

Resolution

No. 25-163

**AUTHORIZING THE ISSUANCE OF A PERMIT TO THE FESTIVALS OF ALOHA
EXCEEDING FIVE CONSECUTIVE DAYS FOR THE 2025 MAUI COUNTY FAIR
UNDER SUBSECTION 13.04A.100(D), MAUI COUNTY CODE**

WHEREAS, the Festivals of Aloha wishes to hold the 2025 Maui County Fair at the War Memorial Special Events Complex, Keopuolani Park and the War Memorial Stadium parking lot, from Thursday, October 2, 2025, through Sunday, October 5, 2025, with a setup period of approximately 10 weeks prior to the event and a two-week breakdown period following the event; and

WHEREAS, the 2025 Maui County Fair, a community centered event, is one of Maui's longest running and most beloved traditions, welcoming families, keiki, kupuna, and visitors to celebrate Maui County's diversity, culture and spirit of aloha; and

WHEREAS, the Festivals of Aloha have applied with the Department of Parks and Recreation for an event permit, as set forth in Exhibit "A," exceeding five consecutive days to allow for set up and breakdown before and after the 2025 Maui County Fair; and

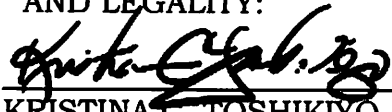
WHEREAS, under subsection 13.04A.100(D), Maui County Code, a use permit for activities at any County park or recreational facility for more than five consecutive days requires authorization by the Council; now, therefore,

BE IT RESOLVED by the Council of the County of Maui:

1. That it authorizes the issuance of a permit to the Festivals of Aloha exceeding five consecutive days for the 2025 Maui County Fair under subsection 13.04A.100(D), Maui County Code; and
2. That certified copies of this Resolution be transmitted to the Mayor, Managing Director, Director of Parks and Recreation and Daryl Fujiwara, Executive Director Festivals of Aloha.

Resolution No. 25-163

APPROVED AS TO FORM
AND LEGALITY:

A handwritten signature in black ink, appearing to read "Kristina C. Toshikiyo", is written over a horizontal line.

KRISTINA C. TOSHIKIYO

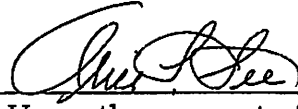
Deputy Corporation Counsel

County of Maui

LF2025-1256


2025-07-24 Reso 2025 Maui County Fair DPW Extended Use Permit

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "John Lee", is written over a horizontal line.

Upon the request of the Mayor.

EXHIBIT "A"

	<p>County of Maui Department of Parks and Recreation (DPR)</p> <h2 style="margin: 0;">PERMIT APPLICATION</h2>	<p>Office Use Only</p> <p>RECEIVED COUNTY OF MAUI</p> <p>25 MAY 30 4 06 PM '25</p>
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☒ Special Event / Tournament
 ☐ Community Class
 ☐ Camping

☐ General Use (Private parties, meetings, leagues-indicate sport: _____, etc.)

Applicant: (Your name) DARYL FUJIWARA
Email: SFDHAWAII@GMAIL.COM

Organization: (If any) FESTIVALS OF ALOHA
 May we email your permit should it be approved?
☒ Yes ☐ No

Daytime Phone: (808) 264-8779
After Hours Phone: _____

Mailing Address: P.O. BOX 12304, LAHAINA, HI 96761

Activity (Event) Name: MAUI COUNTY FAIR
Estimated Participants: 40,000.00
 (May be indicated on attachment)

Requested Date(s): 10/2/2025
Requested Time(s): 4:30 pm
 (May indicate additional dates on an attachment)

Requested Date(s): 10/5/2025
Requested Time(s): 12:00 am
 (May indicate additional times on an attachment)

Requested Location(s): WAR MEMORIAL SPECIAL EVENT COMPLEX; KEOPUOLANI PARK; WAR MEMORIAL STADIUM PARKING LOT
 (List all sites being requested, including any additional parking requests. Indicate additional locations on attachment)

Request for use of facilities in multiple districts: (For this activity, select all districts for which you are requesting usage)

☒ Central Maui
 ☐ East Maui
 ☐ South Maui
 ☐ West Maui

☐ Hana - Maui
 ☐ Moloka'i
 ☐ Lana'i

From the following, select all items that apply to your proposed activity:

☒ Food and/or Beverage Consumption
 ☐ Alcohol / Liquor Consumption
 ☒ Open to the Public

☒ Food and/or Beverage Sales
 ☐ Alcohol / Liquor Sales (Dept. of Liquor Control permit required)

☒ Non-food Merchandise Sales
 ☐ Bouncers / Air Jumps / Slides
 ☒ Tents / Shade Structures

☒ Fees / Charges (Admission fees, participant/team fees, vendor/concessionaire fees, donations, etc.)

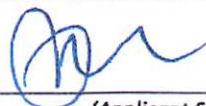
Any additional notes regarding your proposed activity: GAMES; AMUSEMENT RIDES; ENTERTAINMENT; EXHIBITS

***Additional information may be required. Please refer to page two (2) for the list of all attachments that must be included with the submission of this completed Permit Application.**

By signing below, I acknowledge that I have fully disclosed all the details of my proposed event. I understand that any changes to what I have represented to the County of Maui Department of Parks and Recreation (DPR) will require the completion of a new Permit Application. I also understand that DPR must determine whether the park/facility can accommodate my request and that submission of this application and required attachments does not guarantee approval of my request. In addition, I acknowledge that I have read and accept all the terms and conditions set forth in this Permit Application and all applicable sections of the Maui County Code.

