GROUPS

SITE USE AGREEMENT

This Camp Olowalu AGREEMENT is entered into by and between Olowalu Elua Associates, LLC, a Hawaii limited liability company ("OEA"), owner and _____, permittee.

OEA hereby grants permission to Permittee or group representative (GP) to use the facility described as follows.

Location: Camp Olowalu, 800 Olowalu Village Road, Lahaina, HI 96761

Area/s: Cabin _____ Tentalow _____ Camping _____ **Activity:** Leisure/Personal _____ Business/Organization _____

Type of Activity: _____ **Number in Group:** _____ **Check-in:** _____ **Check Out:** _____

Total Fee: _____ **Insurance Carrier / Policy No.:** _____ (attach copy of COI policy)

Reservation Deposit: _____ payable upon submittal of Site Use Agreement, Waiver & Release of Liability agreement and Terms and Conditions. Deposit is equal to 1/2 of the total Fee. The balance shall be paid 30 days prior to arrival and day of event.

WAIVER & RELEASE OF LIABILITY AGREEMENT

1. Permittee/GP shall not sublet, assign this agreement or conduct business during the event on this site, unless described herein as part of the activity/event.
2. Permittee/GP understands and accepts that the public has a right to access the beach and rights to shoreline located in front of this site. Olowalu Elua Associates, LLC is not responsible for any acts by the general public pursuant to these rights.
3. In consideration for being permitted by Camp Olowalu to participate in gatherings, camping, outdoor, and ocean (but not limited to) activities/events, it is understood that such activities/events involves an element of risk and danger of accidents and knowing those risks, permittee/GP hereby assume those risks.
4. Permittee/GP agrees to indemnify and to hold Olowalu Elua Associates, LLC DBA Camp Olowalu and West Maui Land Co. Inc., (its owners, managers, employees, agents and entities,) free and harmless from any loss, property damage, any and all claims & liability, costs, death, or expense (but not limited to) which may arise out of or in connection with above mentioned activity/event at Camp Olowalu, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above.
5. **This is to certify that permittee/GP has informed all family members or group, heirs, assigns and next of kin of the risks and dangers with above mentioned activities/events at Camp Olowalu, and as parent(s)/guardian(s) and with legal responsibility (to any and all under age 18, or such other age of consent as may be applicable in any given jurisdiction, at time of registration) agrees to be bound by these Site Use, Waiver and Release of Liability agreement.**
6. Permittee/GP has read this Site Use, Waiver & Release of Liability agreement, terms and conditions and campground rules and fully understand its terms; understands that permittee/GP has given up substantial rights by signing it, and signed it freely and voluntarily without any inducement. Permittee/GP understands that failure to comply with the Site Use, Waiver & Release of Liability agreement, terms and conditions and campground rules may result in immediate expulsion from Camp Olowalu without compensation.

PERMITTEE/GROUP REPRESENTATIVE AGREED AND ACCEPTED:

Name: _____ Signature: _____ Date: _____

Name of Party: _____ Email: _____

Address: _____

Phone:_____ Booking ID: _____

CAMP OLOWALU MANAGER AGREED AND ACCEPTED:

Name: _____ Signature: _____ Date: _____

GROUPS

TERMS & CONDITIONS

RESERVATION HOLD
Reservations can be made at www.campolowalu.com/cabins1/, by phone: 808 661-4303 or at the check in-window. A reservation will be held, without commitment for 14 days, otherwise cancelled. If the SITE USE AGREEMENT (page 1) along with a deposit is not initiated within this timeframe, the reservation will be taken off of the calendar. Reservations made within 30 days of stay require payment in full. You must be 18 years of age and have a government issued ID and credit card in your name.

PAYMENTS
Deposit is equal to half of the total fee shown on the SUA (page 1.) Checks must be made payable to Camp Olowalu. There is a $50 bank/admin fee for returned checks. We accept all major credit/debit cards and cash. Balance is due 30 days prior to arrival.

RATES & CAPACITY
Rates can be found at www.campolowalu.com/cabins1/. Daily rates are based on groups of up to 36 persons. Fee applies per each additional person for events exceeding 36 persons and must be disclosed. Maximum capacity for parties (including day-time visitors) is 76 persons but may exceed this when in conjunction with rental of Campsites and/or Tentalows. There is a 2 nights minimum stay. All rates are subject to 4.166% GE tax and 10.25% TA tax.

INSURANCE REQUIREMENT
No less than thirty (30) days prior to the Event, Olowalu Elua Associates, LLC, requires a Certificate of Liability Insurance (COI) of One Million Dollars ($1,000,000) coverage, naming Olowalu Elua Associates, LLC, DBA Camp Olowalu and West Maui Land Co., Inc. as additionally insured. COI shall include a "Waiver of Subrogation" and specify coverage from the check-in to the check out dates of the Event. COI shall contain an endorsement that the insurance is "primary and non-contributing" with any insurance carried by OEA.

DAMAGE SECURITY
Upon check-in your credit card will be kept on file and only charged should any damages be reported. Permittee agrees to reimburse Camp Olowalu for property, amenities and appliances damaged beyond normal wear and tear as well as compensate any misplaced items. Up to $500.00 in fees applies.

CANCELLATIONS
Deposit is not refundable for cancellations within 9 months prior to event. Should we rebook these dates you will receive a refund (per rebooked days only) less a $20 administrative fee.

DAILY CLEANING
Guests agree to remove trash, wipe down kitchen surfaces and store food in refrigerators and/or closed containers daily. Cardboard boxes and/or trash bags may not be stored outside of the kitchen, mess hall or cabins areas. Trash must be disposed of into dumpster. Please use the HI recycling bins provided outside of the mess hall.

CHECK OUT CLEANING
Guests agree to leave all areas as found. Sweep, wipe down all surfaces, remove all spills from floors and furniture, place all items back in drawers and cabinets, empty and clean the refrigerators, freezer, stove tops, ovens and broilers. Guests agree to sweep, clean out cabins, bathrooms and lawn area. A checkout inspection and inventory is done after each event. No items are held or stored, tents or personal items will be removed and donated to local charitable organizations.

CAMPGROUND POLICY
1. Guests and visitors agree to abide by all CAMPGROUND RULES located on the information boards and on our website.
2. Check-in time is 2:00 PM check out time is 10:00 AM.
3. All daytime guests must leave by 9:30 PM. No tents permitted on sand beyond Conservation Land posts.
4. Music or noise curfew is 9:30 PM. Decibel readers must be used by all DJ's and live bands, kept below 80 decibels and at 15 feet pointed directly at speaker. Failure to comply will result in immediate expulsion without compensation.
5. Cabin Groups: The reservation includes use of all 6 cabins, dining hall, Kitchen, and Wahine & Kane restrooms.
6. Tentalows: Reservation includes use of common & tentalow areas, enclosed toilets.
7. Camping: Reservation includes use of common & campground areas, enclosed toilets & outdoor showers.
8. Do not feed animals, birds or fish.

I have read, understood and agreed to Camp Olowalu's TERMS AND CONDITIONS.

Name: _____ Signature: _____ Date: _____