

#### RULES AND REGULATIONS FOR THE USE OF LANIKŪHONUA (Updated October 2024)

The following Rules and Regulations are necessary to keep Lanikūhonua beautiful and safe for everyone. Cooperation from everyone is appreciated.

### 1. Designated Areas:

- a. **Phase 1** Ani Ani Ku: Ani Ani Ku is the area closest to Paradise Cove Luau. The "Pa Hula" stage located in Ani Ani Ku is reserved for hula performances and may be used only by prior arrangements.
- b. **Phase 2** Ka'ula: Ka'ula is the area between Ani Ani Ku and Ha'alea.
- c. Phase 3 Ha'alea: Ha'alea is the area closest to Four Seasons Resort O'ahu at Ko Olina.

We reserve the option to hold events simultaneously on adjacent phases at Lanikūhonua.

### 2. Hours:

Day Event 10:00 a.m. - 4:00 p.m. | Evening Event 4:00 p.m. - 10:00 p.m.:

For a day event, the music and program must end by 4:00 p.m. Vendors are allowed to arrive at 7:45 a.m. to unload quietly and start to setup at 8:00 a.m.. Our landscapers may be cleaning the grounds during your setup hour.

For an evening event, the music and program must end by 10:00 p.m. Vendors are allowed to arrive at 9:00 a.m. to setup for an evening event. The last call for alcoholic beverages will be at 9:15 p.m. and bar must close at 9:30 p.m. From 10:00 p.m. - 12:00 a.m., grounds must be cleaned and rental equipment removed. Grounds will be closed and gates will be locked at 12:00 a.m.

### 3. Sanitation and Health:

- a. Hand washing with alcohol-based soap stations and sanitizer stations have installed in key locations within the site.
- b. Restroom facilities are available in Ani Ani Ku, Ka'ula and Ha'alea. Restrooms are to be used only for their designated purpose.
  - (1) Do not rinse garbage or food down the drains or toilets. No washing of dishes in the area.

# c. Rubbish:

- (1) Guests are to provide their own trash cans and bags.
- (2) Dispose of your rubbish/garbage properly. All rubbish/garbage (bottles, cans, used charcoal, etc.) must be bagged and thrown in the dumpster located in the Lanikūhonua parking lot. Do not throw rubbish/garbage in the bushes.
- (3) Disposal and handling of trash cans and bags should be done with best sanitation practices in mind.
- d. Smoking is allowed only in areas designated on the property.



## 4. Event Coordinator/Planner:

All events **require a professional event coordinator/planner** with a business license to provide professional coordination services. Their contact information must be provided at the time of booking:

- Company
- Contact Name
- Phone Number
- Email Address

The event coordinator/planner shall be responsible for security and management of the function and is to be identified to the resident manager. The event coordinator/planner must be onsite from the time setup begins until breakdown is completed.

### 5. Parking:

- a. Parking is permitted only in the designated lot near the front entrance to Lanikūhonua. There are 200 parking stalls available.
- b. Due to events being held on the same day, Owner does not guarantee the availability of sufficient on-site parking and is not responsible for guest parking needs.
- c. Cars left in the parking lot after event hours will be subject to towing.
- d. No vehicles are allowed to park overnight.
- e. Guest counts exceeding 300 will require valet services. Please consult your wedding planner for assistance.

### 6. **Provisions**:

- a. A representative from each group (preferably your coordinator) will be responsible to visit the site accompanied by the resident manager before the scheduled function and immediately after the function for site inspection. Professional event coordinators are to be introduced to the resident manager prior to an event.
- b. Guests (or their caterer) may bring cooking grills which are to be used only in areas designated for their use by the resident manager.

