

Kaneohe District Park

c/o Windward Oahu District Office
 P.O. Box 4042
 Kaneohe, HI 96744
 (808) 233-7312

#150205
 DEPOSIT 1000.00
 SUBTL 1000.00
 CHECK 1000.00

ITEM 1
 11-30-2016 #281603 ICL
 9911 10:47TH

We Add Quality to Life



November 30, 2016

DEPARTMENT OF PARKS & RECREATION

Facility Permit

Status: Approved

Quiksilver Foundation
 131 Kaha St.
 Kailua, HI 96734

Customer Type: Regular

Authorized Agent: Glen Moncata

Work: (808) 254-3444 Home: (808) 864-6829

DATE/USER	PERMIT NUMBER	CHARGES	DISCOUNT	TAXES	REFUNDS & CREDITS	PAYMENTS	NEXT PAYMENT DUE	BALANCE DUE
11/18/2016 Laura Whittaker	150205	\$1000.00	\$0.00	\$0.00	\$0.00	\$1000.00	N/A	\$0.00

RESERVATIONS

EVENT NAME	FACILITY	CENTER
The Quiksilver Big Wave Invitational Ope Type: Regular	Waimea Bay Beach Park	Waimea Bay Beach Park 61 031 Kamehameha Hwy Haleiwa, HI 96712

DATES RESERVED	HRS
11/30/2016 @ 09:00 AM to 12/2/2016 @ 09:00 PM	60

Total Number of Dates: 3

Total Number of Hours: 60

NOTES: See attached Additional Terms and Conditions.

For further information or assistance in meeting all requirements for your request, please call the Permits office at 768-3440 and reference your reservation /permit request number.

ck#13613 from/return deposit to: Glen Moncata @ abovd address

CHARGES

CHARGE DESCRIPTION	FACILITY/EVENT	UNIT FEE	QTY	TAX	TOTAL CHARGED	DISCOUNTED/PAID	BALANCE DUE
Dep Shore - Amateur	Waimea Bay Beach Park - The Quiksilver Big Wave Invitational Ope	\$500.00	1.00	\$0.00	\$500.00	\$500.00	\$0.00
Dep Shore - Driving/Parking On Grass	Waimea Bay Beach Park - The Quiksilver Big Wave Invitational Ope	\$500.00	1.00	\$0.00	\$500.00	\$500.00	\$0.00

PAYMENTS AND REFUNDS

RECEIPT NUMBER	DATE	CHARGE DESCRIPTION	FACILITY/EVENT	AMOUNT
1032879.135	11/30/2016	Dep Shore - Driving/Parking On Grass	Waimea Bay Beach Park - The Quiksilver Big Wave	\$500.00
1032879.135	11/30/2016	Dep Shore - Amateur	Waimea Bay Beach Park - The Quiksilver Big Wave	\$500.00

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 For Glen Moncata _____

Date: November 30, 2016

Signature

Organization: Quicksilver Big Wave Invitational Open

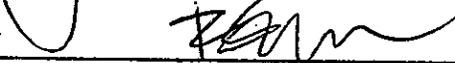
ATTACHMENT TO APPLICATION FOR USE OF PARKS FACILITIES
APPLICATION FOR SPECIAL EVENT SIGNS

Name of Organization The Quisilvor Foundation
 Park/Area Requested Waimanalo Bay Beach Park
 Date of Event 12/1/16 Time 3:00 - 7:00PM
 Location of Signs Reception Tent
 Number of Signs 2 Size 8' x 4'
 Wording of Sign The Quisilvor in Memory of Eddie Arkan

General Conditions for Special Event Signs:

1. Special event signs shall only be permitted on the premises where the event or activity is held or conducted, and shall be limited to a maximum of 2 non-illuminated signs per event, per street frontage, not to exceed 16 feet in height or a cumulative sign area of 32 square feet; except that, in lieu of the above signs, one banner, per street frontage, not to exceed 16 feet in height or 80 square feet in sign area may be substituted.
2. Special event signs shall not be displayed for more than 7 consecutive days, and shall be set back a minimum of 10 feet from any property line, except that said signage, not to exceed a cumulative area of 32 square feet, may be displayed on existing fences located within required yards.
3. No special event signs shall be erected without the prior approval of the Director of the Department of Parks and Recreation.

