



UNIVERSITY of HAWAI'I®

HAWAI'I
COMMUNITY COLLEGE

**FACILITIES USE PRACTICES,
PROCEDURES AND TERMS OF USE**

Revised July 2013

**UNIVERSITY OF HAWAI‘I
HAWAI‘I COMMUNITY COLLEGE
FACILITIES USE PRACTICES, PROCEDURES AND TERMS OF USE**

1. Purpose

To implement Chapter 13 of the Board of Regents Bylaws and Policies on the Use of University-owned Facilities and to establish practices, procedures and terms of use of college facilities at Hawai‘i Community College in accordance with Executive Policy E10.201.

2. Objective

To regulate the short-term occasional use of college facilities at Hawai‘i Community College, including grounds, by organizations with and without university affiliation to insure compliance with Board of Regents Policy, state laws, and county ordinances.

3. Applicability/Responsibility

The established procedures and terms of use shall apply to organizations affiliated with the university and organizations without university affiliation.

4. Definitions. As used herein:

- a. “CHANCELLOR” means the chief executive officer of Hawai‘i Community College.
- b. “CHARTERED ORGANIZATIONS” means organizations holding a charter from the Board of Regents of the University of Hawai‘i.
- c. “DESIGNEE” means an individual of Hawai‘i Community College designated by the Chancellor to act on behalf of Hawai‘i Community College.
- d. “DEPARTMENT” means any unit, program, division, or office authorized by the Board of Regents of the University of Hawai‘i.
- e. “EXTRAORDINARY CHARGES” means assessments for expenses not covered by the established fee schedule.
- f. “FACILITIES” means all buildings, grounds and waterway owned and/or controlled by the University of Hawai‘i and includes the streets, sidewalks, malls, parking lots, roadways, canals, docks and estuaries within the boundaries of property owned or controlled by the University of Hawai‘i.
- g. “GENERAL FACILITIES” means facilities which are available for use which are not restricted or special.
- h. “RESTRICTED FACILITIES” means facilities which are restricted for University use only and are not available for any use. Restricted facilities include, but are not limited to,

libraries, offices, laboratories, maintenance and storage areas, food preparation areas and certain staff, faculty and student lounges.

- i. “FUNDRAISING” or “ADMISSION CHARGE EVENTS” means activities or events where individuals are required or requested to pay, contribute or donate in order to participate in or attend the event before goods or services are provided.
- j. “REGISTERED ORGANIZATIONS” means organizations which are comprised of current students, faculty, and staff appropriately approved by and registered with Hawai‘i Community College.
- k. “SOLICITATION” means the sale or offer for sale of any goods or services.
- l. “SPONSORSHIP” means the assuming of all responsibilities in conducting an event or activity.
- m. “CO-SPONSORSHIP” means the assuming of equal responsibilities (including financial) by a University-affiliated organization with an organization without University affiliation in conducting an event or activity.
- n. “COLLEGE” and “CAMPUS” means Hawai‘i Community College.
- o. “UNIVERSITY” means the University of Hawai‘i.

5. User Categories

a. University- and College-Affiliated Organizations

Organizations or individuals of the University of Hawai‘i and Hawai‘i Community College conferred rights and benefits. The responsibility and authority for on-campus activities of institutional users shall reside with students or employees of the College.

- 1) University/College offices, programs, departments, divisions, and units.
- 2) Registered independent student, faculty or staff organizations. Students may see the Student Life Coordinator for registration information and employee organizations may obtain an application to be a Registered Independent Organization from the Office of the Vice Chancellor for Administrative Affairs.
- 3) University/College chartered organizations.

b. Other Non-University and Non-College Affiliated Organizations

- 1) The University of Hawai‘i, as a public institution, is not in competition with other institutions or commercial enterprises in the rental of facilities. There are circumstances, however, in which the nature of the activity is particularly appropriate to a campus facility and in the best interest of the University. In these circumstances, the University or College may enter into facilities use agreements with other organizations.

- 2) Non-University and non-College affiliated organizations may apply for affiliation status with Hawai'i Community College by submitting a completed application for affiliation to the Office of the Vice Chancellor for Administrative Affairs.

6. Types of Use

- a. Chartered/registered student, faculty and staff organizations and other University-affiliated organizations may use designated College facilities for activities and events related to their function and purpose.
- b. Other non-affiliated organizations may use designated College facilities for charitable, civic, community, cultural, or educational activities which are operated on a **not-for-profit** basis [§20-13-5 Use by organizations without university affiliation] and whose activities are appropriate for such facilities where the use does not infringe upon, delay, or conflict with the normal operations of the College.
- c. Other non-affiliated organizations shall not be allowed to use facilities where such use is in competition with privately-owned facilities.

