

RULES AND REGULATIONS OF THE
DEPARTMENT OF PARKS AND RECREATION
OF THE COUNTY OF HAWAII

RULE 3
RELATING TO THE
PANA'EWA RECREATIONAL COMPLEX

EFFECTIVE DATE: July 1, 2025

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RULES AND REGULATIONS OF THE
DEPARTMENT OF PARKS AND RECREATION
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RULE 3 – RELATING TO THE PANAEWA RECREATIONAL COMPLEX

Section 1 Applicability and Scope

- A. These rules and regulations shall apply to the Pana'ewa Recreational Complex, inclusive of the grounds, facilities and structures under the control, management and operation of the Department of Parks and Recreation, County of Hawai'i.
- B. If any provision of these rules and regulations or the application of such provision is found to be invalid, the remaining portions of these rules and regulations and their applicability shall not be affected.
- C. The Director or the Director's duly authorized designee shall have the authority to establish temporary rules and regulations, or temporarily suspend any of the following rules and regulations, when it is administratively determined necessary to protect the Pana'ewa Recreational Complex, its staff, volunteers, Lessees, Rentees, Patrons, the public, and/or any of the animals thereat.
- D. The Director or Administrator shall be empowered to enforce all rules and regulations of the Department of Parks and Recreation.

Section 2 Definitions

- A. "Administrator" shall mean the Pana'ewa Recreational Complex Administrator or their duly designated representative. The Director shall possess all powers, duties and responsibilities conferred on the Administrator.
- B. "Adult" shall mean a person eighteen (18) years of age or older.
- C. "Concession" shall mean the right to sell approved products within a designated area.
- D. "Department" shall mean the Department of Parks and Recreation of the County of Hawai'i.
- E. "Director" shall mean the Director of the Department of Parks and Recreation, County of Hawai'i and their duly authorized designee.

- F. "Lessee" or "Rentee" shall mean any individual or group having completed a "Facility Use Application" form, signed a lease agreement, paid the necessary deposit fees and has a confirmed reservation date. "Lessee" shall be distinguished from "Rentee" in that the Rentee rents out the County-owned stables and the Lessee leases the rodeo arena or other facilities and amenities for the purpose of sponsoring special events.
- G. "Minor" shall mean a person seventeen (17) years of age or younger.
- H. "Pana'ewa Equestrian Center" (hereinafter "Equestrian Center") shall mean all of the certain parcel of land [TMK (3)2-4-004:144] set aside by the State of Hawai'i to the County of Hawai'i for public recreational use, to be under the control and management of the Department consisting of approximately one hundred twenty-one (121) acres.
- I. "Pana'ewa Rainforest Zoo and Gardens" (hereinafter "Zoo") shall mean all of the certain parcel of land [TMK (3)2-4-004:001] set aside by the State of Hawai'i to the County of Hawai'i for public recreational use, to be under the control and management of the Department consisting of approximately fifty-one (51) acres.
- J. "Pana'ewa Recreational Complex" (hereinafter "Complex") shall consist of both the Equestrian Center and the Zoo.
- K. "Parking Attendant" shall mean the person(s) assigned by the Lessee and approved by the Administrator or the person(s) assigned by the Administrator to control vehicular traffic and parking within the Complex.
- L. "Patron" shall mean persons in attendance at daily functions or events by virtue of paid admission or admission authorized by the Administrator or Lessee.
- M. "Resident" shall mean a person who primarily lives in the County of Hawai'i and possesses a Hawai'i state identification card or Hawai'i state driver's license that declares a physical address located on the Island of Hawai'i.
- N. "Security Guard" shall mean employees of agencies licensed by the Board of Private Detectives and Guards, Department of Commerce and Consumer Affairs, State of Hawai'i who are directly assigned to perform security guard functions.
- O. "Service Animal" shall be defined by the current Americans with Disabilities Act, Title II and Title III rules.
- P. "Stall" shall mean an individual unit within the County-owned stables that consist of an indoor area and an accompanying paddock for the purposes of boarding a horse.
- Q. "Vendor" shall mean and include any persons and/or organizations permitted or invited by a Lessee to sell goods, products, or services specifically at a function or

activity conducted by the Lessee at and the Complex, as approved by the Administrator.

