



APPLICATION FOR PERMIT

75-5595 Palani Rd.  
Suite B-12  
Kailua-Kona  
Hawaii 96740  
Phone 808/329-9333  
Fax 808/326-2715  
email:  
mgr@lanihau.com  
[www.lanihau.com](http://www.lanihau.com)

INSTRUCTIONS: Please TYPE or PRINT information. Application must be completed and returned to our office for review. Application must be received one week prior to the scheduled date of event. Any changes or questions, please call (808) 329-9333. LANIHAU CENTER RESERVES THE RIGHT TO CANCEL OR POSTPONE THIS PERMIT.

I. NAME OF ORGANIZATION/APPLICANT: \_\_\_\_\_

A. Name of Applicant: \_\_\_\_\_ Phone: \_\_\_\_\_

B. Mailing Address: \_\_\_\_\_  
(Street or P.O. Box)  
\_\_\_\_\_  
(City) (State) (Zip)

C. Names of Officers or Responsible Officials:  
1. \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_  
2. \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_  
3. \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

D. Has permit been issued to Applicant in the past? \_\_\_\_\_ Yes \_\_\_\_\_ No

II. INFORMATION ABOUT REQUESTED USE:

A. Date(s): \_\_\_\_\_

B. Time: SETUP: From \_\_\_\_\_ am/pm TO \_\_\_\_\_ am/pm  
ACTUAL EVENT: From \_\_\_\_\_ am/pm TO \_\_\_\_\_ am/pm

C. Location: \_\_\_\_\_  
(Determined at the discretion of the management office and subject to change.)

D. General Purpose: \_\_\_\_\_

E. Specific nature or type of intended use (see item J; fund raising, etc.): \_\_\_\_\_

F. Maximum number of persons using the location designated in C: \_\_\_\_\_

G. Name of person in charge during period of use: \_\_\_\_\_

H. Will a posted sign be used at the designated area? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Posted signs must be neat and professional and are subject to approval by Lanihau Center Management.

I. Is authority requested to use any other sign, special decoration, display or device? \_\_\_\_\_  
If "yes" give all relevant details, including liability insurance coverage where a device has moving parts:  
\_\_\_\_\_

J. If nature of intended use is fund raising:

1. What form will the fund raising take (car wash, etc.): \_\_\_\_\_
2. Describe in detail the educational, charitable and/or civic purposes and operations of Applicant:  
\_\_\_\_\_
3. For what specific purpose(s) will the solicited funds be used? \_\_\_\_\_

III. Representatives and Agreements (PLEASE READ CAREFULLY)

The undersigned hereby represents that he/she is the Applicant or an Officer or other Authorized Agent of the Applicant named herein and that he/she is over 18 years of age. The undersigned further acknowledges he/she has read and is familiar with the Statement of Policy and Rules Governing Use of Shopping Center and recognizes and agrees by his/her signature hereto the making of this Application, the issuance of any Permit based on this Application and the use authorized by such Permit are expressly conditional upon Applicant's acceptance and continuing observation of said Rules. **THE CONSUMPTION OF ALCOHOLIC BEVERAGES IS PROHIBITED.** Applicant will indemnify and hold the LANIHAU CENTER VENTURE as its Managing General Partner and each Tenant of the center harmless from and against any and all claims for personal injuries, death, damages, costs and/or other expenses, including reasonable attorneys' fees, arising from or in any way connected with the use of the Center or any part or facility thereof by the Applicant or Applicant's agents, members, partners, associates, contractors, servants and employees, except only such damages or injuries as may proximately result from the negligence of LANIHAU CENTER.

In the event that permission is granted by LANIHAU CENTER to use any of its property, the undersigned agrees to assume liability for any loss or damage to said property. Lanihau Center property used by the undersigned will be inspected by an employee of Lanihau Center following its use, and the undersigned will be informed whether or not its condition is acceptable. Should any Lanihau Center property be missing or damaged, the undersigned agrees to pay Lanihau Center the amount of money necessary to repair or replace it.

