



COUNTY OF MAUI
Office of Economic Development
Maui County Film Office
2200 Main Street, Suite 305 • Wailuku, Maui, Hawaii
96793 Phone: 808-270-8237 Fax: 808-270-7995
Email: tracy.bennett@mauicounty.gov



FILM PERMIT APPLICATION

SECTION A

GENERAL INFORMATION SECTION

1. **APPLICANT** (company name) _____

ADDRESS _____

PHONE # _____ **FAX** _____ **EMAIL** _____

2. **PROJECT NAME** _____

3. **ON-SITE CONTACT** _____

PHONE # _____ **FAX** _____ **CELL** _____

4. **HAWAII ADDRESS / HOTEL** _____

STATISTICAL INFORMATION SECTION

ISLAND	NO. OF CAST		NO. OF CREW		NO. OF DAYS			HOTEL ROOM NIGHTS
	LOCAL	TOTAL	LOCAL	TOTAL	PREP	SHOOT	WRAP	

PROJECT BUDGET _____ **BUDGET MAUI** _____

5. PROJECT TYPE

<input type="checkbox"/> TV Commercial <input type="checkbox"/> Print Ad/Stock/Calendar/Magazine (still) <input type="checkbox"/> TV Episode/Special/MOW <input type="checkbox"/> Travelog/Industrial/Tour Video <input type="checkbox"/> Sports/Exercise <input type="checkbox"/> Multimedia CD/DVD/Internet	<input type="checkbox"/> Feature Film <input type="checkbox"/> Music Video <input type="checkbox"/> Documentary/Educational/News <input type="checkbox"/> Hawaii based Network TV Series <input type="checkbox"/> Other: _____
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6. **FORMAT** **Still** **16mm/35mm/70mm** **Video** **Digital**

MCFP #



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SECTION B

APPLICANT: _____ PROJECT: _____

FILM LOCATION SECTION

To make processing easier and faster, please attach a map, street address, Tax Map Key number, or detailed description of the exact location requested. Attach a separate sheet as necessary. *Specific information (Section C) is required for each location listed below.*

1) _____

ISLAND _____ DATES _____ TIMES _____

2) _____

ISLAND _____ DATES _____ TIMES _____

3) _____

ISLAND _____ DATES _____ TIMES _____

4) _____

ISLAND _____ DATES _____ TIMES _____

5) _____

ISLAND _____ DATES _____ TIMES _____

6) _____

ISLAND _____ DATES _____ TIMES _____

7) _____

ISLAND _____ DATES _____ TIMES _____

8) _____

ISLAND _____ DATES _____ TIMES _____

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SECTION **C**

APPLICANT: _____ PROJECT: _____

SPECIFIC INFORMATION SECTION

LOCATION (B-____) _____

ISLAND _____ DATE _____ TIMES _____

NUMBER OF CAST _____ NUMBER OF CREW _____ NUMBER OF VEHICLES _____

DESCRIBE THE ACTIVITY YOU WILL BE FILMING/TAPING AT THE LOCATION

DESCRIBE ALL EQUIPMENT AND VEHICLES ON LOCATION (include Parking Plans) _____

- a) Equipment _____
- b) Vehicles _____
- c) Parking Plans _____

WILL YOU BE FILMING ON ROADWAYS OR SIDEWALKS? YES _____ NO _____

If *Yes* then please describe _____

ARE YOU USING ANY OF THE FOLLOWING

<input type="checkbox"/> Aircraft	<input type="checkbox"/> Props	<input type="checkbox"/> Set Construction	<input type="checkbox"/> Firearms
<input type="checkbox"/> Watercraft	<input type="checkbox"/> Special Effects	<input type="checkbox"/> Picture Cars	<input type="checkbox"/> Animals
<input type="checkbox"/> Pyrotechnics	<input type="checkbox"/> Recreational Vehicles	<input type="checkbox"/> Generators	

DESCRIBE _____



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FILM PERMIT APPLICATION

SECTION D

APPLICANT: _____ PROJECT: _____

CODE OF CONDUCT SECTION

The State of Hawaii and the County of Maui Film Office appreciates your cooperation in upholding the Code of Conduct while filming in the state of Hawaii. Please call this office, or the appropriate county office, if you have any questions.