7. Use Priorities

- a. College facilities, including campus grounds, are provided primarily for the support of the regular educational functions of Hawai'i Community College and the activities necessary in support of these functions. The functions of Hawai'i Community College shall take precedence over any other activities for the use of campus facilities.
- b. Chartered/registered student, faculty and staff organizations and other University-affiliated organizations shall have priority over organizations without University affiliation in the use of College facilities.
- c. The availability of College facilities for use by other organizations shall be subject to the needs and the convenience of Hawai'i Community College and the University of Hawai'i.

8. Use Application Procedures

- a. The use of College facilities by all organizations shall be by reservations on a first-come, first-served basis subject to the scheduling priorities listed in Section 7, Use Priorities.
- b. No reservation shall exceed one (1) week in length without prior written approval from the Chancellor or Designee.
- c. University-affiliated organizations may not reserve general facilities in excess of sixty (60) days in advance. Non-University affiliated organizations may not reserve College facilities prior to forty-five (45) days before the scheduled event.

- d. The scheduling of College facilities for use by organizations is coordinated by the HawCC Planning, Operations and Maintenance (POM) Office or by the UHCWH Administrative Services Office for West Hawai‘i.
- e. General procedures governing the application and reservation for use of College facilities.
 - 1) An organization requests the use of a campus facility by completing an Application for Facilities Use form and submitting it to the HawCC Planning, Operations and Maintenance (POM) Office or to the UHCWH Administrative Office for West Hawai‘i. University affiliated organizations must submit an application at least fifteen (15) working days prior to the scheduled event and non-University affiliated organizations must submit an application at least twenty (20) working days prior to the scheduled event.
 - 2) All permits and approvals that may be required must be obtained and submitted with the Application for Facilities Use. Permits and approvals may include, but are not limited to: State Temporary Food Establishment Permit, County Fire Department Tent/Fair/Market Permit, County Planning Department, State Health Department, County Building Division.
 - 3) A Designee shall determine the appropriateness of the application, the charges for use and services, and any special requirements, such as, but not limited to parking, security, utilities, custodial services, and insurance.
 - 4) The organization shall be notified as to the availability of the facility requested and the charges to be assessed.
 - 5) Unless waived, the organization shall be required to make a payment in full for the use and services prior to the scheduled event. Checks are to be made payable to “Hawai‘i Community College.”
 - 6) The organization shall receive a copy of the completed application form which will list the charges and the arrangements made for the event with the Designee. The organization shall not assume that a reservation has been confirmed until a copy of the approved application form has been received.
 - 7) University-affiliated student registered independent organizations (RISO’s) are required to have an RISO advisor present at the activity or event at all times. [Page 3, HawCC Student Registered Independent Organization Handbook, August 2011.]
 - 8) Organizations using campus facilities must designate a person in charge who will be present at the activity or event.
 - 9) The College has authority and reserves the right to cancel, postpone, or alter arrangements for any event, if necessary.

9. Terms of Use

In addition to other requirements which may be imposed and as applicable, organizations with and without University affiliation which have been authorized to use designated University facilities shall be required to:

- a. Observe established University and College rules and policies and rules, regulations, ordinances, and laws of Federal, State or County governments.

- b. Indemnify, defend, and hold harmless the University of Hawai‘i and the State of Hawai‘i and all its agents and employees from any liability arising out of the actions of the organization or its agents arising out of the use of the facilities by the organization.
- c. Reimburse the College for any damage (normal wear and tear excluded) to the facilities resulting from their use. The College will determine the actual amount and payment on such damages shall be made within thirty (30) calendar days from the date of notification.
- d. Compensate the University according to the terms provided in the agreement for the use of University-owned facilities.
- e. Provide evidence of appropriate and adequate insurance protection covering property damage, personal injury, or death arising out of the use of University-owned facilities. The President or a Designee may waive this requirement upon an adequate showing of responsibility by the organization.
 - 1) The user shall, at its own cost and expense, maintain liability insurance for personal injury or death in the minimum amount of \$100,000 per person and \$300,000 per accident, and \$25,000 property damages. The certificate holder shall be the University of Hawai‘i, Hawai‘i Community College. Include the statement, “Certificate Holder is named as Additional Insured under the policy to the extent set forth in the General Liability policy provisions.”
- f. Provide at its own cost or expense, uniformed security guards or off-duty police officers if determined necessary by the College.
- g. Not place on any promotional material the University or College logo or name for programs, activities or events not sponsored nor endorsed by the University or College. There shall not be anything on any promotional material implying sponsorship or endorsement by the University or College when there is not.
- h. Observe no smoking policies, including use of any tobacco or electronic tobacco product, in any College facility and 25-feet from any College building.
- i. Not serve food or beverage in any College facility unless specifically approved with the Application for Facilities Use form.
- j. Not use sound equipment, other than a general public address system, unless specifically approved with the Application for Facilities Use form.
- k. Return the facility to its original condition. Equipment, chairs, tables, etc. must be returned to its original location and configuration at the completion of rental.
- l. Provide a seventy-two (72) hour notice of cancellation. If a seventy-two (72) hour notice of cancellation is not given, 25% of the rental fee will be forfeited.