Section 3 General Rules and Regulations of the Complex

- A. No person shall commit any disorderly, obscene, indecent, or unlawful act or conduct themselves in any manner that may be detrimental to the health, safety and/or individual rights of others or the health and safety of any animals at the Complex.
- B. No person shall conduct or participate in gambling nor operate any gambling devices at the Complex or in conjunction with any use of the Complex.
- C. All garbage and other refuse or waste materials shall be placed in receptacles provided for such purposes. All HI-5 beverage containers shall be placed in recycling bins provided.
- D. No person shall destroy, injure, deface or disturb in any way, any building, sign, fixture, equipment or other County property.
- E. Illegal drugs are prohibited.
- F. Alcoholic beverages are not allowed within the Complex unless otherwise approved by the Director and only when in conformance with all state and county liquor regulations. When approved by the Director and the Department of Liquor Control, alcoholic beverages shall only be stored, served, sold, possessed, and/or consumed in areas specifically designated for such.
- G. The Department shall not be responsible for any theft, damage or vandalism of any personal property.
- H. Smoking, vaping and the use of tobacco and nicotine products are prohibited.
- I. Aside from Department personnel, no one shall be allowed in any Stall without proper authorization from the Rentee or the Administrator.
- J. Horses, cattle, or other livestock shall never be left unattended at the Complex (except for any horse in its appropriate rented Stall). Any unattended horses, cattle, or other livestock will be removed as abandoned property and subject to recovery fees of ten dollars (\$10) a day per animal, in addition to fees assessed by the County of Hawai'i's Animal Control and Protection Agency.
- K. Parking and Vehicular Control:
 - 1. Parking of vehicles, including horse trailers, shall only be allowed in marked parking spaces.

2. All persons shall observe and obey all posted traffic and parking signs.
3. When Parking Attendants are utilized, parking shall be limited to the areas and configurations designated by the Parking Attendants.
4. Vehicles operated at the Complex shall be limited to a speed of not more than ten (10) miles per hour unless otherwise posted.
5. Vehicles and trailers shall not be washed or rinsed off at the Complex.
6. All unauthorized vehicles including 4-wheelers, all-terrain vehicles, utility terrain vehicles, side-by-sides, and other similar-type vehicles are prohibited from being operated within the Complex except for emergency vehicles or those authorized by the Administrator.

Section 4 Operation of the Complex

A. Rules Affecting Reservations and Facility Use Applications

1. All applications for exclusive use of any portion of the Zoo and/or Equestrian Center (such as the rodeo arena, racetrack, pavilions, etc.) shall be made on a form provided by the Department and submitted to the Administrator at 800 Stainback Highway, Hilo, Hawai'i, 96720, effective July 1, 2025.
2. An application shall only be made by an Adult, and that Adult must always be present at the associated use.
3. Reservations shall be accepted on a first-come, first-served basis. Upon the Administrator's approval of the Facility Use Application and receipt of payment, the facility is reserved for that exclusive use.
4. Applications may be submitted within one (1) year of the intended reservation date. As it applies to item 7 (below), the effective date shall apply to the initial date of the multi-day event.
5. The Administrator shall have full authority over the adjustment of reservation dates.
6. The Administrator shall have full authority to deny any Facility Use Application when such denial is in the best interest of the County of Hawai'i and/or the general public.
7. Reservations for events covering a period of multiple, non-consecutive days within a twelve (12) month period may be submitted on one (1) Facility Use Application form but must be accompanied by a schedule of the events indicating dates, times, and other pertinent information regarding each.

