE HOOLULU PARK COMPLEX

EFFECTIVE DATE: NOVEMBER 5, 2006

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

RULE 4 - RULES RELATING TO THE HOOLULU PARK COMPLEX

Section 1 - Definitions

Unless specifically defined hereafter, or unless the context in which specific words clearly indicate a contrary meaning, the following terms whenever used and referred to in this rule shall have the following meanings:

- 1.1 "Hoolulu Park Complex" means all of that county-owned property, and structures contained thereon, bounded by Manono Street on the west, Piilani Street on the south, Kuawa Street on the north, and Kalanikoa Street on the east and including the following facilities: Afook/Chinen Civic Auditorium, Butler Buildings, Dr. Francis F.C. Wong Stadium, Edith Kanakaole Multi-Purpose Tennis Stadium and outdoor courts, Walter C.K. Victor Baseball Complex, and Seven Seas Luau Building; Hawaii County Trap and Skeet Range, the Hilo Drag Strip, and the Motocross Track, the latter three facilities located in the Panaewa Forest in the general area of the Hawaii County Landfill Trash Disposal site; and any other facilities built or properties acquired and designated as part of the complex by the Department of Parks and Recreation, County of Hawaii.
- 1.2 "Lessee" means any individual or group having completed and signed an "Application For Use of the County Facilities" form, and/or a lease agreement, and has paid the necessary fees and charges.
- 1.3 "Director" shall mean the Director of Parks and Recreation.
- 1.4 "Parking Attendant" means person assigned by the lessee or Department of Parks and Recreation to control vehicular traffic and parking patterns within the Hoolulu Park Complex grounds.
- 1.5 "Security Guards" means employees of agencies licensed by the State of Hawaii, Department of Regulatory Agencies, who are directly assigned to perform security guard functions.
- 1.6 "Patrons" means those persons in attendance at any function or event by virtue of paid admission or admission authorized by the lessee.
- 1.7 "Premises" means the facility reserved and the immediate area in and around the facility such as buildings, parking lots, driveways, and other areas utilized

by the lessee or patrons in attendance.

- 1.8 “Special Events” means activities held at a facility not specifically designed to accommodate such an event and not held on a regular daily, weekly, or monthly basis, such as a County Fair, Trade Fair, etc.
- 1.9 “Public Use” means the right of any individual to utilize a public facility when not reserved for exclusive use.
- 1.10 “Preparation Time” means that period of time during which a facility is not available to the general public and is used by a lessee for the purpose of decorating for, rehearsing for, or setting up for a program or activity.
- 1.11 “Practice Sessions and Rehearsals” means activities not promoted for public or group consumption but rather for the exclusive benefit of the participants, such as basketball practice sessions, band rehearsals, drama rehearsals, etc. Parties, socials, luaus, etc. shall not be construed as practice sessions or rehearsals.
- 1.12 Sponsor Classifications:
  - 1.12.a “School” shall mean any public or private elementary, secondary school, junior college, college, or university.
  - 1.12.b “Others” shall mean all individuals, clubs, and organizations other than schools, the County of Hawaii, eleemosynary organizations, and professional promoters.
  - 1.12.c “Professional Promoters” shall mean entities such as individuals, associations, clubs, joint ventures, trusts, partnerships, corporations, etc. who: (1) operate businesses directed at promoting, conducting, or sponsoring activities or events for a fee, and (2) who realize a financial benefit from the promotion, conduct or sponsorship of such activities, and (3) where such financial benefit is a principal source of personal or business revenue, and (4) where such monies realized are or may be used substantially for personal purposes as opposed to public or charitable purposes.
  - 1.12.d “Eleemosynary Organization” shall mean and include a non-profit service organization whose bylaws, articles, constitution, or charter indicate that the primary objectives of such organization are charitable purposes or community services, and financial proceeds from the organization’s activity are to be utilized for such purposes or services. Examples of eleemosynary organizations include recognized nationally or internationally affiliated community service or charitable organizations.
- 1.13 “Profit Making” shall mean the realizing of any financial benefit or income by any

person or that of a lessee, his agents, or contractors as a result of the use or lease of the Hoolulu Complex facilities through such means as admission charges, the solicitation or collection of financial donations, the sale of any material goods or services whether for present or future delivery, etc. For purposes of this definition only, the operation of a “concession” as hereinafter defined, shall not be considered as profit making.