- m. Submit an appeal in writing to the Chancellor if the Application for Facilities Use is denied. The appeal must be submitted within seven (7) calendar days from the date of notification. The decision of the Chancellor is final.
- n. Agree violation of any practice, procedure or term of use contained herein or the terms of any executed use or rental agreement shall be grounds to terminate the organization's or individual's right to use College facilities.

10. Charges for the Use of University-Owned Facilities

- a. In general, University departments are not charged for the use of University facilities when meetings or activities are a direct part of their program. Charges may be assessed for extraordinary expenses associated with the use of a facility.
- b. Chartered/registered organizations shall not be assessed the facilities use charge. However, charges shall be assessed for extraordinary expenses associated with the use of a facility.
- c. Organizations without University affiliation shall be charged facilities use fees pursuant to the established schedule.
- d. When engaging in fundraising/admission charge activities (including donation), all University-affiliated organizations, including University departments, shall be charged to cover the direct and indirect expenses and any extraordinary expenses associated with the use of the facility.
- e. The Designee may at his/her discretion, waive or reduce the charges for the use of University-owned facilities.

11. Posting and/or Display of Written Material

- a. Posting of Notices and Other Written Material
 - 1) The posting of notices, posters, and other printed and written material is permitted only on designated bulletin boards located in or at campus buildings. Bulletin boards are classified as general or reserved.
 - 2) Notices, posters, announcements and other printed and written material shall not be attached to any structure or natural feature on campus, including, but not limited to, the sides or doors of building, the surface of walkways or streets, posts, waste receptacles, benches and trees.
 - 3) Notices may be posted two (2) weeks prior to an event and shall be removed within twenty-four (24) hours after the event.
 - 4) No poster shall exceed 14-in x 22-in in size. Oversized posters shall be removed unless prior written approval has been obtained. For chartered/registered organizations, requests may be made and approvals granted by the Designee.
 - 5) Posters which are improperly identified or placed in unauthorized locations on campus shall be removed.

b. Banners and Displays

- 1) Banners, displays and large signs require facilities use approval.
- 2) All banners and displays shall be adequately secured and shall not exceed 3-ft x 6-ft in size.
- 3) Requests for exceptions as to location and size are to be addressed to the Designee.

12. Solicitation

- a. No solicitation shall be conducted in any building, structure, facility, or on any grounds, sidewalks, or streets of the College.
- b. Student representatives of commercial enterprises and employees of the University shall not post nor solicit business on campus.
- c. The following activities shall not be deemed solicitations prohibited by this section:
 - 1) Sale or offer for sale of any newspaper, magazine, or other publications by means of an authorized vending machine in an area designated by the College or the sale or offer for sale of such materials by individuals which is conducted in compliance with the practices and procedures governing the time, place, and manner of such activities.
 - 2) Sale or offer for sale of any food or drink items by means of an authorized vending machine operated by the College or its subcontractor in an area designated by the College.
 - 3) The operation by the College or its subcontractor of any bookstore, specialty store, laundry, cafeteria, bank, barber shop, or other service facility maintained for the convenience of the students, faculty or staff.
 - 4) The collection of tuition, fees, and charges in connection with the operation of the University of Hawai‘i.
 - 5) The collection of membership fees or dues by registered student, faculty or staff organizations.
 - 6) The collection of admission fees for the exhibition of movies, speakers, or other programs that are conducted or sponsored by the College, or a registered student, faculty or staff organization.
 - 7) Fundraising activities sponsored by and intended to support chartered/registered student and faculty/staff organizations.
 - 8) Fundraising activities sponsored or co-sponsored by the College.
 - 9) The sale or offer for sale of any publication of the University of Hawai‘i or of any book or other printed material to be used in the regular academic work of the University of Hawai‘i.
 - 10) The sale of goods or services, admission charges, fees, or other solicitation of funds in conjunction with an authorized activity by an organization without University affiliation when it is established to the satisfaction of the University that the proceeds therefrom are to be used exclusively to defray the expenses of conducting that activity.
- d. The President or his/her Designee may accept other forms of solicitation if the President determines this to be in the best interest of the University of Hawai‘i.

e. Procedures Governing Solicitation Activities.

