



## SPECIAL EVENT AGREEMENT: KAUIKEOLANI ESTATE

Kauikeolani Estate (the “Property”) includes an historic house and an expansive lawn within a residential neighborhood. The adjacent ponds are there to enhance your view but are not intended for your use. For many reasons, the use of the Property requires much care and respect by you, our Guest.

This Special Event Agreement (“Agreement”), made as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Hanalei Land Company, LLC., a Hawai`i LLC. (HLCO) and \_\_\_\_\_ (“Guest”).

Guest Acknowledges and agrees to the following terms (please initial all paragraphs):

### 1. THE PROPERTY

- a) The Property must be rented for a seven (7) night stay, at a minimum. Guest’s Vacation Rental Contract is incorporated by reference. Special Event Fee is due according to the terms of Guest’s Vacation Rental Contract.
- b) A \$3,000.00 Special Event Fee is required for one (1) single Event. One Event, (“Special Event or Event”) includes but is not limited to the following: Welcome Dinner, Wedding/Reception, Rehearsal Dinner, Luau, Dinner Party, BBQ, Beach Day and/or any gathering of 25 or more invitees, other than those registered to be staying on the Property.
- c) Additional Events are allowed with prior authorization from HLCO. A *MAXIMUM of two (2) Night Events and one (1) Day Event are allowed.* The following fee schedule applies:

Fee Schedule: (1) Event	\$3000
(2) Events	\$4500
(3) Events	\$5000
- d) Guest is required to secure an on-island (Kaua’i) Licensed Wedding/Event Coordinator.
- e) Maximum number of participants at any Event is 100 people. NO EXCEPTIONS.
- f) Special Events must be held outside on the grass, NOT in the house. Moving of any furniture from inside the house or lanai is strictly prohibited. Any damage to furniture, lawn, plantings, trees or irrigation will result in Security Deposit forfeiture.
- g) Kauikeolani Estate a NON-SMOKING home. NO SMOKING in or within 20 feet of the house. Guest is responsible for removing any and all cigarette butts from the lawn.

### 2. LAYOUT

- a) For Events which include more than 25 people, tents, tables, chairs, benches, generators, lighting, portable toilets, etc. must be rented from approved Vendors. HLCO does not provide any of these items.

- b) HLCO must approve, in its sole discretion, all layouts and the placement of any tents. Layout for the use of the Property must be submitted to HLCO no later than 14 days prior to the date of the Event. Guest shall provide HLCO with a written and detailed schedule of the timing of set up, activity, and clean up, relative to Guest's use of the Property and shall promptly notify HLCO of any required changes in that schedule. Tent placement must be a minimum of 10 feet away from all Property landscaping including any flowers, plants and/or trees.

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### **3. INSURANCE:**

- a) *Guest shall, at its own expense, obtain and maintain at all times during the term specified in this Agreement, comprehensive general liability insurance (including, and without limitation, coverage to protect against any and all injury to persons or property, for all of Guest's invitees participating in the Events which are the subject of this Agreement) at a limit of \$3,000,000 written by an insurance carrier acceptable to HLCO, in its sole discretion.*
- b) Kauikeolani LLC and Hanalei Land Company, LLC (HLCO) must be named as Additional Insured under the Guest's insurance (Section 1 above) and the insurance policies of all others (Sections 4-6 below). Certificates of Insurance shall be provided to HLCO at least 30 days prior to the Event and emailed to HLCO or mailed to PO Box 81, Hanalei, HI 96714. Failure to deliver valid certificates within that time may result in cancellation of the Event, at the sole discretion of HLCO. The policy must be for a minimum term of three (3) days (set up day, event day, and break down day).
- c) Guest shall defend, indemnify and hold harmless Kauikeolani LLC and HLCO and/or its agents, officers, directors, heirs, successors, employees, attorneys, insurers, and persons employed or engaged by HLCO harmless from and against any and all actions, claims, demands, damages, expenses, and liabilities including, without limitation, attorney's fees, for loss or injury to property or persons as a result of Guest's, its agents', employees', contractors', guests', vendors', patrons', and/or invitees' acts arising out of the exercise of any of the rights, licenses or privileges granted or implied herein.

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### **4. CATERING:**

- a) Caterers must be pre-approved by HLCO.
- b) *Caterers hired to provide food and beverages must have a minimum of \$1,000,000 in comprehensive general liability and if alcohol is served at the Event a minimum of \$1,000,000 in liquor liability insurance. (See Section 3 above.)*
- c) Caterers must set up an outdoor kitchen or tent for serving and preparing/heating food, including scullery.
- d) Use of the kitchen in the house is for registered guests staying at the Property.
- e) All cooking and serving equipment including dishes, glasses, pots, pans and silverware needed for the Special Event shall be provided by the Caterer. If HLCO cooking equipment or utensils are removed, the Security Deposit will be charged.
- f) *Caterers are required to remove all garbage, wine bottles, and cartons from the Property after a Special Event.* There are a limited number of trash receptacles for Kauikeolani guests but none for Events. If Event trash is not removed, the Security Deposit will be charged.

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### **5. VENDORS**

- a) The list of Vendors to be used at a Special Event must be provided to HLCO.