- 1.14 “Department” shall mean the Department of Parks and Recreation.
- 1.15 “Departmental Personnel” shall mean employees of the Department of Parks and Recreation.
- 1.16 “Designated Representative” shall mean employees of the Department of Parks and Recreation who are authorized to represent the Director of Parks and Recreation.
- 1.17 “Exclusive Use” shall mean having the sole and exclusive right to the use of any part of the complex facilities on such date(s) and during that period of time as specified in an approved lease agreement.
- 1.18 “Non-exclusive Use” shall mean having the right by permit to utilize a designated part of the complex facilities and which right may be cancelled or modified at any time without prior notice by the Director.
- 1.19 “Season” shall refer to a complete schedule of athletic contests consisting of three (3) or more games extending beyond any seven (7) day period and which are to be played within and limited to a four (4) consecutive month period and not to extend beyond 10:00 pm each day.
- 1.20 “Tournament” shall refer to a complete schedule of athletic contests consisting of three (3) or more games to be conducted within and limited to a single period of two (2) to seven (7) consecutive days.
- 1.21 “Concession” shall mean the sale of refreshment foods and beverages for immediate consumption on the premises in conjunction with and to accommodate spectators in attendance at an event.
- 1.22 “Attendant” shall mean County of Hawaii employees or independent contractors who are assigned to be present at Hoolulu Complex facilities to insure that lessees are complying with all rules and regulations of the Hoolulu Complex.
- 1.23 “Person with Disabilities” shall mean, with respect to an individual, a physical or mental impairment which substantially limits one or more major life activities of such individual, a record of such an impairment or being regarded as having such an impairment.
- 1.24 “Service Animals” shall mean 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 - Operations, Reservations and Special Use Permits

- 2.1 The facilities situated in the Hoolulu Park Complex 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. The facilities shall be venues that are accessible to people with disabilities.
- 2.2 The Director of Parks and Recreation, Complex Manager or his designated representatives shall be empowered to enforce all rules and regulations as are hereinafter provided and to adopt emergency rules in accordance with HRS 91-3 as are found to be necessary to protect the health, safety, and welfare of the public and County government as well as to prevent the destruction of the properties and grounds.
- 2.3 Sponsors of events shall obtain a special use permit for all activities which require the use of Hoolulu Complex properties for purposes inconsistent with the County's intended use of such properties and/or for which no fees have been established in Section 6 of these rules. Such special permits shall specify all the terms, conditions and special use charges upon which the permit is to be granted. Special use charges shall be established by the Director who shall consider the following in establishing such charges:
  - (1) The profitability to the lessee as a result of the special use of the properties
  - (2) The estimated costs to the County to restore the properties to its pre-use condition
  - (3) The non-availability for general public use resulting from the lessee's exclusive special use of the properties
  - (4) The anticipated damages to the properties resulting from the special use
  - (5) The adverse impact the special use may have upon other lessees of other complex properties or facilities.
- 2.4 Except as otherwise expressly provided herein or with the express approval of the Director or designated representative, all activities shall close and all buildings and grounds vacated by 11:00 pm each day.
- 2.5 Reservations shall be taken only from responsible adults or responsible representatives of the sponsoring organizations.
- 2.6 Reservations shall be accepted only upon the approval of the Director or his

designated representative.

- 2.7 Applicants must submit for approval a signed "Application for Use" form and/or lease agreement. The approval of these documents by the Director or his designated representative and the receipt of a cash deposit as per Section 6.1 of these rules shall confirm the reservation date(s). All reservations not so submitted and approved shall be considered tentative and subject to withdrawal by the Director. All other fees and charges shall be due and payable within fourteen (14) days following the scheduled event.
- 2.8 Deposits applied and receipted for any reservation application shall not be refunded unless cancellation is made more than 21 days prior to the scheduled date of use indicated on the application.
- 2.9 The Director may cancel a confirmed reservation upon a finding by the Director that a public purpose will be served; provided that, the Director shall notify the lessee of such cancellation at least ninety (90) days prior to the scheduled event.
- 2.10 The Director and/or his designated representative shall deny applications when in his opinion such denial is in the best interest of the health, safety, and welfare of the County of Hawaii and the general public.
- 2.11 Except as hereinafter provided, departmental attendants shall periodically inspect and regulate the preparation, clean-up, and actual event of each function.