- 1) Organizations desiring to solicit funds or stage events for fundraising purposes must receive express prior written approval. For chartered/registered organizations, prior application shall be made and approval granted by the Designee. Where fundraising involves the sale of food products on campus, additional written approval shall be obtained from the Designee. The sale and handling of food products shall be in compliance with state and local health requirements.
- 2) In all cases of fundraising, a written application shall be filed indicating the purpose(s) of the funds to be raised and the anticipated income and expenses.
- 3) Organizations authorized to sell products or services shall comply with all state and federal rules and regulations.

13. Co-Sponsorship

- a. University-affiliated organizations may co-sponsor events or activities with other organizations or individuals.
- b. In a co-sponsored event or activity, the co-sponsoring organizations shall be responsible for all damages resulting from the use of the facility. In addition, the co-sponsoring organizations shall agree to comply with all University and College rules and regulations.

14. Liability, Insurance, and Indemnification

- a. In accordance with Executive Policy E8.207 which establishes the University's risk management program, the University of Hawai'i is required to protect itself and the State of Hawai'i from claims and suits for personal injury, death, and property damage through use of University facilities by departments, organizations, and individuals.
- b. The following procedures and guidelines outlined in Administrative Procedures A8.400, "Risk Management," will apply to University-affiliated organizations and organizations without University affiliation using College facilities for events and activities.
 - 1) In all advertised or negotiated formal contracts with inherent hazards and in similar negotiated services, performer, or consultant contracts with independent contractors, the Indemnity/Insurance clause shall be incorporated as a part of such contract. (Attachment C, A1.200 University of Hawai'i-Manoa Facilities Use Practices and Procedures.)
 - 2) For University-sponsored activities involving large groups, e.g., spectators, etc., of 50 or more, liability insurance to protect the University of Hawai'i shall be obtained if the rates are not prohibitive and funds are available.
 - 3) For group events regardless of size, involving other institution(s) with participating staff and students, the participants shall be required to execute an Assumption of Risk and Release. (Attachment D, A1.200 University of Hawai'i-Manoa Facilities Use Practices and Procedures.)
 - 4) Registered organizations and organizations without University affiliation requesting and assigned the use of/or the right to sponsor events on University facilities shall be required to execute an agreement containing the following indemnification statement.

“Undersigned shall indemnify, defend and hold harmless the University of Hawai‘i and the State of Hawai‘i, its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this agreement and will reimburse the University of Hawai‘i for all attorney’s fees, costs and expenses in connection with the defense of such claims, suits, and damages by whomever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.”

All non-affiliated organizations are required to provide evidence of adequate insurance protection.

- c. The President may waive the insurance requirement upon adequate showing of financial responsibility by the organization.

15. Extraordinary Charges

- a. Organizations shall be assessed the cost for special arrangements and/or extra staffing, e.g., janitors or building maintenance or grounds, which may be required to accommodate a program or event.
- b. The amounts and kinds of extraordinary expenses to be charged shall be determined by the Designee.

16. Public Forum Area

- a. The grassy area north of the covered walkway between Building 378 and Building 380 on the Manono Campus has been designated as the Public Forum Area in which individuals may assemble and engage in public speech activities.
- b. The courtyard bordered by Building 3, HITS Room 1 and 4 and occupied by the HFS Credit Union has been designated as the Public Forum Area at the UH Center, West Hawaii in which individuals may assemble and engage in public speech activities.
- c. Individuals utilizing this designated area must comply with University and campus rules and policies.
 - 1) The use of the Public Forum Area for public speech activities shall be on a first-come, first-served basis with proper clearance from the College.
 - 2) Public speech activities may be conducted in the Public Forum Area provided that such activities are conducted in an orderly manner and do not interfere with classroom instruction, office or student privacy, study conditions, meetings and ceremonies, pedestrian or vehicular traffic, or other functions of the University or College.