### 7. Other Guidelines:

- a. No swimming allowed.
- b. Kitchen Facility. There are no kitchen facilities at Lanikūhonua, therefore:
  - (1) Grilling of food is permitted only in designated areas and bonfires are not permitted. All food is to be prepared prior to event.
  - (2) <u>Plywood is to be used</u> on the grounds to prevent damage from ice chests or other equipment.
  - (3) <u>Ice or dirty water is not to be disposed of on the grounds.</u>



- c. All food must be under a tent or umbrellas.
- d. No overnight camping is allowed.
- e. Parents and designated representatives shall be responsible for children and guests.
- f. Driving of vehicles on the lawn is not permitted at any time as this causes extensive and severe damage to the grounds, **no food trucks or wheeled food vendor carts.**
- g. Nails or staples are not permitted for hanging signs on trees or buildings.
- h. Dance floors are required should there be dancing at an event.
- i. Sound System (speakers) must face the ocean.
- j. Fire pits, sparklers, smoke bombs, bubbles, birdseed, rice, confetti, silk flower petals, sky lanterns, and bouncy castles are not allowed.
- k. Sports Activities: Volleyball, football, soccer, tug-of-war, and baseball are not permitted.
- I. For safety reasons, no glass bottles are allowed except at the bar area. All drinks must be poured into cups. Glassware are permitted only at the main reception table area (water goblets / wine and champagne glassware) and must remain in the main tented reception table area.
- m. Guest counts exceeding 400 are required to have the presence of Special Duty Police Officers and rental of portable bathroom facilities.

For Honolulu Police Department Special Duty Officer, please request from their website: https://www.honolulupd.org/police-services/hire-a-special-duty-officer/order/

- n. Fire Knife Dancer and Cold Sparkles: If you are going to have a fire knife dancer performance or a cold sparkle performance, or any other type of performance with fire:
  - (1) Notify Lanikuhonua of the vendor name / performing company so we can provide you with a **right of entry letter** authorizing your vendor to provide the fire knife/cold sparks performance for the event on the stated date and times. The performers must bring their own fire extinguisher with a minimum 4-A: 80-BC rating available and within 30 feet of the performance. The fire extinguisher shall be constantly attended by a competent adult trained in the use of portable fire extinguishers. Also, Logo burn is not permitted.
  - (2) Send request and documentation for fire knife dance and cold sparks performances to the Honolulu Fire Department Fire Prevention Bureau Administrative email: <u>hfdfpbadmin@honolulu.gov</u>
    - \* HFD requires you to submit the following documents (3):
      - 1. **Event Summary**, including dates, performance times, location, event coordinator POC, vendor POC and property POC
      - 2. **Right of Entry Letter** from Lanikuhonua
      - 3. **Event Site Map** indicating the required minimum 25ft separation distance from the fire performance to the audience and combustibles, location of the fire extinguisher(s) within 30ft of the performance, and fuel storage (if any) minimum 25ft from the performance and audience.



#### 8. Pet Policy:

Dogs **ONLY** are allowed on the property for wedding ceremonies and post-ceremony photos. Please see the guidelines below: (For Service Dogs, please provide Service Dog Credentials 90-days in advance of ceremony)

Guidelines:

- Dog must be leashed at all times.
- Dog must have a dedicated handler (handler name provided to site manager/security 30 days prior to event) responsible for removing dog from premises after ceremony/post-ceremony photos.
- Handler must clean up after dog and bring necessary clean-up tools/supplies.
- Dog cannot stay for reception.
- Dog must leave property after ceremony/post-ceremony photos.
- Lanikuhonua reserves the right to have the dog removed from the property.
- Dog is not allowed at the rehearsal.

Prohibited Dog Breeds:

- Pit Bulls (dogs with any Pit Bull breeding combination)
- Rottweilers
- Doberman Pinschers
- Chows
- Wolf Breeds
- Dog that demonstrates any propensity for dominant or aggressive behavior

#### 9. Clean Up:

- a. User must properly dispose of all garbage/rubbish [see 3.c.(2)].
- b. Remove all directional signs, flags, banners, etc. erected by your group.
- c. Chairs and tables are to be stacked on the sidewalk after your event.