1. When filming in a neighborhood or business district, proper notification is to be provided to each merchant or neighbor that is directly affected by the company (this includes parking, base-camp, and meal areas). The filming notice should include:
a) Name of company b) Name of production c) Kind of production (eg. feature film, television series, commercial, etc.) d) Type of activity and duration (times, dates, number of days, including prep and strike) e) Company contact (first assistant director, unit production manager, location manager) ****This Code of Conduct should be attached to the filming notification, which is distributed to the neighborhood.**
2. Production vehicles arriving on location in or near a residential neighborhood should enter the areas at a time no earlier than that stipulated in the permit, and park one by one, turning off engines as soon as possible. Cast and crew shall observe designated parking areas.
3. Production passes identifying the crew is recommended. If issued, every member of the crew should wear it while on the location.
4. The removal, moving or towing of the public's vehicles is prohibited without the express permission of the municipal jurisdiction or the owner of the vehicle.
5. Do not park production vehicles in, or block driveways without the express permission of the municipal jurisdiction or driveway owner.
6. Cast and crew meals are to be confined to the areas designated in the location agreement of the permit. Individuals are to eat within their designated meal areas during scheduled times. All trash must be disposed of properly upon completion of the meal.

I acknowledge that I have read and accept Maui County's Code of Conduct (please initial) _____

The company and its Hawaii Representative/Agent are responsible for the information listed herein. The applicant agrees to perform all of the obligations stated in the form and attached departmental conditions. The permit application has been reviewed by the approving agencies and the applicant. The departmental conditions are incorporated by reference into this form and are a part of it.

Authorized Signature

Date

FOR OFFICIAL GOVERNMENT USE ONLY

RECEIVED BY _____ SENT TO _____
Name _____ Department _____ Date _____

APPROVED / DENIED BY _____ Signature _____ Department _____ Date _____

Subject to:

- General Conditions
- Additional Conditions
- Special/Standard Conditions
- Approval from Federal or Private Land Owner

Insurance:

- Required
- Not Required
- Attached
- Filed w/ MCFO

Sent To:

<input type="checkbox"/> Applicant	<input type="checkbox"/> Planning/Historical Commission
<input type="checkbox"/> Parks Dept.	<input type="checkbox"/> Fire Dept.
<input type="checkbox"/> Police Dept.	<input type="checkbox"/> Other _____

COMMENTS / ADDITIONAL CONDITIONS / NOTES _____

MCFP # _____



**County of Maui
Department of Parks and Recreation (DPR)
Permits & Enforcement
REGULATIONS AND
INDEMNIFICATION**

OFFICE USE ONLY

GENERAL PROHIBITIONS:

Within the limit of any park or within any recreational facility, it is unlawful for any person to:

1. Throw or dispose of any refuse or any waste material except in a receptacle designated for such purpose.
2. Destroy, break, injure, deface, alter, damage, mutilate or remove in any manner the following:
 - a. Any public structure, sign, equipment, monument, plumbing fixture, wall, fence, railing, gate, lock, device or other property in any park or recreational facility.
 - b. Any shrub, fern, turf, plant, flower, or other vegetation in any park or recreational facility.
 - c. Any tree in any park or recreational facility without express authorization from the Department of Parks and Recreation.
3. Discharge firearms, air rifles, or spring guns, except at a range established and regulated for that specific purpose.
4. Allow any animal to enter or remain within any park except as provided in subsection D of the Maui County Code 13.04A.070.
5. Bring animals into recreational facilities, excluding outdoor pavilions, except for guide, signal/hearing, and service dogs, as defined in section 6.05.010 of the Maui County Code.
6. Establish feral animal colonies.
7. Bring into or possess commercial shopping carts, whether attended or not.
8. Defecate or urinate on the grounds or improvements of any park or recreational facility, except in properly functioning toilets or urinals in public restrooms.
9. Engage in smoking or the use of tobacco products.
10. Abandon, store, or leave personal property unattended in any pavilion, dugout, bathroom, or other structure. Unattended personal property remaining within a park or recreational facility after operating hours is subject to collection and removal by the Department of Parks and Recreation.
11. Abandon any vehicle for a period in excess of twenty-four hours. Abandoned vehicles or those illegally parked within a park or recreation facility may be subject to towing.
12. Sleep or lie on picnic tables, or place personal bedding on picnic tables.
13. Conduct any rummage or second-hand item sales.