8. The Lessee shall not sublet or assign the use of any portion of their leased area to any other person or organization without the prior written consent of the Administrator.
9. The Lessee shall always use due care to ensure the public's safety and shall indemnify and hold the County of Hawai'i harmless from claims and demands for property damage, personal injury, or wrongful death arising out of or in connection with their use of the Complex by the Lessee, their heirs, employees, agents, Patrons, and/or contractors.
10. Lessee shall be responsible for damage to or loss of any property within the Complex resulting from use of any part of the Complex under Lessee's approved Facility Use Application. Lessee shall further agree to indemnify, defend and hold harmless the County of Hawai'i from any suit or claim for injury, loss or damage sustained at the Complex in connection with Lessee's authorized activity and caused by the negligent or wrongful act or omission of the Lessee during the term of their approved Facility Use Application provided, however, that Lessee's indemnity, defense and hold harmless obligation in favor of the County shall not extend to any injury or damage caused by the County's negligence, omission or wrongful act or the negligence, omission or wrongful act of any third party. Lessee shall confirm that Lessee has obtained the required Lessee approvals for these obligations. Lessee's obligations under this Section shall survive the expiration or earlier termination of the approved Facility Use Application with respect to any claims or actions arising from incidents or events prior to said expiration or termination of the approved Facility Use Application but not asserted, addressed or resolved until after said expiration or termination of the approved Facility Use Application.
11. The Administrator shall determine when an event requires security guards and the minimum number of security guards required. The Lessee shall be solely responsible for the cost of and the contracting of the security guards. At least seven (7) days prior to the scheduled event, the Lessee shall submit written proof of the hiring of the required number of security guards to be used.
12. Security guards required for the Lessee shall be responsible for maintaining order and enforcing all rules and regulations affecting the use of the Complex as well as other laws of the County of Hawai'i and State of Hawai'i. These security guards shall always be under the supervision and control of the Lessee and shall be familiar with and knowledgeable of all applicable statutes, codes, rules and regulations.
13. The Lessee shall provide, to the satisfaction of the Administrator, all personnel (such as ticket sellers/collectors, entry/exit staff, parking attendants, etc.) required for its safe control and operation at the Complex.

14. The Lessee shall file with the County of Hawai'i a copy of a policy of public liability and property damage as established in Appendix B.
15. The Director may require the Lessee to post a bond equal to the estimated costs that may be accrued by the County of Hawai'i to protect the County's interests for any agreements made between the Lessee and the Department. The amount of such bond shall be determined solely by the Director.
16. The Lessee shall confine their activities to established hours of the Complex or as otherwise designated in the lease agreement, including all preparation and cleanup time.
17. Any modifications associated with the Lessee's use shall require prior approval of the Administrator and shall be the responsibility of the Lessee. The Lessee shall specify, in writing, any modifications to be done to the Complex prior to applying for use of the facility.
18. The Lessee shall always ensure free, immediate, and unimpeded access to the Complex by the Administrator.
19. The Lessee shall establish and maintain, using fencing, barricades, signage, and other appropriate means, all restricted areas and shall be solely responsible to ensure all spectators abide by such.
20. All Lessees of the Complex are responsible for ensuring the entirety of their use complies with the current Americans with Disabilities Act and other applicable laws. Any provisions or accommodations necessary to ensure compliance with such shall be the sole responsibility of the Lessees and shall not cause irreparable harm or pose a danger to County of Hawai'i staff, volunteers, Patrons, the public, Rentees, and their horses.

B. Rules Affecting Concession Operations

1. Upon approval by the Administrator, Lessees may operate a Concession in conjunction with an approved event.
2. All Concession operators and Vendors selling prepared food items and beverages shall abide by rules set forth by the State of Hawai'i, Department of Health and the Hawai'i Fire Department. Lessees shall provide proof of compliance upon request of the Administrator.
3. The Administrator reserves the right to ban the sale or use of any item(s) considered to be detrimental to the health of Patrons or that may contribute to unsanitary conditions at the Complex.
4. Concession operators shall abide by all terms of Hawai'i County Code Chapter 20 "Integrated Solid Waste Management," Article 5 "Polystyrene

Foam Food Container and Food Service Ware Reduction" and associated Administrative Rules.

