

PUAINAKO CENTER
2100 Kanoelehua Avenue
Hilo, Hawaii 96720

APPLICATION AND AGREEMENT FOR
USE OF SHOPPING CENTER FACILITIES

1. NAME OF APPLICANT: _____
[organization/individual]
- TITLE: _____ PHONE: _____
ADDRESS: _____
[street/state/zip]
2. STATUS OF APPLICANT:
_____ School _____ Non Profit
_____ Other (Specify) _____
3. NATURE AND PURPOSE OF ACTIVITY: _____

4. MATERIAL, SOUND EQUIPMENT, SIGNS, ETC. TO BE USED (to be provided by Applicant unless otherwise noted): _____

5. MAXIMUM NUMBER OF PERSONS ENGAGED IN ACTIVITY: _____
6. SHOPPING CENTER FACILITIES TO BE USED: _____

7. DATE(S) AND TIME(S) REQUESTED: From: _____ To: _____
[date/time] [date/time]
From: _____ To: _____
[date/time] [date/time]
From: _____ To: _____
[date/time] [date/time]
From: _____ To: _____
[date/time] [date/time]
8. DONATIONS, COLLECTIONS OR ADMISSION CHARGES will be _____ / will not be _____ RECEIVED OR CHARGED.

9. NAME OF RESPONSIBLE PARTY (must be 18 years old or older):

Name: _____
Business Phone: _____ Residence Phone: _____

Name: _____
Business Phone: _____ Residence Phone: _____

10. TOTAL CHARGES: _____

The undersigned hereby certifies that all of the information contained above is correct and give Puainako Center ("Owner") permission to verify the information and understands that no date or facility will be held until this Application and Agreement is returned and approved by one of the general partners of the Owner. Applicant agrees to all of the Term and Conditions on the second page of this Application and Agreement. Owner is bound only by writings signed by a general partner of Owner. If Applicant is a corporation, this Application and Agreement must be signed by an officer duly authorized by the Board of Directors; if Applicant is a partnership, a general partner must sign this Application and Agreement; if Applicant does not fall within either of these two categories or is an unincorporated association, etc., the responsible party signing below agrees to everything contained in this Application and Agreement.

TERMS AND CONDITIONS

- A. Applicant or, if Applicant is not a partnership or corporation, responsible party agrees to defend, indemnify and hold harmless the shopping center owner, PTC Partners ("Owner"), and Owner's agents, employees and general partners against all claims and demands for loss or damage, including property damage, personal injury and wrongful death, arising out of or in connection with the use of the facilities by Applicant or any person claiming, by, through or under Applicant, or any accident or fire in the facilities or any nuisance, and will reimburse Owner for Owner's cost and expenses, including reasonable attorney's fees, incurred in connection with the defense of any such claims.
- B. Applicant will not use the facilities in an unsafe, unlawful or offensive manner or do anything at the Puainako Center that is a nuisance, unsafe, unlawful or offensive. Applicant will use the facilities only in strict compliance with all laws, ordinance, rules and regulations applicable to the Puainako Center, Applicant and Applicant's use of the facilities.
- C. Applicant will not sell or provide or offer to sell or provide, merchandise or services in competition with the Puainako Center's merchants.
- D. All signs are subject to prior approval of the Owner and must be tasteful and professional. Applicant will not use flashing lights, noisemakers or other attention-getting devices.
- E. Solicitation for funds, contributions, signatures or participation in surveys must be passive; Applicant and Applicant's members will not accost shopping center patrons for any purpose.
- F. Applicant will leave the area occupied and facilities used in the same condition of orderliness and cleanliness as when received.
- G. The facilities will be used only for the purposes and for the activity described in Section 1 on the first page of this Application and Agreement.