17. Violation

- a. The violation of any University or College rules and policies, any of the practices, procedures, and terms of use contained herein, or the terms of any executed use or rental agreement shall be grounds to terminate or deny the right of an organization or individual to use College facilities.
- b. In the event a violation occurs, every effort shall be made to settle the question in consultation with the organization before any action is taken.

18. Severability

If the provision of these practices, procedures, terms of use or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the practices and procedures which can be given effect without the invalid provision or application, and to this end the provisions of these practices and procedures are severable.

APPENDIX A – FACILITIES USE FEES

The Hawai'i Community College (HawCC) Cafeteria is not available for use by non-University affiliated organizations.

Regular Work Day – 8:00 AM to 4:30 PM

General Room / Classroom:

\$15.00 per hour up to four (4) hours.

\$100 flat rate for between four (4) and eight (8) hours.

Equipment Charge:

Video Projector: \$20.00 flat rate including set up

Video Conferencing (Polycom): \$65.00 per hour including establishing connection from originating College site. Requestor responsible for support at receiving site.

Services:

Set up only: \$25 per hour

Break down only: \$25 per hour

Clean up: \$25 per hour

Set up, breakdown and clean up: \$50 per hour

College provided security: \$20 per hour

After Regular Work Day – 4:30 PM to 9:00 PM and Weekends

General Room / Classroom:

\$25.00 per hour.

\$160 flat rate for between four (4) and eight (8) hours.

Equipment Charge:

Video Projector: \$20.00 flat rate including set up.

Video Conferencing (Polycom): Not available for rental after the regular work day or on weekends.

Services:

Set up only: \$40 per hour

Break down only: \$40 per hour

Clean up: \$40 per hour

Set up, breakdown and clean up: \$80 per hour

College provided security: \$20 per hour

INDEMNIFICATION

_____ shall indemnify and hold harmless the University of Hawai‘i and the State of Hawai‘i, their officers, agents, employees or any person acting on their behalf from and against: (1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death by whomsoever brought, arising from any act or omission of _____ its offices, employees, agents, subcontractors or any person acting on its behalf in the performance of this contract; and (2) all claims, suits, and damages, by whomsoever brought, by reason of the non-observance or non-performance by _____ its officers, employees, agents, subcontractors, or any person acting on its behalf of any of the terms, covenants and conditions herein or the rules, regulations, ordinances, and laws of the federal, state, municipal or county governments. Furthermore, _____ shall reimburse the University of Hawai‘i and the State of Hawai‘i, and their officers, employees, agents or any person acting on their behalf for all attorneys’ fees, costs, and expenses incurred in connection with the defense of such claims.

Additionally, the contractor shall during the period of this contract, at its own cost and expense, maintain liability insurance for personal injury or death in the minimum amounts of \$ _____ per person, and \$ _____ per accident; and \$ _____ property damage; said policy shall name the University as additional insured and a copy thereof shall be deposited with the Director of Procurement and Property Management.

LESSEE shall, during the term of this lease, at its own cost and expense, maintain liability insurance with minimum policy limits of \$ _____ each occurrence/aggregate for bodily injury or death and \$ _____ each occurrence/aggregate for property damage; said policy shall name the University as an additional insured and a copy of said policy shall be deposited with the Director of Procurement and Property Management.

Organization Name

Signature/Title

Date

INDEMNIFICATION

_____ shall indemnify, defend and hold harmless the University of Hawai‘i and the State of Hawai‘i, and their officers, employees, agents, or any person acting on their behalf from and against: (1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident connected with the performance of this agreement; (2) all claims, suits and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments. Furthermore, _____ shall reimburse the University of Hawai‘i and the State of Hawai‘i, and their officers, employees, agents, or any person acting on their behalf for all attorney’s fees, costs, and expenses incurred in connection with the defense of any such claims.

Organization Name

Signature/Title

Date

COUNTY OF HAWAII, DEPARTMENT OF PUBLIC WORKS
 BUILDING DIVISION
 PERMIT FOR TEMPORARY STRUCTURE

PERMIT NO. _____

PART 1 – APPLICANT INFORMATION

Z	S	PL	PAR	LOT

LOCATION: _____
 EVENT: _____
 DATE(S) OF EVENT: _____
 APPLICANT: _____ PHONE: _____
 MAILING ADDRESS: _____
 NO. OF STRUCTURES (provide dimensions & site plan location): _____

In applying for this permit, applicant acknowledges that information provided is true and correct and agrees to comply with all conditions as set forth below. Failure to comply will result in termination of this permit and applicant may be subject to fines under the Hawaii County Code.