### Section 3 - Rules Affecting the Lessee of Hoolulu Complex Facilities

- 3.1 The lessee shall be required to sign an application and/or written lease agreement covering the length of time the lessee has full use of any facility, grounds or equipment. The agreement shall include the requirements to be fulfilled by the lessee before, during, and after the scheduled event.
- 3.2 The lessee shall not sublet or sublease any complex area or facility to any other person or organization without the express written consent of the Director or designated representative.
- 3.3 The total capacity of spectators for each of the facilities shall be strictly adhered to. The lessee shall be responsible for enforcing and controlling house capacity limitations as stated in these rules. The house capacity figures are based on the assumption that all marked seating is occupied in such a manner that each patron utilizes an average seating span of 18". If it is deemed by the Director or his designated representative that patrons are not occupying seats in such a manner, the Director, his designated representatives, or the Fire Marshall shall have the authority to establish a lesser capacity for each facility regardless of the above capacity limitations and order the barring of any further admission into the facilities. The Fire Marshall, the Director, or his designated

representative may increase the capacity limitations as allowed by the Hawaii County Building Code.

- 3.4 The lessee shall provide a sufficient number of ushers as determined by the Director to control the seating of patrons.
- 3.5 The lessee shall observe all Fire Department regulations and shall furnish proper clearances as may be required by the Director or his designated representative.
- 3.6 The lessee shall not allow patrons to carry into any facility or to possess articles made of glass or other objects which may conceivably be used as a missile capable of inflicting serious bodily injury to others.
- 3.7 As may be required by the Director, the lessee shall provide for security protection by the hiring of either Hawaii County Police Officers or bonafide security guards. The lessee shall submit written evidence confirming the hiring of the required number of security personnel fourteen (14) days prior to the scheduled event. The minimum number of security personnel required for any occasion shall be determined by the Director or his designated representative.
- 3.8 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 Hoolulu Park Complex facilities and its grounds as well as other laws of the County and State of Hawaii. Such personnel shall be under the supervision and control of the lessee. The lessee shall be responsible to insure that all security personnel are familiar with and have knowledge of all rules and regulations contained herein.
- 3.9 The lessee shall provide for ticket sellers, ticket collectors, exit controllers, and other personnel as may be required for the safe and peaceful undertaking of the scheduled event.
- 3.10 The lessee shall not have radio or television broadcasts, movies, films, recordings, or video tapes made of any performance or event in the facilities leased unless specific permission is granted by the Director. A charge of not more than ten percent (10%) of all consideration received by the lessee for radio and television broadcasts, movies, recordings, video tapes, films, or residual rights resulting from the use of the Hoolulu Park complex or grounds, shall be levied, unless waived by the Director.
- 3.11 The Director or his designated representative shall require the lessee to show evidence of liability and property damage insurance in accordance with specifications set forth in Section 7 of these rules. Amount of liability insurance required will depend on the type of event scheduled.
- 3.12 In addition to the cash deposit specified in Section 6.1 of these rules, the Director or his designated representative, may at his discretion, require the

lessee to post a supplementary cash deposit equal to the estimated costs that may be accrued by the County by allowing the scheduled event. Such cash deposits may be defaulted for failure to restore the facility to its pre-use condition; for cancellation of an event within twenty-one days prior to the event; and for damages incurred to the facilities during the period of occupancy by the lessee.