Except as otherwise authorized by permit, license, lease, or contract issued in accordance with the Maui County Code, within the limit of any park or within any recreational facility, it is unlawful for any person to:

1. Be present during designated closed hours for that park or recreational facility, or between the hours of 10:00 pm and 6:00 am, or when closed to the public pursuant to section 13.04A.040(B)(1) or any County or State emergency proclamation or rule.
2. Distribute, post, or place any commercial handbill, circular, notice, or other advertising material.
3. Wash, polish, or condition any boat, canoe, raft, or other vessel.
4. Store, repair, or condition any boat, canoe, raft, or other vessel.
5. Park or operate any vehicle on grassed or sand areas with the exception of a personal mobility device.

6. Use or operate loudspeakers.
7. Dance on any gymnasium floor.
8. Engage in archery.
9. Kindle, build, maintain, or use any fire other than in a grill or hibachi.
10. Display or set off fireworks.
11. Engage in commercial activity, including catering or other commercial food distribution.
12. Provide classes, lessons, teaching, or any instruction.
13. Bring into, possess, or dispose of any human or animal remains.
14. Feed any animal or animals, or stage any food or water for any animal or animals, except as provided in subsection D of the Maui County Code 13.4A.070.
15. Manage feral animal colonies. Any colony management authorized by permit, license, lease, or contract issued in accordance with 13.04A of the Maui County Code must be designed to reduce and eliminate the colony.
16. Engage in vending, or conduct a commercial activity, including distribution, within a park or recreational facility except as expressly authorized by a lease, concession contract, or permit. This includes:
 - a. Selling or offering to sell any article or service of any value.
 - b. Displaying goods, or descriptions or depictions of goods or services, with the intent to engage any member of the public in a transaction for the sale of any good or service.
 - c. Performing or engaging in any act with the intent or expectation of receiving payment therefor from any person.
 - d. Accepting any consideration in exchange for an article or service of any value.
17. Consume any intoxicating liquor:
 - a. Between the hours of 10:00 pm and 6:00 am
 - b. At any time in any public restroom
 - c. Within a 1 500 foot radius of the boundary of any public or private preschool, kindergarten, elementary, intermediate, middle, secondary, or high school, or youth center, between the hours of 6:00 am and 10:00 pm, except on weekends, State and County holidays.

General Prohibitions – Initial: _____

ALCOHOL PROHIBITION:

Applicable to: Kalama Park, South Maui Community Park, Keopuolani Park, Kamehameha Iki Park, Malu Ulu O Lele Park, Honokowai Beach Park, Charley Young Park, Kamaole Beach Park I, Kamaole Beach Park II and Waiale Park.

Except as otherwise authorized by permit, license, lease, or concession issued in accordance with the Maui County Code, it is unlawful for any person to consume any intoxicating liquor, as defined in section 281-1, Hawaii Revised Statutes, while within the boundaries of any applicable park, provided that this prohibition shall not prohibit the consumption of intoxicating liquor at the Maui Arts and Cultural Center. Failure to comply will result in forfeiture of Custodial Deposit and affect future permit applications.

Alcohol Prohibition – Initial: _____

REFUSE DISPOSAL:

Failure by permittees to satisfactorily clean or restore any park or recreational facility shall result in forfeiture of the custodial deposit. All trash, garbage, rubbish, and refuse material shall be placed in designated receptacles provided by the department within a recreation facility or in designated receptacles provided by the permittee as a requirement for their respective event permit.