PART 2 – REQUIREMENTS / EFFECTIVE DATES

- 1) Temporary structure(s) shall be a minimum of 10 feet from side & rear property lines.
- 2) Temporary structure(s), including bracing and supports, shall not extend beyond property lines unless approved in writing by the adjacent property owner.
- 3) No part of temporary structure(s) shall extend into public street right-of-way unless road closure permit has been issued.
- 4) Temporary structure(s), shall be properly anchored to withstand normal tradewinds.
- 5) Enclosed areas shall be properly ventilated and enclosed areas exceeding 750 square feet shall have a minimum of two exits. Exit widths shall conform to UBC requirements and exit signs shall be posted when exit locations are not obvious.
- 6) Electrical and plumbing permits are required prior to commencing any such work for temporary structure(s).
- 7) Temporary structure(s) shall be constructed of material designed to last beyond the life of the permit. Membrane or tent-type material used for assembly occupancies (more than 50 people or 750 sq. ft.) shall be non-flammable rated or non-combustible treated.
- 8) Applicant assumes responsibility for providing reasonable accommodations for people with disabilities.
- 9) Supervising Building Inspector Tod Tanimoto shall be notified when construction begins. Call 961-8477.
- 10) Whenever a threat of any natural disaster (high winds, tsunamis, etc.) is imminent the permittee shall be responsible for immediate removal or demolishing of temporary structure(s).
- 11) Fire extinguishers shall be provided. (Verify with Fire Inspector at 981-8370.)
- 12) Motorized vehicles are not permitted in temporary structure(s) except for loading and unloading purposes.
- 13) For cooking and food preparation a temporary food service permit may be required. (Verify with Health Dept. at 933-0917.)
- 14) No grubbing or grading work will be permitted unless the applicant complies with Chapter 10 (Erosion & Sedimentation Control) and / or Chapter 27 (Flood Control), Hawaii County Code. (Contact the Engineering Division at 961-8327.)
- 15) All temporary structures shall be removed upon expiration of this permit.

THIS PERMIT SHALL BE VALID FOR THE PERIOD	TO
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PART 3 Applicant shall obtain approvals from those agencies marked with an “X”. If agency is not applicable, agency to write “NA” on signature line, sign and date.

APPROVED FOR TEMPORARY USAGE ONLY:

<input type="checkbox"/> _____ DATE	<input type="checkbox"/> _____ DATE
PLANNING DEPARTMENT	FIRE DEPARTMENT

<input type="checkbox"/> _____ DATE	<input type="checkbox"/> _____ DATE
HEALTH DEPARTMENT	BUILDING DIVISION

OTHER AGENCIES

<input type="checkbox"/> _____ DATE	<input type="checkbox"/> _____ DATE
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County of Hawaii, International Building Code 2006
Temporary Structures Code Regulations

SECTION 107 TEMPORARY STRUCTURES AND USES

107.1 General.

The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated cause.

107.2 Conformance.

Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.

107.3 Temporary power.

The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in the ICC *Electrical Code*.

107.4 Termination of approval.

The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 3103 TEMPORARY STRUCTURES

3103.1 General.

The provisions of this section shall apply to structures erected for a period of less than 180 days. Tents and other membrane structures erected for a period of less than 180 days shall comply with the *International Fire Code*. Those erected for a longer period of time shall comply with applicable sections of this code.

3103.1.1 Permit required.

Temporary structures that cover an area in excess of 120 square feet (11.16 m²), including connecting areas or spaces with a common means of egress or entrance which are used or intended to be used for the gathering together of 10 or more persons, shall not be erected, operated or maintained for any purpose without obtaining a permit from the building official.

3103.2 Construction documents.

A *permit* application and *construction documents* shall be submitted for each installation of a temporary structure. The *construction documents* shall include a site plan indicating the location of the temporary structure and information delineating the *means of egress* and the *occupant load*.

3103.3 Location.

Temporary structures shall be located in accordance with the requirements of Table 602 based on the *fire-resistance rating* of the *exterior walls* for the proposed type of construction.

3103.4 Means of egress.

Temporary structures shall conform to the *means of egress* requirements of [Chapter 10](#) and shall have a maximum *exit access* travel distance of 100 feet (30 480 mm).



HAWAII FIRE DEPARTMENT

FIRE PREVENTION BUREAU

HILO: 25 Aupuni St. Suite 2501, Hilo, HI 96720 (808) 932-2913 or (808) 932-2914
KONA: 74-5044 Ane Keohokalole Hwy, Bldg E, Kailua-Kona, HI 96740 (808) 323-4760

Date: _____
Payment Amount: _____
Received By: _____
Permit Number: _____ <i>For Fire Department Use Only</i>

TENT/FAIR/MARKET PERMIT APPLICATION

Completed application shall be submitted with payment to the Hilo or Kona fire prevention office. Payment may be cash or check. Checks shall be made out to 'County Director of Finance'.