The undersigned declares, under penalties of perjury, that the factual information furnished by him in this Application is true, accurate and complete to the best of his knowledge and belief.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

**FOR OFFICE USE ONLY:**

Date Sent: _____	Fee Paid: _____
Approved: _____	Deposit Amount: _____
Denied: _____	Date Received: _____
Insurance Required _____ (Rec.d _____)	Date Returned: _____
Comments: _____	

RETURN APPLICATION TO:

LANIHAU CENTER MANAGEMENT OFFICE  
75-5595 Palani Road, Suite B-12  
Kailua-Kona, Hawaii 96740

APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_\_



# Lanihau Center



## STATEMENT OF POLICY AND RULES GOVERNING PUBLIC USE OF LANIHOU CENTER

75-5595 Palani Rd.  
Suite B-12  
Kailua-Kona  
Hawaii 96740  
Telephone  
(808) 329-9333  
Facsimile  
(808) 326-2715  
[www.Lanihau.com](http://www.Lanihau.com)

### I. IN GENERAL

1.1 The shopping Center (the "Center") is a privately owned and operated shopping complex, the primary purpose of which is the efficient and profitable operation of a private commercial enterprise. All members of the public are invited to become patrons of the Center, subject to the rules herein established. To encourage such patronage, the Center constantly strives to maintain its reputation as an appealing, comfortable and safe place in which to shop.

1.2 The Center's mall, parking lots, driveways and walkways around the building complex are private property. These areas are designed and intended for the proper flow of pedestrian and vehicular traffic to and from the Center and its tenants and for the attractive displaying and viewing of merchandise. Permission to use any or all of these areas may be revoked at any time by Center Management.

1.3 No person shall use the Center's mall, parking lots, driveways and walkways for any purpose other than the conduct of business with or for the tenants or management of the Center unless such use is specifically permitted by Management of the Center. Any individual or group attempting to use any such area for any other purpose or without such authorization will be directed to leave the Center.

1.4 Management of the Center insists that every user of the Center conduct himself in an orderly fashion and with due respect for the property and rights of others. Any person who disregards this basic rule and, by his conduct or behavior, endangers the welfare of other persons or property in the Center, or unreasonably interferes with the peaceful use of the Center by others, will be directed to leave the Center.

1.5 Failure to promptly leave the Center when directed to do so because of a violation of the foregoing rules will result in appropriate legal action.

### II. APPLICATION FOR PERMIT

2.1 Any individual or group desiring to use the Mall to carry on activities not sponsored by the Center, such as the distribution of literature, picketing in connection with a labor dispute, solicitation of funds, promotion of special causes or other similar activities, shall first apply for and receive a Permit relating to such use at the Manager's office of the Center.

2.2 In determining whether an Application for a Permit shall be granted or denied, Management of the Center shall consider the following: the number of individuals involved, facilities and areas available at the time requested, the nature of the planned activity, the flow of traffic through common walkways and parking areas of the Center, the intensity of pedestrian traffic during the time period requested and the likelihood of significant interference with or harm to users of the Center or to the businesses of tenants. Management will consider Application on a first come, first serve basis.

2.3 Applications for Permits shall be made on the form prescribed. They should be completed and filed at least one week in advance of the time period requested.

2.4 The Center has identified specific areas in the mall where Permit holders may carry on their planned activities.

### III. USE OF FACILITIES

Each Applicant for a Permit shall agree to indemnify the Center and related parties as set forth in the Application and to comply with the following conditions and Rules:

3.1 The area subject to Permit shall be used only for the purpose(s) for which the Permit was granted and such use will be limited to the period of time and activity specified in the Permit. Permits will not be renewed except upon separate application subject to these Rules.

3.2 The area subject to Permit must be surrendered in the same condition of cleanliness, repair and sightliness as it was upon the commencement of use. Expenses incurred by the Center to maintain order, protect the area subject to Permit and the property of a Permit holder, and to keep the area clean and free from rubbish will be borne by the Permit holder. The Center Management may, as a condition to granting a permit, require security for the Applicant's activities as permitted under such permit. Such security shall be in a form satisfactory to the Center Management and may be a cash deposit, a bond, an insurance policy or other adequate assurance of the Applicant's performance. Deposits will be refunded if and to the extent such expenses are less than the amount of the deposit. If such expenses exceed the amount of the deposit, no subsequent Permit will be granted to the Applicant until they are paid in full.

3.3 Posted signs shall be made in a neat and professional manner and shall be allowed only at the designated area and shall be subject to approval by Center Management. No nails, screw-in hooks, or thumb tacks are permitted on any permanent surfaces. No other signs, banners placards, displays, devices or decorations may be used unless specifically authorized and in keeping with the decor of the Center.