- 3.13 All construction, decorating, placement, setting up, dismantling, and removal of all equipment and appurtenances shall be the responsibility of the lessee and shall require prior approval of the Director or his designated representative. The lessee shall specify, in writing, any alterations to be done to the Complex facilities and grounds prior to applying for use of a facility. The lessee shall obtain temporary building or electrical permits as required by the Public Works Department.
- 3.14 The lessee shall not deny free and immediate access to any facility or ground to the Director, his designated representative, the Hawaii County Police Department, Fire Department, or Public Works Department for purposes of official inspections.
- 3.15 Where a lessee has leased a facility for consecutive days, lessee shall provide all manpower to maintain the facility in a condition suitable for the event scheduled such as dust mopping floors between games, mopping areas where food or beverage has been spilled, liming and leveling of field playing areas, etc.
- 3.16 The lessee shall inspect the premises prior to use and shall report to the Director or designated representative any and all hazardous conditions observed. The lessee's use following said inspection shall serve as an acknowledgment that the facilities were free of hazardous conditions prior to use by the lessee or his invitees.
- 3.17 Protective floor covering assigned to the facility to be utilized shall be made available to the lessee at no cost. A fee shall be charged for installation, unless the lessee assumes responsibility for installation according to specifications provided by the Director. Protective floor covering shall be required for those functions designated by the Director or his designated representative.
- 3.18 All concessions and concession operators shall abide by rules established by the State of Hawaii, Department of Health, for the handling of food.
- 3.19 The Director and/or his designated representative reserves the right to ban the sale of any foodstuff or other articles considered to be detrimental to the health, safety, and welfare of patrons or which may contribute to unsanitary conditions of the complex facilities and premises. The Director and/or his designated representative shall be notified of all foodstuff to be sold at refreshment concessions two weeks prior to any sale thereof.

- 3.20 Fees and charges for the use of Hoolulu Complex facilities shall be as defined in Section 6 herein.

#### Section 4 - General Rules of the Hoolulu Complex Facilities

- 4.1 All persons shall observe and comply with posted signs as well as instructions given by the Director or his designated representative(s).
- 4.2 Except as otherwise provided by law, no animals, except for service animals or those animals directly involved with a scheduled event, shall be permitted in or on any complex facility or grounds without the expressed written consent of the Director. Notwithstanding any other penalties permitted by law, all damages caused by such animal shall be paid for by the owner or custodian of such animal.
- 4.3 Parking shall be allowed in designated areas only. Parking shall be prohibited within a twenty foot (20') perimeter of the Civic Auditorium except for Hoolulu Complex staff and County vehicles parked in areas marked "Civic Staff Parking Only."

#### Section 5 - Rules Specific to Individual Complex Facilities

- 5.1 Rules Relating to Butler Buildings
- 5.1.a The Director or his designated representative shall approve all requested uses of the Butler Buildings and in addition to the following may impose conditions for such use.
- 5.1.b The lessee shall utilize the Butler Buildings "as is". The lessee shall be responsible for obtaining all equipment through lessee's own efforts.
- 5.1.c The lessee shall be required to clean up the Butler Buildings, surrounding premises, and grounds after each day of use.
- 5.2 Rules Relating to Use of the Dr. Francis F.C. Wong Stadium and the Walter C.K. Victor Baseball Complex.
- 5.2.a All organizations desiring facilities to conduct non-exclusive use practice sessions at these facilities must first obtain clearance from the Department of Parks and Recreation, Hoolulu Park Complex office. All requests for practice must be processed through an "Application for Use of County Facilities" form.
- 5.2.b Non-exclusive use practice sessions for all participating teams or organizations shall be distributed equally on the basis of available time divided by the number of teams or groups seeking practice sessions.

Teams utilizing these facilities for scheduled games of the sport in season shall have priority with regard to available practice time.

5.2.c The use of the field lights for night activities shall be made available at a cost based on the length of time the lights are in operation. The switches for the field lights shall be operated by a designated representative only. Computation for the length of time the lights are in use shall be to the nearest one-fourth (1/4) hour. The designated representative assigned to regulate the lights shall determine and record the length of time the lights are in use during the scheduled event.

5.2.d The lessee and/or concession operators at the Walter C.K. Victor Baseball Complex and Dr. Francis F.C. Wong Stadium shall be required to clean up the grandstand surrounding premises, and grounds after each day of use.

5.2.e Spectator seating at the Walter Victor and Francis Wong Stadiums shall be limited as follows:

Walter Victor grandstand - - - - - 200 persons

Dr. Francis F.C. Wong Stadium grandstand - - - - - 2,400 persons

5.3 Rules Relating to Use of the Edith Kanakaole Multi-Purpose Tennis Stadium

5.3.a All users or lessees for tennis activities shall abide by all posted rules for use of County tennis courts as well as the rules herein.