(To be completed by applicant)

Permit Type: Carnival or Fair Farmer's Market, Open Market, or Flea Market Tent/Temporary Structure

Carnival or Fair Permit \$100.00 from _____ to _____ (Dates)	Farmer's Market, Open Market, or Flea Market \$25.00 <input type="checkbox"/> April 1 to September 30 <input type="checkbox"/> October 1 to March 31 Year _____	Tent/Temporary Structure Permit \$25.00 per tent >700sqft, tents <10' apart shall be counted as one tent. from _____ to _____ (Dates)
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Business/Event Name: _____

TMK: _____

Address/Location: _____

City/State: _____ Zip Code: _____

Applicant: _____ Phone: _____

Fax: _____ E-Mail Address: _____

Mailing Address for Permit: _____

***A Site Map shall be attached.** Site map shall depict all structures, temporary or permanent, with dimensions. Distances to fire department water supplies, emergency access routes, and location of fire extinguishers shall also be depicted. Nearest street or public way shall be included and labeled as a frame of reference. A ⊗ symbol shall be used to depict fire extinguishers, and a label shall be included with its size and classification.

(To be completed by HFD)

INSPECTION

- | | | | |
|--|---|-------------------------------|---|
| Detailed Site Map Submitted | <input type="checkbox"/> Yes <input type="checkbox"/> No | LPG > 10' from general public | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| Fire Protection Equipment Satisfactory | <input type="checkbox"/> Yes <input type="checkbox"/> No | LPG Tanks Secured | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| Emergency Lighting Satisfactory | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | Tents Secured | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| Staff Proficient in Evacuation Training | <input type="checkbox"/> Yes <input type="checkbox"/> No | Tents >25' from Vehicles | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| Open flame cooking producing grease laden vapors under noncombustible roof | | | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| K Extinguisher for Deep Fat Frying <30' | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | | |
| Emergency Exits, Egress & Access Satisfactory | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Date Extinguishers Inspected: _____ Inspected by: _____

Comments: _____

APPLICANT SIGNATURE: _____ DATE: _____

INSPECTOR SIGNATURE: _____ DATE: _____

APPLICATION FOR TEMPORARY FOOD ESTABLISHMENT PERMIT

(Please type or print in black or blue ink)

(A) NAME OF ORGANIZATION OR ESTABLISHMENT			(B) LOCATION OR ADDRESS OF EVENT (ONLY ONE)		
(C) CONTACT PERSON			(D) CONTACT PERSON PHONE #	FAX PHONE #	
DAY	(E) DATE OF EVENT	(F) TIME OF EVENT	DAY	(E) DATE OF EVENT	(F) TIME OF EVENT
1.			11.		
2.			12.		
3.			13.		
4.			14.		
5.			15.		
6.			16.		
7.			17.		
8.			18.		
9.			19.		
10.			20.		
(G) NAME OF APPROVED KITCHEN (COMMISSARY)			(H) STREET ADDRESS OF KITCHEN		(I) PERMIT NO.
KITCHEN USE AUTHORIZED BY: (J) (OR ATTACH LETTER OF AUTHORIZATION)					
_____ (K) SIGNATURE OF AUTHORIZED PERSON			_____ (L) KITCHEN PHONE NUMBER		
_____ (M) PRINT NAME OF AUTHORIZED PERSON			_____ (N) TITLE		

(O) LIST FOOD ITEMS. NO HOME PREPARED FOOD. REMINDER: KEEP HOT FOOD ABOVE 140°F. KEEP COLD FOOD BELOW 45 °F.		

(CONTINUE FOOD ITEMS ON A SEPARATE PAPER IF NEEDED)

(P) ATTACH: SITE PLAN – INCLUDE HAND WASHING FACILITIES, BOOTH LAYOUT

The Sanitation Branch, Department of Health reserves the right to deny your Temporary Food Establishment Permit or revoke the permit for failure to comply with the sanitary requirements of Hawaii Administrative Rules, Title 11, Department of Health, Chapter 12, Food Establishment Sanitation. The permit applicant may be required to submit a complete menu and schematic plan of the proposed operation.