C. Use of Equipment by Lessee

1. The Lessee shall inspect all equipment at the Complex they intend to use, prior to such use, to ensure the equipment is safe and operable. Use of the equipment by the Lessee shall constitute the Lessee's tacit confirmation that equipment was operable and safe to use.
2. The Lessee shall provide equipment necessary for their use other than that assigned to the Complex at their own expense.

Section 5

Operation of the Equestrian Center

A. General Rules and Regulations of the Equestrian Center.

1. The rodeo arena and track shall be exclusively restricted to use for horse-related activities such as, but not limited to, horse racing, training, and riding unless authorized by the Administrator.
2. The interior area of the track shall not be used as a pasture or holding paddock.
3. No animals, except for service animals or animals directly involved with a scheduled event, shall be allowed at the Equestrian Center without the express written consent of the Administrator.
4. Commercial activity without a permit is prohibited as established by Hawai'i County Code Chapter 15.

B. Rules Affecting Operation of the Equestrian Center

1. The facilities at the Equestrian Center may be made available for lease to any individual or entity provided such use is consistent with these rules and regulations.
2. All members of the public shall be entitled to the equal benefit and enjoyment of County of Hawai'i facilities at the Equestrian Center except for any facilities or areas when and where exclusive use has been granted to a Rentee or Lessee.
3. The Equestrian Center shall be open to the public daily from 7:00 a.m. to 7:00 p.m.

4. Rentees and Lessees may be granted extended hours of access to the Equestrian Center with prior approval of the Administrator.

Section 6 Operation of the County-Owned Stables

A. Procedures for Stall Assignment

1. Assignment of rentable Stalls shall be made on a lottery basis unless otherwise determined appropriate by the Administrator.
2. The lottery shall be held annually during the month of September, on a date established by the Administrator. Notice of such shall be posted to the Department's website and at the Complex not less than two (2) weeks prior to the first date that applications are accepted. The notice shall state the date, time and venue of the lottery.
3. All applicants for the lottery shall be Adult residents of the County of Hawai'i and must be the legal owner of the horse for which the Stall Rental Application is made. If the owner of a horse is a Minor, the Stall Rental Application shall be submitted by and in the name of their parent or legal guardian.
4. Applicants for the lottery shall submit a completed Stall Rental Application form to the Administrator, at the Complex office (800 Stainback Hwy, Hilo, Hawai'i 96720) only. Applications shall be accepted daily, excluding weekends and state holidays, from August 16th through August 31st of each year, no exception. Stall Rental Applications must be hand-delivered during the hours of operation established for the Zoo. Only complete applications will be accepted. Stall Rental Applications, at a minimum, must:
 - a. Include proof of legal ownership at the time of application.
 - b. Identify at least one (1) emergency alternate contact person that is authorized to make decisions on the applicant's behalf regarding the welfare and disposition of their horse and equipment in case of any emergency.
 - c. Identify, if necessary, an authorized representative to act as their proxy at the lottery.
 - d. Provide a written description of their horse along with high resolution, clear, color photographs of the horse for identification purposes
 - e. Provide vaccination records.