5.3.b The Kanakaole Tennis Stadium may be utilized for activities other than tennis with the expressed consent of the Director or designated representative.

5.3.c The Director shall establish the hours for public use and exclusive use of the Kanakaole Tennis Stadium as well as the staffing of the Stadium based on public demand, staff availability, availability of other facilities, and the interests of the County.

5.3.d Spectator seating shall be limited as follows:

3,490 (bleachers only);

5,490 persons with folding chairs on main floor

5.4 Rules Relating to Use of the Seven Seas Luau House

5.4.a The lessee shall be responsible for setting up, dismantling, and storing of all tables, chairs, stages, and other appurtenances.

5.4.b The lessee shall be responsible for the clean-up of the Luau House.

Clean-up of the facility shall begin no later than 10:00 pm on the date(s) of use(s). Each lessee shall restore the facility to its pre-use condition. The Luau House shall be vacated no later than 11:00 pm.

- 5.4.c Spectator seating at the Seven Seas Luau House shall be limited as follows:

- 714 persons (standing room only);
  - 500 persons when tables and chairs utilized

## 5.5 Rules Relating to Use of the Hilo Drag Strip

- 5.5.a The drag strip shall be used only for auto-related types of activities, unless expressly approved for another use by the Director.
- 5.5.b All auto-racing or practice activities shall be conducted in accordance with the standards of the sanctioning national hot rod organization. The Director or his designated representative may hire, at the expense of the lessee, people who are experienced in inspecting and enforcing safety standards.
- 5.5.c Starting and timing equipment for drag racing shall be set up and operated by a representative of the lessee who has been cleared for operational efficiency by the departmental staff. The Director or his designated representative may hire, at the lessee's expense, persons with proven competence in operating said equipment.
- 5.5.d Lessee shall be responsible for the clean-up of facility and grounds after each day of use.
- 5.5.e All participants of drag racing and other auto-related activities shall be cleared for operational competence by the lessee or other qualified designated representatives of the lessee.
- 5.5.f All vehicles to be used for auto-related activities shall be inspected and approved for participation by the lessee or other qualified designated representatives.

## 5.6 Rules Relating to Use of the Skeet and Trap Range

- 5.6.a Attendants employed by the Department of Parks and Recreation or by the Lessee shall be on duty to open and secure facilities and to insure the enforcement of rules and regulations.
- 5.6.b The skeet and trap machine and related equipment shall be made available for public use. The loading and operation of such machines and equipment shall be the responsibility of the assigned attendant or other assigned individuals who have been cleared for operational efficiency by

the attendant.

- 5.6.c All shotguns, clay birds, and other paraphernalia used in the sport of skeet shooting or trapshooting shall be supplied by each individual utilizing the facilities.
- 5.6.d Maximum size of shot allowed shall be No. 6 and minimum size shall be optional, except in competition wherein various tournament rules shall apply.
- 5.6.e Persons not authorized by attendant shall not be permitted to enter any of the skeet and trap houses. All loaders of skeet and trap machines shall be cleared for operational efficiency by the skeet attendant.
- 5.6.f Children under the age of 18 shall not be permitted to shoot unless cleared for competency to handle weapons by the attendant. Verification of an individual's age shall be required by the attendant whenever an individual's true age is in question. All children under the age of 18 shall be under the strict supervision of a parent, guardian, or a responsible adult.
- 5.6.g Individuals violating any rules contained herein shall forfeit all rights and privileges with respect to the use of the range facilities for that period of time as shall be determined by the Director or his designated representative. Appeals regarding the decision of the Director shall be submitted in writing to the Director within ten (10) days following notification of forfeiture.

## 5.7 Rules Relating to Use of the Outdoor Tennis Courts

- 5.7.a Reservations shall be accepted only for non-profit-making tennis tournaments which are open to the general public, interscholastic tennis matches, school and County of Hawaii sponsored instructional sessions approved by the Department of Parks and Recreation. The Department reserves the right to limit the number of courts for which reservations will be permitted.
- 5.7.b Except for State of Hawaii and County-sponsored instructional classes, the outdoor courts shall not be used to conduct tennis lessons for which a fee or donation is exacted in exchange for the lesson.