- b) All Vendors must have a minimum of \$1,000,000 in comprehensive general liability. (See section 3 above.)

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## **6. ENTERTAINMENT & NOISE ORDINANCE**

- a) In accordance with County of Kaua'i's Noise Ordinance, HLCO strictly observes a 10:00 pm "lights out" curfew for Guests. It is the responsibility of the Guest to end the Event (i.e. music off, bar closed, etc.) in sufficient time for all guests to depart from the Property at curfew.
- b) Minimal quiet Vendor cleanup is permissible for up to one hour past the 10:00 pm curfew.
- c) HLCO must approve of all entertainment in advance. Guest shall provide, within 14 days prior to the Event, the name and description of all proposed entertainment vendors as well as the proposed beginning and ending times of the music/sound amplification to HLCO for its review and approval. Music and/or sound amplification must not exceed level(s) appropriate to low-density residential environments, and must comply with all State and local ordinances.
- d) Take into consideration and be respectful of the quiet, rural, residential surroundings of Hanalei, Hawaii.

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## **7. PARKING & BEACHFRONT USE**

- a) Parking is permitted in designated parking areas.
- b) No vehicular access or vehicle parking allowed on beach side of the Property.
- c) *Empty Beachfront Lot can be used for Ceremony Only. No Tent or Vendor set up allowed.*

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## **8. CONDUCT & DAMAGES**

- a) Guest is responsible for the conduct of its agents, employees, vendors, contractors, guests, patrons and/or invitees while on the Property. This includes, but is not limited to, the responsibility for the care of the Property and concern for the invitees. Guest shall conduct the Event in a lawful manner in compliance with all applicable State and local laws, and in such a manner so as not to bring odium, discredit or criticism upon HLCO. If, at any time, HLCO or its representatives determine, in their sole discretion, that Guest is not conducting the Event in such a manner, Guest and invitees will be asked to vacate the Property immediately, and forfeit the Security Deposit.
- b) Any damage to the Property or grounds caused by Guest, its agents, employees, vendors, contractors, guests, patrons and/or invitees will be charged to Guest, who will be responsible for the payment of the cost of any necessary repairs, or replacement, as determined by HLCO in their sole discretion. Payment for damage in excess of Security Deposit will be made by Guest upon demand by HLCO.

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## **9. VACATING VENUE**

- a) If the cleanup by Vendors is not complete on the evening of the Event, all Vendor supplies must be taken from the Property on or before 10:00 am on the Check-out date stated in Guest's Vacation Rental Contract.
- b) The Property should look as it did when Guest arrived. Guest's Security Deposit will be charged for any Vendor supplies, trash, etc, left on the Property. Charges are based on time and expense to HLCO.

\_\_\_\_\_ **10. CANCELLATION**

- a) In the event of fire, flood, natural disaster, abnormally inclement weather, act of God, explosion, riot, war, terrorism, conflict with previously scheduled community events or any other condition or circumstance not reasonably foreseeable or otherwise caused by or under the control of the parties, either party may, at its option, terminate this Agreement. Special Event cancellation refund eligibility is governed by the Cancellation Policy on Guest’s Vacation Rental Contract.

\_\_\_\_\_ **11. MISCELLANEOUS PROVISIONS**

- a) Open fires, fireworks and/or firecrackers are NOT permitted without advance written approval of HLCO.
- b) If any provision of this Agreement, or portion thereof, or the application thereof to any circumstance shall be held to be invalid or unenforceable, the remainder of this Agreement shall, notwithstanding, continue in full legal force and effect. In lieu of such invalid and unenforceable provision, there shall be added automatically a provision as similar in terms to such invalid or unenforceable provisions as may be possible and legal, valid and enforceable.
- c) Even if a Guest intends to pay by check or wire transfer, HLCO requires Guest to provide a VISA or MASTERCARD number, which will be kept on file pending the final reconciliation of all Event charges. The final reconciliation will be provided by HLCO no later than (30) days after Event, and shall be due within ten (10) days of receipt. A three percent (3%) convenience fee will be assessed on any payments made by credit card. Consistent with this Agreement, Guest agrees to pay for any additional charges or fees. If Guest fails to provide timely payment for any referenced additional charges or fees, HLCO reserves the right to charge Guest’s credit card for those amounts. Under all circumstances, Guest shall be responsible to pay for any charges associated with additional items or services related to the Event.

I have read the conditions above and agree to abide by these terms. Failure to satisfy the conditions may result in partial or total forfeiture of the Security Deposit. Any additions or changes to this Agreement must be in writing, acknowledged by the Guest and HLCO, and attached hereto.

*This Agreement constitutes the entire understanding between the parties and shall not be altered, modified, or changed in any way without the express written consent of HLCO. Any dispute arising from or related to this Agreement shall be settled by arbitration in accordance with rules of Judiciary of the State of Hawai`i in effect when the dispute arises, and judgment on the award rendered may be entered in any court having proper jurisdiction. This Agreement shall be governed by the laws of the State of Hawai`i both as to interpretation and performance. Any action brought to enforce or interpret this Agreement shall be brought in the County of Kaua`i.*

Name \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_