DARYL FUJIWARA

(Applicant Name)



(Applicant Signature)

6/29/25

(Date)

LIST OF REQUIRED ATTACHMENTS

(Permit Applications that are submitted without all required attachments for that permit type will be considered **Incomplete** and will **not** receive the initial review)

The following attachments are required for all permit types (except Camping):

- | | |
|--|--|
| <p><input checked="" type="checkbox"/> Preliminary Site Plan / Layout</p> <ul style="list-style-type: none"> * To scale (Or clearly indicate if not to scale) * Include measurements * Indicate <u>all</u> structures, such as:
Tents, portable toilets, dumpsters, stage, etc. * <u>If race/walk</u>: Depict course
(Also indicate course marshalls) <p><input checked="" type="checkbox"/> Detailed Participant Information</p> <ul style="list-style-type: none"> * Include the gender and age groups * <u>If tournament / league</u>: Include number of teams and team names | <p><input checked="" type="checkbox"/> Preliminary Time Schedule</p> <ul style="list-style-type: none"> * Include <u>details</u>, such as: set-up times, clean-up times, times of any deliveries (tents, portable luas, etc.) * <u>If ocean event</u>: Indicate requested "rain out" date(s) <p><input checked="" type="checkbox"/> Authorized Agent(s) Letter (For Organizations)</p> <ul style="list-style-type: none"> * Must be signed by an officer of the organization * Notary required * Clearly state whether the agent(s) is authorized to sign on behalf of the organization * Contact information for the authorized agent
(Phone number, email address and mailing address) |
|--|--|

If applicable, the following attachments are also required:

- | | |
|---|--|
| <p><input checked="" type="checkbox"/> Letter of Request (If Government or Annual Event)</p> <ul style="list-style-type: none"> * Addressed to DPR Director:

700 Hali'a Nako'a Street, Unit 2
Wailuku, HI 96793 * Indicate scope/purpose of the event * Include any requests of the department, such as:
Equipment, opening of gates, etc. * <u>If government event</u>: Dept. or Division Head to sign <p><input type="checkbox"/> Tentative Practice/Game Schedule (If League)</p> <ul style="list-style-type: none"> * Include time(s), date(s) and location(s) * Separate practices and games <p><input checked="" type="checkbox"/> Detailed Fee/Charge Explanation</p> <ul style="list-style-type: none"> * Indicate <u>all</u> fees/charges, such as:
Admission charges, participant/team fees, donations, vendor/concessionaire fees, registration fees, etc. * Include amounts being charged for <u>each</u> charge type <p><input type="checkbox"/> Equipment Rental Form</p> <ul style="list-style-type: none"> * Used to request the rental of equipment, such as:
mobile stage, mobile bleacher, picnic tables, wooden stage platforms (4x8) / stairs * Dependent upon availability; limited quantities | <p><input type="checkbox"/> Camper / Vehicle / Tent Information (If Camping)</p> <ul style="list-style-type: none"> * Indicate the total number of campers/licensed dogs
(Max: 6 per campsite) * Include names and ages of all campers
(Dogs must be licensed - include license #) * Include vehicle color, make, model and license plate # * Indicate tent color(s) <p><input checked="" type="checkbox"/> Event Coordinator Contact Information (If different from the applicant)</p> <ul style="list-style-type: none"> * May be incorporated into Authorized Agent(s) Letter * Include name, phone number(s), email address <p><input checked="" type="checkbox"/> IRS 501(c) Determination Letter (If Non-Profit)</p> <ul style="list-style-type: none"> * Must be in good standing with the IRS and the State of Hawaii (DCCA) <p><input type="checkbox"/> Curfew Extension Request Form</p> <ul style="list-style-type: none"> * Used to request usage of a facility beyond normal open hours * Most facility hours are from 7:00 am-11:00 pm <p><input type="checkbox"/> More Than Three (3) Consecutive Days Request Form</p> <ul style="list-style-type: none"> * Used to request (non-revenue generating) usage of a facility for more than three (3) consecutive days * Does <u>not</u> apply to camping permits |
|---|--|



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

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.
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: 

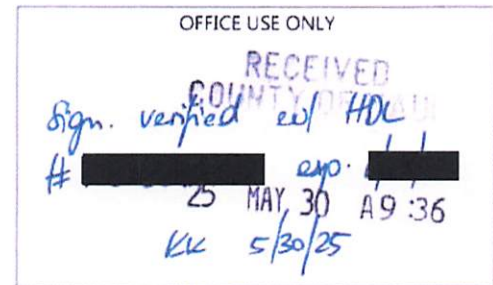
ALCOHOL PROHIBITION:

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:




PARKS & RECREATION
CENTRAL PERMITTING

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 printed 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 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 aforementioned 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.

Dany fupind

Name (please print)

11. 

Signature

5/30/25

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: _____