## 5.8 Rules Relating to Use of the Motocross Track

- 5.8.a The motocross track shall be used only for motorcycle or bicycle related activities.
- 5.8.b All motorcycle or bicycle related activities shall be conducted in accordance with standards set by a nationally recognized Motocross

organization. The Director or designated representative may hire, at the expense of the lessee, people who are experienced in inspecting and enforcing safety standards.

5.8.c Lessee shall be responsible for the clean-up of the facility and grounds after each day of use.

5.8.d All participants shall be cleared for operational competence by the lessee or other qualified representatives.

5.8.e All motorcycles or bicycles shall be inspected and approved for participation by the lessee or other qualified representatives.

#### 5.9 Rules Relating to Use of the Afook/Chinen Civic Auditorium

5.9.a Spectator seating at the Auditorium shall be limited as follows:

3,568 persons, inclusive of persons sitting on folding chairs assembled on the main auditorium floor; and 2,868 persons when main auditorium floor seating is not used.

SECTION 6 - HOOLULU COMPLEX FEES & CHARGES

6.1

Facility	Fees: NON-PROFIT MAKING		Fees: PROFIT MAKING			Other C	
	Schools & Non Profit Organizations		Schools & Non Profit Organizations	Professional Promoters	Others	NON-PROFIT & F	
	Organizations	Others	Organizations	Promoters	Others	Prac. & Reh. Prep. Clean-Up	Ligh
Wong Stadium For: Soccer	300/season 50/day	500/season 100/day	500/season 100/day	1500/season 200/day	750/season 150/day	10/hr after 7pm	15/
Wong Stadium For: Football	350/season 50/day	500/season 100/day	500/season 100/day	3000/season 400/day	1000/season 250/day	10/hr after 7pm	15/
Wong Stadium For Softball, Mtn Ball	350/season 50/day	500/season 100/day	350/season 75/day	2000/season 300/day	1000/season 100/day	10/hr after 7pm	15/
Wong Stadium For: Baseball	300/season 50/day	300/season 75/day	400/season 75/day	2000/season 300/day	400/season 75/day	10/hr after 7pm	15/
Wong Stadium For: Activities other than those listed	50/day	75/day	100/day	350/day	350/day	10/hr	15/
Victor Complex For: Softball & Baseball	150/season/field 25/day/field	250/season/field 35/day/field	250/season/field 50/day/field	500/season/field 100/day/field	300/season/field 75/day/field	N/C	
Aunty Sally's Luau Hale	100/day	150/day	150/day	500/day	250/day	10/hr	---
Kanakaole Stadium For: Tennis	\$2/hr per ct before 4 pm \$4/hr per ct after 4 pm	\$2/hr per ct before 4 pm \$4/hr per ct after 4 pm	\$2/hr per ct before 4 pm \$4/hr per ct after 4 pm	500/day	\$2/hr per ct before 4 pm \$4/hr per ct after 4 pm	\$2/hr before 4 pm \$4/hr after 4 pm	---
Kanakaole stadium For: Other than Tennis	125/day	250/day	250/day	500/day	350/day	10/hr	---
Outdoor Tennis Cts For: Tournaments only	15/day	25/day	50/day	200/day	100/day	----	---
Butler Building For: All activities	100/day	150/day	100/day	350/day	250/day	10/hr	---
Civic Auditorium	150/day	250/day	150/day	500/day	300/day	10/hr	---
Dragstrlp & Motocross Track	50/day	75/day	75/day	300/day	100/day	75/day	---
Skeet Range	N/C (25/day when closed to public)	N/C (25/day when closed to public)	25/day	100/day	50/day	10/hr	15/

- 6.2 Rental rates apply for use during the hours of 8:00 am - 11:00 pm. After hours charges shall apply for use after 11:00 pm each day.
- 6.3 Spotlights charge: \$10/day each.
- 6.4 Installation, removal, and taping of protective floor covering charge: \$500.00 for Kanakaole Tennis Stadium, \$350.00 for Civic Auditorium. User allowed to install, remove, and tape floor covering pursuant to Section 3.17 in lieu of charges.
- 6.5 School and youth tennis tournaments shall be allowed a 25% discount on rental fees.
- 6.6 A refundable deposit of \$200.00 may be charged for all keys loaned to any lessee. Keys shall not be duplicated.