Owner: Lanihau Center Venture ! Development Manager and Leasing Agent: GMR LLC

3.4 No display, visual aid or other device having moving parts, which might expose the public to some danger, will be approved unless adequate insurance is carried which includes such additional named insured as Management of the Center may require. Center to be named as additional insured as "LANIHAU CENTER VENTURE" and amounts of insurance requirements are as follows: COMPREHENSIVE GENERAL LIABILITY - \$2,000,000 and PROPERTY DAMAGE - \$500,000.

3.5 The holder of the Permit shall indemnify and hold the LANIHAU CENTER, as its Managing General Partner and each Tenant of the Center harmless from and against any and all claims for personal injuries, death, damages, costs, and/or other expenses, including reasonable attorney's fees, arising from or in any way connected with the use of the Center or any part or facility thereof by the holder or his agents, members, partners, associates, contractors, servants and employees, except only such damages or injuries as may proximately result from the negligence of the LANIHAU CENTER and/or any Tenant of the Center.

3.6 No user of the Center, including the mall, parking lots, driveways and walkways around the building shall do any of the following:

a. Without first obtaining the express permission of the Center:

1. Vend, peddle or solicit orders for the sale or distribution of any merchandise, device, service, periodical, book, pamphlet, ticket or other matter whatsoever, distribute samples or advertising matter related thereto or engage in any commercial activity; engage in hand-billing, pamphleteering, leafleting, picketing, political activities, speech-making, or fund-raising or use the Center for any purpose other than the conduct of business with or for Tenants or Management of the Center;

2. Use any sound-making or amplifying device or any lighting device or projector.

b. Create litter or safety hazards of any kind or throw, discard, or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles.

c. Deface, damage or destroy any real or personal property constituting part of, or located in or on the Center;

d. Engage in fighting or direct use of any physical force, abusive or obscene language, or threats toward or against any other person, or engage in any other form of unreasonable behavior, such as in the making of unreasonable noise or any coarse or offensive utterance, gesture or display, which causes, or is likely to cause, significant public inconvenience, annoyance or alarm.

e. Block, obstruct or unreasonably interfere with the free flow of pedestrian or vehicular traffic, the free ingress or egress to and from business, or the vision of windows or other displays of businesses.

#### IV. RULES REGARDING FUND-RAISING ACTIVITIES

4.1 To insure patrons of the Center the freedom to shop with a minimum of interruptions, certain additional rules regarding fund-raising activities have been adopted.

4.2 Non-Profit organizations which are determined, on investigation by Management of the Center, to be exclusively organized and operated for the purpose of conducting research on and/or education for the alleviation and cure of diseases and disabilities, or for the purpose of promoting or fostering projects or events of wide community interest, will generally be permitted to solicit funds in the mall area but only at the designated area provided, however, that each such organization shall first obtain a Permit, pursuant to these Rules, which specifically authorizes such solicitation and, provided further, that while making their presence known by permitted visual means, the representatives of such organization shall not approach or actively solicit individual patrons in the mall area.

4.3 No goods or service (including tickets or promotions of any kind) may be held for sale or sold at the Center by any non-tenant without specific authorization by management.

#### V. ENFORCEMENT OF THESE RULES

5.1 These Rules are promulgated with the intent of giving reasonable latitude to community citizens and groups who desire to use the mall and will be so applied to as a great degree as possible consistent with the primary purpose for which the Center was established and is operated.

5.2 If any individual or group fails or refuses to comply with these Rules, the Center will promptly take appropriate action including, but not limited to, any necessary legal action.

VI. PUBLICATION. These Rules, including any changes made pursuant to Article VII below, shall be freely available for inspection during regular business hours at the Management Office of the Center. A copy of such Rules will be furnished to each applicant for a Permit hereunder and may, from time to time, be made available to the public by pamphlet, sign, advertisement or otherwise.

VII. AMENDMENT. To retain the ability to adapt new or changing circumstances, the Center Management reserves the continuing right, without the necessity of advance notice or hearing, to alter, amend, modify, change or terminate these Rules, or any of them, and/or to make new or different rules. Any such changes in these Rules shall be publicized as provided for in Article VI thereof.