#### 10. Security for Damages and Material Violations of Use Agreement:

### **\*USER AND VENDOR IS REQUIRED TO SUBMIT A CERTIFICATE OF INSURANCE**

Concurrent with User's execution of this Agreement, User shall provide Owner with a completed Credit Card Authorization Form duly executed by User to be kept on file by Owner. User's credit card will not be charged by Owner or be subject to an authorization hold by Owner prior to the Event date. The credit card information provided in the Credit Card Authorization Form will only be used by Owner to initiate payment to cover Owner's actual out-of-pocket expenses arising from any of the following occurrences:

- 1. Damage to the Property caused by User or any parties associated with User.
- 2. Damage, loss or theft of Owner's personal property caused by User or any parties associated with User.
- 3. Material breach by User of the Use Agreement or the Rules and Regulations (see Exhibit B).

In addition, the credit card information provided in the Credit Card Authorization Form may be used by Owner, in Owner's sole discretion, to initiate payment to Owner of up to \$1,000, upon the occurrence of any of the following:



- 1. User's guest count at Event exceeds the pre-approved number of guests.
- 2. User's failure to properly dispose of Event trash.
- 3. User's failure to abide by Event set-up and break down times.
- 4. User's and/or any guest, caterer, service provider or other third-party vendor's unauthorized driving on the grass.
- 5. User's failure to identify and provide contact names and numbers of any caterers, service providers or other third-party vendors engaged by User at the Event.
- 6. User's failure to have a designated coordinator on site pursuant to #4 of the Rules and Regulations.

The Security for Damages Policy is strictly enforced to help manage all Events at Lanikūhonua as effectively and efficiently as possible. User's understanding and cooperation with Lanikūhonua's Security for Damages policy is greatly appreciate.

## 11. Reservation Charges:

All groups reserving Lanikūhonua will be required to submit a 50% deposit site fee (non-refundable) at the time the reservation is committed (rates are subject to change).

Should you wish to have your tent set up the day before your event (and pending availability), there

is a separate fee and it will be quoted to you at the time you request this reservation.

Fees are quoted at the time reservations are made for the use of the site. Methods of payment include personal check, cashier's check or credit card. Checks should be made payable to: *Lanikūhonua Cultural* 

Institute.

Fees received for use of the property supports Lanikūhonua's Hawaiian cultural programs.

### 12. Cancellation Policy:

In the event you decide to cancel your reservation, the following policy applies:

- a. Once the deposit and signed use agreement is received, the deposit is non-refundable and non-transferrable.
- b. If the event is cancelled less the ninety (90) days prior to the event, 100% of the balance payment is non-refundable and non-transferable.
- c. If 100% of the balance payment has been made and the event is postponed by User for any reason, the non-refundable deposit amount can be transferred to a new date if the event is re-scheduled by User within thirty (30) days of the original event date; <u>provided</u>, <u>however</u>, that the rescheduled event must take place on an open date within one year of the original event date. Only one postponement is allowed per event. All payments are non-refundable and non-transferable.



13. Drone Policy:

Ko Olina is a controlled airspace (no-fly zone).

- Drone operator will be required to provide a copy of the drone pilot's FAA license, permit and certificate of insurance. (In order to fly your drone under the FAA 's Small UAS Rule (Part 107), you must obtain a Remote Pilot Certificate from the FAA)
  - Drone usage to occur only within Lanikuhonua property lines.
  - Please refrain from the filming of public areas and neighboring properties.

# 14. Force Majeure:

If due to a Force Majeure event, Owner is unable to fulfill its obligations under the use agreement, then provided notice is communicated to User specifying in reasonable detail the circumstances of such event and the manner in which it has delayed or hindered performance, Owner's obligations to User shall be terminated and the entire deposit paid by User will be refunded. The term "force majeure" as used herein shall mean any causes beyond the reasonable control of the party affected thereby, such as but not limited to, act of God without regard to proximate causation, acts of public enemy, insurrections, riots, strikes, lockouts, labor disputes, fires, explosions, floods, breakdowns or damage to plants, equipment or facilities, embargoes, orders, or acts of civil or military authority, failure or curtailment of carriers to transport or furnish facilities for transportation, epidemic, pandemic, or other national or regional emergency. Inclement weather is not a force majeure event unless it is severe or abnormal (i.e., excessive rain causing flooding at the venue site); and force majeure events do not excuse payment obligations except as expressly provided in this force majeure paragraph.

Mahalo for your cooperation and enjoy your event at Lanikūhonua!

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