Section 7 - Insurance Regulations

LESSEE shall be required to file with the COUNTY OF HAWAII, upon approval of the application for use of the Hoolulu Complex facility, a copy of a policy of public liability and property damage insurance. The following are those forms of usage which will require coverage:

1. Carnivals and Fairs with rides; automobile, motorcycle or other motor driven vehicle races

\$1,000,000 liability each occurrence and \$10,000 property damage

2. Concerts, Festivals, Hoolauleas, fairs without rides, BMX races

\$300,000 liability each occurrence and \$10,000 property damage

If alcoholic beverages are served during any event open to the public, the requirements will be \$1,000,000 liability each occurrence and \$10,000 property damage.

THE COUNTY OF HAWAII MUST BE NAMED AS AN ADDITIONAL INSURED.

1. Maximum of fifty dollars (\$50.00) deductible clause permitted.
2. 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.)
3. 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."
4. 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 Hawaii, 25 Aupuni Street, Hilo, Hawaii, 96720.

### Section 8 - Penalties

- 8.1 Violations of these rules shall be subject to the penalties as provided in Section 2-60(b) of the Hawaii County Code.

### Section 9 - Severability

- 9.1 If any provision of these rules and regulations contained herein or 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.

DEPARTMENT OF PARKS AND RECREATION  
COUNTY OF HAWAII

BASIC RULES REGARDING THE HILO DRAG STRIP

1. The drag strip shall be used only for auto-related types of activities, unless expressly approved for another use by the Director.
2. All activities shall be conducted in accordance with safety standards of the nationally sanctioned organizations. The Director or his/her designated representative may hire, at the expense of the lessee, people who are certified in inspecting and enforcing safety standards.
3. The lessee shall be responsible for setting up all equipment necessary for their activity and shall also be responsible for the operation of such equipment. All representatives of the lessee shall be cleared for operational efficiency by the departmental staff. The Director or his/her designated representative may hire, at the lessee's expense, persons certified in operating said equipment.
4. All participants of drag racing and other auto-related activities shall be cleared for operational competence by the lessee or other certified designated representatives of the lessee.
5. All vehicles to be used for auto-related activities shall be inspected and approved for participation by the lessee or other certified designated representatives.
6. Lessee shall be required to file with the Department, upon approval of the application for use of the Hilo Drag Strip, a copy of a policy of public liability and property damage insurance. The County of Hawaii must be named as an additional insured.
7. Lessee shall be required to comply with A.D.A requirements for all activities at all County of Hawaii facilities.
8. Lessee shall be required to acquire any permits needed for their activity, including building permits for any temporary structures (including tents and tarps), erected on County of Hawaii property and to comply with all fire code regulations.
9. Lessee shall be responsible for the clean-up of facility and grounds after each day of use.
10. Lessee shall be responsible for any damages to the facilities and grounds during their activity. Charges will be assessed for any materials and labor costs needed for repairs or replacements.

11. The Department shall have the right to ban any food and/or activity that may be detrimental to the health and safety of the public or may contribute to unsanitary conditions at the facility.
12. No alcoholic beverages allowed. All non-alcoholic drinks must be in paper/plastic cups or cans. Absolutely no bottles.
13. Lessee shall be responsible to secure facilities after use and premises must be vacated by 11:00 p.m.
14. Failure to comply with any of the above rules will result in forfeiture of security deposit.

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 Ho'olulu Park Complex. Rule 4 changes were adopted after public hearings held on October 3, and October 10, 2006.

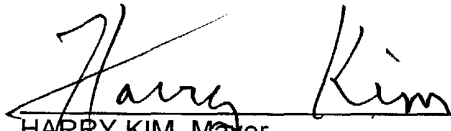
2. That notices of the public hearing on the foregoing Rule 4, which notice included a statement of the substance of the proposed rule changes were published in both the Hawaii Tribune Herald and the West Hawaii Today on September 3, 2006.

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)

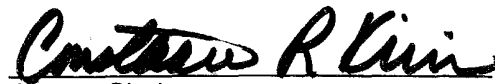
APPROVED:

  
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