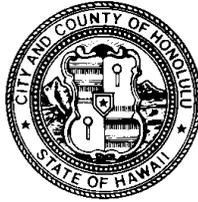


KIRK CALDWELL
MAYOR



TRACY S. KUBOTA
ACTING DIRECTOR
GARRICK K. IWAMURO
ACTING DEPUTY DIRECTOR

Kuhio Beach Surfboard Lockers Policy and Procedures

Revised July 28, 2020

The Kuhio Beach Surfboard Lockers is a surfboard storage rental facility for recreational use by the public at large. The Department of Enterprise Services (DES) has instituted policies and procedures (rules) outlined below.

Locker renters are required to read the following rules. Failure to abide by any of the rules listed below may result in the revocation of their rental agreement; the City shall have the right to confiscate all property in the locker, and disqualify the renter from applying for a locker in the future. These rules are subject to change by the DES Director.

1. Effective July 28, 2020 and each semi-annual billing period thereafter, all locker renters shall have forty-five (45) days to update their surfboard locker application and make their required semi-annual rental locker payment.
2. Any person whose primary residence is not within the City and County of Honolulu shall be deemed to be a non-resident. To qualify for resident status, a renter must furnish a current voter registration receipt or show proof that he/she files a State of Hawaii income tax return using a City and County of Honolulu address.
3. To qualify for a senior citizen renter classification, renters must be 70 years of age or older on January 1st and provide proof of age via a valid government-issued document.
4. Effective July 28, 2020, the maximum number of lockers assigned to a renter will be one (1). The DES Director, at his/her sole discretion, may temporarily waive the one (1) board limit during a surplus.
5. Effective July 28, 2020, the maximum rental term for each new locker assigned shall be five (5) years. The term limit is waived for senior and disabled renter classes; however, renters will be subject to the semi-annual renewal requirement.
6. A renter may apply to add his/her name to the Kuhio Beach Surfboard Locker Waiting List, beginning the first day of the last month of his/her respective term.
7. Only the DES Director or his/her designee may assign the rental of a locker.
8. Only individuals 18 years of age or older may apply to rent a locker.

9. In the event a renter no longer wants to or cannot use the locker, he/she must relinquish the locker to DES in writing and remove his/her surfboard, locks, and cables from the locker. The rental agreement will be canceled and DES will assign the locker to the next qualified individual on the waiting list.
10. All lockers are for personal recreational use only. Commercial use of any locker (storing surfboards for rent, surf lessons, sub-leasing of lockers, etc.) is prohibited. Any renter found to be engaged in any commercial activity shall have their property confiscated and their rental agreement revoked.

Lockers cannot be transferred, gifted or traded by any method or means. Allowing another person to use a renter's locker is considered a transfer and will cause a revocation of their rental agreement.

11. A valid rental agreement consists of the items listed below. It is the sole responsibility of the renter to ensure that all of their documents and payments are current.
 - a. A completed application form with DES acknowledgement
 - b. A signed copy of these Policy and Procedures
 - c. A copy of a current government-issued photo identification or driver's license
 - d. For residents – a copy of proof of residency (See Item 2)
 - e. Account must be current (in good standing)

12. The following are the Rental Classifications and Monthly Rental Rates effective March 1, 2007:

(a) Rental Rates.

Renter Classification	# of Lockers	Requirements	Price per Month
Out of County Resident	30	See Rule 2	\$40
Out of County Senior Citizen		See Rule 2, 3	\$25
Out of County Disabled		See Rule 2, Disability Qualifications (attached)	\$25
Honolulu County Resident	536	See Rule 2	\$25
Honolulu County Senior Citizen	25	See Rule 2, 3	\$15
Honolulu County Disabled	10	See Rule 2, Disability Qualifications (attached)	\$15

- (b) Once the allotted lockers for senior and disabled classes have been assigned, additional qualified renters and applicants who become eligible from the waitlist will be allowed to rent lockers; however, they will have to pay the current rate assigned to Out of County or Resident classes until a vacancy is available in the respective class.

- (c) Rent will not be prorated if a renter's classification changes during the billing period.
- (d) If a rental agreement is terminated in good standing and not for cause, a refund will be given for each full month the locker is available for rent, upon written refund request to DES.
13. Payment for lockers shall be made semiannually within forty-five (45) days of the billing date. The City & County of Honolulu will send each renter an invoice via e-mail on or about the 15th of May and November for the upcoming rental term. Payments via checks, money orders, or cashier's checks are acceptable. Payment via cash or credit card will not be accepted. All checks must have the renter's name pre-printed on them. Checks are to be made payable to the City and County of Honolulu, and can be mailed or delivered to the address listed below:
- Department of Enterprise Services
Attn: Concessions
777 Ward Avenue
Honolulu, Hawaii 96814
14. Locker payments are due by June 30th and December 31st of each year beginning July 1, 2020 for the upcoming rental term. Failure to make a timely payment within forty-five (45) days of billing date, shall result in the revocation of the rental agreement.
15. Application contact information must be kept current. It is each renter's responsibility to immediately notify DES of any changes to information listed on the application. If DES is unable to contact a renter by phone or e-mail, DES will assume that the renter has forfeited the assigned locker.
16. Rental lockers are restricted to the storage of one (1) surfboard. The surfboard must fit within each locker and cannot intrude into an adjoining locker or walkway. No other equipment will be permitted in the area.
17. All renters are to provide their own lock to secure the locker chains provided. Renters may use additional chains, locks, and cables to secure their lockers and surfboards as long as they do not intrude into the adjoining lockers.
18. Surfboards without a valid agreement will be confiscated by DES and held for 30 days. Surfboard owners will have to provide proper identification to claim confiscated surfboards. All confiscated items shall be held in accordance with HRS §29-19.
19. Notices including invoices, announcements, and correspondence may be delivered by the City and County of Honolulu through electronic delivery. Renters are responsible for providing DES with a current e-mail address and checking email regularly.
20. All renters shall assume the risk of any loss or damage to any personal property left on the premises. The City and County of Honolulu and all its officers, agents and employees shall not be held responsible or liable for any loss of, or damage to, said personal property, regardless of how or the manner in which any such loss or damage is sustained.

I, _____, hereby agree to these Policy and Procedures. I understand that should I be in violation of any part of this document, my rental agreement will be revoked.

Signature

Date

WHO MAY QUALIFY FOR A CITY AND COUNTY OF HONOLULU DISABLED SURF LOCKER

You may qualify for a Disabled Surfboard Locker if your doctor certifies that you have a specific permanent mobility impairment that is based on one or more of the following criteria:

- (1) You are unable to walk 200 feet without stopping to rest due to a diagnosed arthritic, neurological, orthopedic, renal, or oncological condition;
- (2) You are legally blind;
- (3) You are unable to walk without the use of, or assistance from a brace, cane, crutch, another person, prosthetic device, wheelchair or other assisting device;
- (4) You have restricted breathing due to a lung disease;
- (5) You use portable oxygen, or
- (6) You have a cardiac condition to the extent that your functional limitations are classified in severity as Class III or Class IV.