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

Applicant:  Date 11/28/16
 Approved:  Date 11/30/16
 Parks Enforcement and Concession Officer
 or Area Director/Supervisor

ADDITIONAL TERMS AND CONDITIONS

EVENT: The Quiksilver Big Wave Invitational Opening Ceremony at Waimea Bay Beach Park

Attendance: 999

Set up date/time: 11/30/16; 9:00am - 6:00pm

Ceremony date/time: 12/1/16; 3:00pm - 6:00pm

Break down date/time: 12/2/16; 9:00am - 2:00pm

Food for participants, staff and volunteer to be provided by Quiksilver Foundation. Food is not for sale or distribution to the public.

TO BE PRESENTED TO PERMIT SECTION PRIOR TO ISSUANCE OF PERMIT:

- A. Deposit of \$500.00 for Shore Water Permit.
- B. Deposit of \$500.00 for "Driving on Grass" for loading and unloading only.
- C. General Liability Insurance, naming the City and County of Honolulu, its officers, and employees as additional insured.
- D. Approved site map showing location of stands, portable toilets, etc. Map to include measurements of structures as well as distance from property lines.

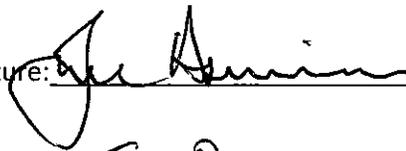
CONDITIONS - The following marked items have been agreed to and must be in compliance by applicant:

- A. Trash:
 1. Provide and maintain (8) additional trash receptacles to be located throughout event area.
 2. Pull trash bags as needed and replace with new trash bags.
 3. Remove trash from the park immediately following the conclusion of the event OR provide a dumpster that will hold trash. Dumpster to be removed from site within 24 hours.
- B. Provide (4) portable toilets. Applicant is responsible to clean and maintain the portable toilets. Portable toilets are to be removed by 12/2/16.
- C. Provide six (6) Special Duty, NOT OFF DUTY Honolulu Police Department police officers for traffic, crowd control, illegal parking, illegal activities, etc. Officers are to be positioned in park and on duty for the duration of the event. Note that the number of special duty HPD officers required is subject to increase by HPD Special Duty Desk.
- D. The following structures will be allowed as diagrammed on approved site map: (One 40'x 60' and one 20'x 40' canopy.)
- E. Overnight security by HPD Special Duty officers, Bonded Security Company or State Sheriff Special Duty officers required for the security of all structures erected as indicated on the site map.
- F. Public Address System will be allowed for announcements only. No continuous commentating or playing of music. All speakers are to be face towards the ocean.
- G. "Special Event Sign" Permit required for all signs. All signs to adhere to sign regulations as stated on permit. N/A
- H. Applicant authorized to reserve (8 stalls) marked parking stalls as indicated on approved site map. Permittee will post (or hire private contractor) temporary blinking barricades twenty four hours prior to use with reservation date and time. "No Parking - Tow Away signs (barricades) are to be posted fronting (not blocking) designated stalls.
- I. Permittee and organization personnel are not authorized to block vehicular or pedestrian access to the parking lot at any time before, during or after the ceremony.
- J. Food distribution is not open to public.
- K. NO ALCOHOLIC BEVERAGES ALLOWED AT PARK
- L. The removal of park benches, tables, etc. is prohibited.

- M. Permit holder shall not transfer, assign, sell, or grant use of any portion or days of the permitted park/facility site granted to him/her under this permit.
- N. Contact Maintenance Supervisor, Kim Spencer at 637-4480 for any maintenance issues.

For further information or assistance in meeting all requirements for your request and or inquiries regarding your deposit, please call the Permits office at 768-3440 and reference your reservation /permit request number.

I AGREE TO COMPLY WITH THE CONDITIONS OF THE PERMIT AND UNDERSTAND THAT NON-COMPLIANCE OF THESE CONDITIONS SHALL RESULT IN THE REVOCATION OF THE PERMIT AND DENIAL OF FUTURE PERMITS.

Signature: 

Date: 11/28/16

Organization: The Quksilver Foundation