Refuse Disposal – Initial: _____

SIGNAGE:

Banners and signage for permitted events, first approved by the department, may be placed in approved locations no more than seven days before a permitted event and shall be removed the day the event ends. Signage that does not comply shall be removed and may be disposed of by the Department of Parks and Recreation (DPR). DPR shall not be responsible for any event signage damaged or removed by others. Signs and banners shall not be nailed, stapled, thumb-tacked, anchored or taped to trees or buildings or hung over permanent signs. Any signs and banners staked into the ground or tied between trees must not cause any damage. All sponsorship banners posted at events shall be displayed for viewing by the event participants only.

Signage – Initial: _____

SOUND LEVEL POLICY:

Permitted events may affect the neighborhood in which the facility is located. We ask for your cooperation in keeping noise at a reasonable level. Your activity, including the amplified sound, must stop promptly at 10:00 pm. Failure to comply may result in one or both of the following:

1. The power source to the sound equipment will be turned off and the County will not be responsible for any damage to the equipment.
2. The Custodial Deposit may be forfeited.

Sound Level Policy – Initial: _____

DEPOSITS:

Custodial, key and equipment deposits, as set forth by the annual budget ordinance, shall be refunded to the permit holder provided the permit holder fully complies with deposit requirements as follows:

1. Custodial Deposit – Custodial deposits shall serve as security for cleaning and restoring the permitted property to its pre-use condition. They shall be forfeited to the Department of Parks and Recreation (DPR) if cleaning and restoration is not completed within the time provided by the permit. Any cost in excess of the deposit to clean or restore the facility, due to a permittee's failure to do so, may be recovered by DPR through any legal means available.
2. Key Deposit – It is not the responsibility of DPR to call the permittee to pick up keys. Automatic forfeiture of the key deposit will occur for failure to pick up key(s) during open permit office hours in which a parks employee is called out to distribute key(s) or open a facility. The key deposit will also be forfeited to DPR in the event that keys are not returned to the department within two business days after termination of the permitted event or activity. If it is necessary for a recreational facility to be re-keyed, any excess cost that exceeds the key deposit shall be recovered by DPR through any legal means available.
3. Equipment Deposit – Equipment deposits shall serve as security for equipment rented from DPR. In the case of damages, the deposit will be forfeited to DPR and any excess cost to replace the damaged equipment shall be recovered through any legal means available.

Deposits – Initial: _____

CHECK ACCEPTANCE POLICY:

Checks will be accepted for rental, custodial and key deposits no later than 14 days prior to the reservation date and must adhere to the payment deadlines as indicated on Table 2 in 13.04A.100 of the Maui County Code. Checks should be made payable to the "County of Maui" and must be for the exact amount due. The applicant's name, address and account number must be imprinted on the check. No post-dated, stale or second/third party checks will be accepted. A \$30.00 returned check fee will be charged on any check not honored by the bank for any reason. Failure to make payment on a returned check and on the returned check fee will result in the cancellation of the reservation and future reservations will be denied.

Check Acceptance Policy – Initial: _____

POLICY RELATING TO ACCOMMODATIONS FOR PARTICIPANTS WITH DISABILITIES IN ACTIVITIES, SPORTS LEAGUES AND ORGANIZATIONS AT COUNTY PARKS AND FACILITIES:

It is the policy of the County of Maui Department of Parks and Recreation to ensure equal access for all participants using County parks, community centers, swimming pools, tennis courts, athletic fields, stadiums and other recreational areas and shall comply with the American with Disabilities Act. 35.130 by providing effective communication and/or program modification for participants with disabilities.

