

KAILUA SPORTS COUNCIL  
**Conditions of Use**  
(Revised 5/30/2018)

Definition: City: City & County of Honolulu  
DPR: Department of Parks and Recreation  
RD: Recreation Director  
Organization: Includes coaches, participants, spectators, visiting teams  
and their supporters, and anyone else associated with the activity.

1. Rules, Regulations, Policies.

- a. Organizations will comply with all of the rules that are (a) posted in the City parks, (b) mentioned at this Kailua Sports Council meeting, (c) listed with the Facility Permit. Organizations will consistently enforce the following **prohibitions** in City parks.
  - i. **Smoking** (effective 1/1/14 for cigarettes; effective 1/1/16 for e-cigarettes).
  - ii. **Alcoholic beverages.**
  - iii. **Dogs and other animals.** Exception: Dogs that are on leashes or in obedience training classes are allowed at Enchanted Lake Community Park.
  - iv. **Vehicles parked outside of marked parking stalls.** Do not park along the red curb, yellow curb, areas marked with diagonal stripes.
  - v. **Vehicles on the medial strip, grass, walkway, ball fields, and in driveways.**
- b. Organizations will comply with the City's zero-tolerance policy on sexual harassment and workplace violence. If the Organization does not correct disrespectful or abusive behavior, the City may cancel the Organization's permit.
- c. Organizations will comply with the Americans with Disabilities Act by making reasonable accommodations for participants that have disabilities.
- d. RDs will report to the police or Child Protective Services any sign of child abuse or child neglect.

2. Facility Use.

- a. At all times, Organizations will have, onsite, the following documents.
  - i. Facility Permit for practice, with the attached schedule of practice sessions.
  - ii. Facility Permit for games, with the attached schedule of games.
  - iii. Facility Permit for special activities (tournament, play day, etc.).
  - iv. Facility Permit to store equipment and supplies in the park.
  - v. Conditions of Use (this document).
- b. Equipment Storage.
  - i. The following organizations are authorized to store equipment at Kailua District Park: Kailua AYSO, Kailua Little League, Kailua Mustangs Pop Warner Football, and Windward PONY Baseball League.
  - ii. The following organizations are authorized to store equipment at Aikahi Community Park: Kailua AYSO, Kainalu Little League.
  - iii. Organizations that have a Facility Permit to store their equipment must comply with the following conditions.
    1. The Organization's name must be clearly visible on the storage container.
    2. The Organization must keep the storage container in attractive and safe condition and locked at all times.
    3. The Organization must remove the storage container and its contents at the end of the season.

4. The Organization must not sublet the storage container to other organizations. To “sublet” is to let another person/group use your storage container.
      - iv. The City is liable for unsafe conditions in the parks; therefore, if the container is not compliant, staff will send a written notice to the Organization. If the Organization does not comply immediately, the City has the duty to remove the unsafe condition from the park.
    - c. Organizations will enforce the following.
      - i. Use your assigned area. Do not encroach onto others’ assigned areas.
      - ii. Do not allow anyone to throw, kick, or hit any type of ball against walls, fences, dugouts, backstops.
      - iii. Do not sublet fields. To “sublet” is to let another person/organization use the field under your Facility Permit.
      - iv. Notify the RD in advance, if you cancel field use at any time.
      - v. Notify the RD in advance if your season begins later or ends earlier than the dates listed on your Facility Permit.
      - vi. Do not alter City parks facilities without (a) submitting a written request and (b) receiving written approval from the City before altering City park’s facilities.
  3. Organizations must operate safely and courteously by taking the following actions.
    - a. Before each activity, check the equipment and facilities to ensure safety.
    - b. Keep temporary fencing material in safe condition.
      - i. Check the sleeves daily.
      - ii. Cap the sleeves whenever the temporary fence is not in use.
      - iii. Immediately repair or replace damaged sleeves and other parts.
    - c. Conduct warm-up drills and practice away from the pavilions, buildings, parking lots, and walkways.
    - d. Aim baseballs, footballs, soccer balls, etc., away from picnickers and passersby.
    - e. Provide, onsite, a person trained in first aid and your first aid supplies.
    - f. Supervise children and teens at all times, from the time participants arrive at the park until they leave the park.
  4. Signage. The Organizations must get the RD’s approval before posting signs and announcements.
    - a. Do not distribute, post, or place any commercial handbill, circular, notice, or other advertising device in any City park without a permit.
    - b. Post special event signs only in the park where the event is held.
      - i. Limit:
        1. two non-illuminated signs per event, per street frontage, not to exceed 16 feet in height, or 32 square feet in sign area, or
        2. one banner per street frontage, not to exceed 16 feet in height, or 80 square feet in sign area.
      - ii. Sign must be set back a minimum of 10 feet from any property line.
      - iii. Sign must be displayed for no more than seven consecutive days.
  5. Additional Required Paperwork.
    - a. Financial statement at the conclusion of the Organization’s season.
    - b. Temporary Permit to Drive on Grass to transport equipment to maintain the ballfield.
      - i. The permit is void if it is altered.
      - ii. The permit must be clearly visible on the dashboard.

- iii. After transporting equipment, the vehicle must be parked in a marked parking stall.
- iv. At no time should vehicles be parked illegally (on the ballfield, etc.).
- c. For tournaments and special events:
  - i. Facility Permit.
  - ii. Temporary Concession Permit and Certificate of Insurance naming the City and its officers and employees as additional insured.
  - iii. Temporary Permit to Drive on Grass to load/unload equipment that cannot be carried.
    - 1. Requires a \$250 deposit.
    - 2. The permit is void if it is altered.
    - 3. This permit must be clearly visible on the dashboard.
  - iv. Clean-up deposit.
  - v. A bonded security company, listed on the Facility Permit, to watch equipment overnight.
- d. For fundraising events.
  - i. Organization must have bona fide nonprofit status.
  - ii. Event must be held in conjunction with another recreational event, not solely for the purpose of raising funds.
  - iii. Paperwork.
    - 1. Facility Permit.
    - 2. Temporary Concession Permit.
    - 3. Comprehensive general liability insurance in the following amounts, covering delivery, set-up, the event, take-down, and removal:
      - a. Bodily injury, \$300,000 per occurrence.
      - b. Property damage, \$10,000 per occurrence.
    - 4. Written financial report given to the RD one week after the event.
  - iv. Sales of Food and Refreshments.
    - 1. Clearance from the State of Hawaii Department of Health.
    - 2. Certificate of Insurance, naming the City and its officers and employees as additional insured, with comprehensive general liability insurance, including products liability, in the following minimum amounts:
      - a. Bodily injury, \$300,000 per occurrence.
      - b. Property damage, \$10,000 per occurrence.
- e. For non-fundraising events.
  - i. Facility Permit.
  - ii. Food vendor (caterer or lunch wagon) may provide prepared food under the following conditions.
    - 1. All food and refreshments must be served only to members of the Organization and not to other park users.
    - 2. There shall be no exchanging of monies at the event.
    - 3. Authorization to have a commercial caterer or lunch wagon provide food is noted on the Facility Permit.
    - 4. The commercial food caterer or lunch wagon must provide liability insurance, including products liability, in the following amounts:
      - a. Bodily injury, \$300,000 per occurrence.
      - b. Property damage, \$10,000 per occurrence.
  - iii. Clearance from the State of Hawaii Department of Health when the Organization serves food to "outsiders"; i.e., people who are not members of that Organization.

