

**APPLICATION FOR PERMIT TO USE
KONA INTERNATIONAL MARKET**

KONA INTERNATIONAL MARKET welcomes the use of its facilities to individuals and groups who desire to host events or activities that are intended for the benefit and interest of the community. Please complete this form and return to the management office or mail it to the address below. Applications must be received **no later than ten (10) days prior to the first day of the activity planned**, together with a copy of your group's **ONE MILLION DOLLAR (\$1,000,000) Liability Certificate of Insurance naming THE QUEEN LI'LIUKALANI TRUST and COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (HI), LLC as additional insured and certificate holder.**

A COPY OF THE APPROVED APPLICATION MUST BE ON HAND AT ALL TIMES DURING YOUR ACTIVITY.

Name of Organization: _____ (the "Organization")

Federal Identification Number: _____

Nature and Purpose of Activity: (specify): _____

Material, Equipment, Signs, and Objects to be used: _____

Maximum Number of Persons Involved in Activity: _____

Dates Requested: From _____

	Date	Time	Date	Time
Name: _____			E-Mail Address: _____	

Address: _____ Telephone Fax: _____

The Organization hereby requests permission to use the facilities at Kona International Market for and on behalf of the Organization and for the activity listed above. It is understood that the Organization shall remain in the designated location(s) agree on. It is further understood that the Organization agrees that it will provide a certificate evidencing commercial general liability and naming THE QUEEN LI'LIUKOALANI TRUST and COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (HI), LLC, and their respective officers, directors, trustees, employees, members, successors and assigns (collectively, the "**QLT-PARTIES**"), as additional insured.

WAIVER OF CLAIMS. The Organization hereby waives, releases and forever discharges Kona International Market, Tenants and the QLT Parties, from any and all liability and claims for loss and damage, however denominated, that the Organization may have for personal injury, death or property damage arising from or on account of the Organization's entry on and into the Kona International Market facilities at during the period indicated above. The Organization understands and agrees that some injuries, losses and damages may not be immediately known and/or anticipated and that the waiver set forth above covers, and is intended to cover, any and all liability and claims for losses and damages whether or not known or anticipated. The Organization further agrees that the waiver, release and discharge of liability set forth above includes, without limitation, (a) liability and claims for losses and damages for personal injury, death or property damage caused by the acts, omissions, and/or negligence of any QLT Parties and (b) liability and claims against facilities arising from landowner liability.

ASSUMPTION OF RISK. The Organization and person(s) signing this application accepts the location(s) in an "as is" condition, with all faults, known and unknown. The QLT Parties reserve the right to terminate this Application at any time by giving the Organization five (5) days prior written notice. The Organization understands, acknowledges and accepts the scope, nature and extent of the risks involved in access on and into the facilities and carrying on and conducting activities while on or in the Center facilities. The Organization further understands that these risks may be caused

or increased by the Organization's own actions or inaction, and /or the actions or inaction of the QLT Parties. These risks may also be caused by the conditions at the locations where the access and entry take place. The Organization expressly and voluntarily agrees to assume all risk of bodily injury, permanent disability, paralysis, death, property damage and all other losses, costs and damages that the Organization may sustain while on or at Kona International Market pursuant to this Permit. The Organization understands and acknowledges that there may be other risks either not known to the QLT Parties and/or the Organization or not readily foreseeable at this time, and the Organization's assumption of risks set forth above also includes and covers all such risks.

INDEMNITY. The Organization agrees to indemnify, defend, save and hold the QLT Parties harmless from any and all liability, claims, demands, actions, and causes of action, however denominated, that may be initiated by the Organization and/or any other person, entity or organization now or at any time in the future arising (or to arise) from the Organization's access to and use of the Kona International Market facilities. The indemnity herein given includes reimbursement of all legal costs, including reasonable attorneys' fees, incurred by the QLT Parties in the defense of all such claims and causes of action.

BINDING EFFECT. The Organization understands and agrees that all of the terms and conditions of the Waiver, Release and Indemnity Agreement contained in this Permit shall continue in full force and effect at all times, now and in the future, and shall be binding upon the Organization and the Organization's officers, directors, trustees, employees, members, successors and assigns.

Signature _____ Date _____
Print Name _____ Title _____

Colliers International Real Estate Management Services (HI), LLC.

Approved by: _____ Date: _____.

LOCATION: _____.

Mail to: C/O COLLIERS INTERNATIONAL
74-5533 Luhia Street, #100
Kailua-Kona, HI 96740

Fax to: (808) 329-2442
Questions call: (808) 329-6262
E-mail: krystal.imai@colliers.com
or lany.sonson@colliers.com

MANAGEMENT USE ONLY:

Rental Fee _____

Security Deposit _____

Electricity _____

Total _____ Check # _____

**REGULATIONS PERTAINING TO THE USE OF THE PUBLIC AREAS OF
KONA INTERNATIONAL MARKET
74-5533 LUHIA STREET, KAILUA-KONA, HI 96740**

1. Use of the QLT facilities at Kona International Market (the “Center”) public areas is authorized only by approved application by and through its Managing Agent, Colliers International Real Estate Management Services (HI), LLC (the “Management Office”).
2. Groups using the public areas are assigned to designated locations only, and on days and at times which are at the discretion of QLT and Colliers International.
3. The sale of merchandise or services in competition with the Center’s merchants is prohibited unless prior approval is received from the management Office.
4. Signs used and displays are subject to prior approval of Landlord & Management Office and should be tasteful and professional in appearance. They may not be attached to buildings, columns, trees, or shrubs. All displays and or tables should not block the entrance or window display area of any Center merchant.
5. Use of the public areas is confined to charitable or non-profit groups or groups representing specific non-partisan community interests. Groups representing individual political candidates or issues, or presenting controversial issues which may interfere with merchants’ operations or the customers of the Center will not be authorized to conduct activity in the public areas.
6. Solicitation for funds and contributions shall be limited to charitable and non-profit groups; and signatures or participation in surveys must be passive; that is, Center invitees must voluntarily respond to approved signing and may not be actively accosted by group members. Solicitation shall be conducted from behind a table provided by the participating group, which shall be covered with a table cloth. Similarly, literature may be distributed only upon request of the recipient. No fliers may be placed on automobiles.
7. The areas occupied must be left in the same condition of orderliness and cleanliness as when received. Rubbish or litter will be removed. Failure to clean up the area may be cause to refuse future requests to use the Center’s public areas.
8. Any damage to the public areas, including harm to the plants or furniture located within the Center or to the parking lot, will be corrected or repaired at the expense of the Organization. If a tent is used, please do not make holes in the pavement for stakes.
9. The areas of the Center used by the public are not public areas or ways but are for the use of the Center’s tenants and the public transacting business with them. Permission to use such common areas may be revoked by the Management Office at any time.
10. The Organization may have to share the location designated for in this Permit. Access may be restricted to times determined by the Management Office.
11. Regarding the certificate of insurance, please see that the named parties specified in the first paragraph of the application are named as additional insured. Send the insurance certificate to:
c/o Colliers International, 74-5533 Luhia Street, #100, Kailua Kona, HI 96740
12. Any promotional advertising and/or media intended to be released to the public must be approved in writing by the management office prior to publishing.
13. IF APPLICABLE: Usage Fee & Security Deposit shall be agreed upon prior to any event. All payments shall be made out to: **THE QUEEN LILIUOKALANI TRUST**. Security deposits (if applicable) will be returned via Mail upon final inspection of assigned area. Please allow 2-3 weeks.