Disabilities Accommodations Policy – Initial: _____

CANCELLATION POLICY:

Failure to use the facility as permitted denies other potential users the opportunity to use the venue and shall result in forfeiture of the custodial deposit(s) and the rental fee(s). In addition, a cancellation fee, equivalent to the custodial deposit(s), shall be assessed for failure to provide written notice of cancellation before the scheduled event, or in advance of the dates indicated as follows:

1. Camping Permit – Prior to the first day of use
2. Community Class Permit – 7 days prior to use
3. General Use Permits – 7 days prior to use
4. Special Event Permit
 - a. Department Sponsored – 7 days prior to use
 - b. Non-profit or Political Fundraiser – 21 days prior to use
 - c. Commercial Event – 30 days prior to use

Cancellation Policy – Initial: _____

SEVERE WEATHER OR OTHER EMERGENCY CANCELLATION POLICY:

The activation of the action to suspend all permits and programs will take place when the County of Maui Emergency Management Agency, Governor, Mayor, Director or Deputy Director of the Department of Parks and Recreation (DPR) declares A WARNING for a pending incident, be it hurricane, tsunami, pandemic, or other natural event that normally affords the county twenty-four (24) hours of notification. All fields, gyms, community centers and other facilities owned and maintained by DPR may be closed. All events scheduled at DPR facilities will be cancelled if a facility is officially closed. The facility will be re-opened only after select DPR personnel have inspected and deemed the facility to be safe for use by the community.

In the event of an earthquake, fire, or other emergency situation that requires a staging area or shelter, the cancellation of permits and programs will be declared as a result of the decision made by the DPR Director or Deputy Director, the Mayor or the Governor. At the point of notification to the permittee of the facility, the permittee will cease their event/activity.

DPR will make every effort to give advance notice of the cancellation of any event, or the closure of any DPR facility, due to severe or inclement weather or emergency. However, DPR reserves the right to cancel any event or close any facility without prior notice when it is in the best interest of the health and safety of the public due to severe or inclement weather or other emergencies. Upon application, all permit applicants acknowledge that rescheduling of a facility will be accommodated if possible, or a refund will be provided.

Severe Weather or Other Emergency – Initial: _____

PERMIT REVOCATION & FUTURE DENIAL:

Failure to adhere to any applicable federal, state or county laws may result in permit revocation or the denial of future permit applications. This includes, but is not limited to the prohibitions listed above, the Rules Relating to the Administration of Parks and Recreational Facilities and Permits for the Use of Parks and Recreational Facilities and those described in the Maui County Code sections 13.04A.070 and 13.04A.080.

Permit Revocation & Future Denial – Initial: _____

RELEASE, ACKNOWLEDGEMENT AND INDEMNIFICATION:

I, the undersigned, also known as the Permittee, having been granted permission by the COUNTY OF MAUI to use the facility as permitted

on the permit, also known as Facility, for the event to be held on the date(s) as stated on abovementioned permit, do hereby agree for itself, its agent and assigns as follows:

Permittee shall defend, indemnify, and hold the COUNTY OF MAUI, its departments and employees from and against all loss, liability, claims, and demands for injury or damage, including but not limited to claims for property damage, personal injury, illness, or wrongful death, arising out of, or in connection with, said usage of the abovementioned Facility and shall reimburse the COUNTY OF MAUI, for its costs and expenses, including reasonable attorney's fees, in connection with any defense of any such claim.

Permittee further agrees that in case the COUNTY OF MAUI shall without any fault on its part be made party of any litigation commenced by or against the undersigned, then it will defend the COUNTY OF MAUI in any such litigation and will pay all costs and expenses, including attorney's fees, should any such costs and expenses be incurred by or imposed on the COUNTY OF MAUI by, or in connection with, such litigation.

Permittee acknowledges all defects in said facility, if any, and assumes any and all risks that may arise from the use of the Facility.

Permittee shall repair or cause to be repaired all damage, if any, to the Facility.

Release, Acknowledgement, and Indemnification – Initial: _____

I have read and accept all the terms and conditions of this permit and do hereby agree to follow all rules and regulations set forth by the COUNTY OF MAUI and the STATE OF HAWAII.

Name (please print)

Signature

Date

Notarization required unless Applicant/Authorized Agent signs in person at the Permits office with valid photo ID.

IN WITNESS WHEREOF, _____ and the COUNTY OF MAUI have executed this Release,

Acknowledgement, and Indemnification this _____ day of _____, 20____.

BY: _____

State of Hawaii _____)

) s

County of Maui _____)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and seal.

Notary Public, State of _____

My commission expires: _____