THIS PERMIT IS ONLY VALID FOR TWENTY (20) DATES IN ANY 120 DAY PERIOD

_____ (Q) DATE	_____ (R) SIGNATURE OF APPLICANT
_____ (S) TITLE	_____ (T) PRINT NAME OF APPLICANT

FEE \$25.00 NON REFUNDABLE SUBMIT APPLICATION AND FEE AT LEAST TEN WORKING DAYS PRIOR TO EVENT

MAKE CHECKS PAYABLE TO: **STATE OF HAWAII (BANK ACCOUNT NAME AND ADDRESS MUST BE ON THE CHECK)**

SUBMIT COMPLETED APPLICATION AND FEE TO: **ENVIRONMENTAL HEALTH FACILITY
 1582 KAMEHAMEHA AVENUE
 HILO, HI 96720**

THERE WILL BE A SERVICE FEE OF \$25.00 FOR ANY CHECK DISHONORED BY THE BANK.

APPROVED:

_____ DATE	_____ SIGNATURE OF AGENT/DEPARTMENT OF HEALTH	_____ R.S. LIC. NO.	Department of Health Seal
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SECTION BELOW FOR OFFICIAL HEALTH DEPARTMENT USE ONLY

FEE \$25.00	DATE PAID	METHOD OF PAYMENT	RECEIPT NO.	RECEIVED BY
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INSTRUCTIONS FOR TEMPORARY FOOD PERMIT APPLICATIONS

- *All establishments, organizations, or individuals distributing or selling food to the public for a limited period of time (not exceeding 20 dates within a 120 day period) are required to submit a Temporary Food Establishment Permit Application to the Department of Health, Sanitation Branch. **Applications will not be processed if the form is incomplete.***
 - *Applications and \$25.00 fee should be submitted at least ten (10) working days prior to event.*
 - *All exemptions will be decided by the Department of Health Sanitation Branch.*
 - *Approved permit may be picked-up OR faxed OR mailed to you (include a self-addressed, stamped envelope with the application).*
- A. NAME OF ORGANIZATION OR ESTABLISHMENT: Name of organization or establishment administering the food operation. Each permit applies to **one (1) organization or establishment only.**
- B. LOCATION OR ADDRESS OF EVENT: Site of food distribution. Each permit applies to **one (1) location.**
- C. CONTACT PERSON: Name of person(s) representing the organization or establishment.
- D. CONTACT PHONE OR FAX NUMBER: Phone and/or FAX number of person(s) representing the organization or establishment.
- E. DATE OF EVENT: One date per line (Maximum of 20 dates within a 120 day period, starting from the date of the first event).
- F. TIME OF EVENT: Start to end time of event.
- G. NAME OF APPROVED KITCHEN (COMMISSARY): Name of approved commercial kitchen (commissary) where food preparation, food storage, utensil washing, etc. will be done.
The proposed approved kitchen (commissary) must be approved by the Department of Health for the temporary food event. Home kitchens are not acceptable for use.
- H. STREET ADDRESS OF KITCHEN: Street address of approved commercial kitchen (commissary) where food preparation, food storage, utensil washing, etc. will be done.
- I. PERMIT NO.*: Permit number of the approved commercial kitchen (commissary) where food preparation, food storage, utensil washing, etc. will be done.
*Permit number issued by the State Department of Health
- J. (OR ATTACH LETTER OF AUTHORIZATION): Instead of having the Authorized Person sign the application, a letter of authorization from the person in charge of the kitchen may be submitted which must include information G, H, I, K, L, M, and N.
- K. SIGNATURE OF AUTHORIZED PERSON: Signature of person giving permission to use the approved commercial kitchen (commissary).
- L. KITCHEN PHONE NUMBER: Phone number of approved commercial kitchen (commissary).
- M. PRINT NAME OF AUTHORIZED PERSON: Print name of “(K) Signature of Authorized Person.”
- N. TITLE: Title of “(K) Signature of Authorized Person.”
- O. LIST OF FOOD ITEMS: All food and drink items being sold or distributed at the event (in the case of “BBQ” chicken sales, include the number of pieces of half or whole chickens to be sold).
- P. SITE PLAN, BOOTH LAYOUT: On a separate paper draw a site plan showing the booth where food will be distributed including handwashing facilities, warmers, burners, cookers, etc.
- Q. DATE: Date submitting application.
- R. SIGNATURE OF APPLICANT: (Applicant and contact person need not be the same person).
- S. TITLE: Title of “(R) Signature of Applicant.”
- T. PRINT NAME OF APPLICANT: Print name of “(R) Signature of Applicant.”