- f. Identify, if applicable, whether the applicant requires an accommodation in accordance with the Americans with Disabilities Act.
 - g. Identify the period (annually, quarterly, or daily) the Applicant intends to utilize the Stall and state the first and last dates of intended occupancy within the calendar year applying for.
5. Any Stall Rental Application that the Administrator has determined contains false or misleading information shall result in the removal of that Stall Rental Application from the lottery.
6. Each applicant, or their authorized representative, must be present at the lottery. Failure to be present or properly represented at the lottery shall result in the applicant's disqualification from the lottery. The applicant will be moved to the waiting list, if one is established.
7. Applicants for the lottery shall declare their intended occupancy period (annual, quarterly, or daily) and the corresponding start and end dates of their intended Stall use. Applicants that declare an annual intended use shall be granted preference in the lottery. Applicants that declare quarterly or daily intended use shall be assigned stalls by the Director after the lottery for annual users has been completed. The Director has the sole discretion in determining how quarterly and daily use Applicants are prioritized and assigned Stalls or, if no Stalls are available, prioritized on the waiting list.
8. The County of Hawai'i, via the lottery, will pull applicants' names at random to establish the sequential order for selection of Stalls by the applicants. Upon establishment of the order of selection, each applicant shall duly choose their Stall. The process shall continue until all Stalls have been assigned or the application list is exhausted.
9. Each applicant shall use the Stall they selected at the time of the lottery, or as otherwise assigned by the Administrator. Stalls shall not be transferred, reassigned, or swapped by applicants at any time.
10. The Administrator shall ensure compliance with the federal Americans with Disabilities Act and any other applicable laws. Compliance may require amendment of the method of selection of Stalls to ensure applicants that have an established disability are provided a Stall that is commensurate with their established need.
11. Should the number of applicants exceed available Stalls, the remaining sequential order established by the lottery shall be converted to a prioritized waiting list. Should a Stall be available at any time prior to the subsequent year's lottery, applicants on the waiting list shall be contacted in the established order until the Stall is filled. Applicants contacted for a vacant Stall shall have twenty-four (24) hours to verbally accept the Stall, and one

(1) week to complete the required Stall Rental Agreement and pay the rental fees, restoration deposit, and key deposit.

12. All annual Stall rental periods shall commence on January 1st following the lottery and expire on December 31st of the same year. All Stall rental periods, whether annual or quarterly, shall expire on December 31st.
13. Any applicant who was unable to submit a timely application to participate in the lottery, upon conclusion of the lottery, may then submit a Stall Rental Application to the Administrator. Complete applications shall be added to the waiting list in order of acceptance of their application.
14. An application may be denied by the Administrator when such denial is in the best interest of the health, safety, and welfare of the County of Hawai'i, it's staff and employees, Patrons, the public, Lessees and/or Rentees or their horses. The applicant shall be notified by the Administrator upon denial of their application.

B. Rules Establishing Responsibilities of Rentee

1. The Rentee shall be required to execute the Stall Rental Agreement covering the length of time the Rentee has full use of the Stall; the agreement shall include the requirements to be fulfilled by the Rentee before, during, and prior to vacating the Stall.
2. The Rentee shall abide by the rules, regulations, and policies of the Department and any directives set by the Director. In the event of dispute or otherwise, the Rentee shall accept the Administrator's interpretation of all Department rules, regulations, policies, and directives as binding and controlling.
3. The Rentee shall not assign or sublet their Stall or utilize their assigned Stall for other than the purpose of boarding the horse identified on their Stall Rental Application. Subletting or assignment of the Stall shall be grounds for immediate termination of the Stall Rental Agreement
4. The Rentee shall always use due care to ensure public safety.
5. Rentee shall assume the sole risk for all damages, losses, injuries, death(s), costs and expenses arising out of their use of the Stall. Rentee agrees to indemnify and hold harmless the County of Hawai'i, its officers, agents, volunteers, and employees, arising from any claim, suit or action made or brought against the County of Hawai'i, its officers, agents, volunteers, and employees, for the death or injury to persons, or the destruction of property, sustained in connection with, or arising out of, Rentee's use of their Stalls at the Equestrian Center, including but not limited to, injury or death to Rentee's horse, or situations where Rentee's horse and/or equipment causes such damage or injury.

6. Rentee shall waive all rights to make a claim or file suit against the County of Hawai'i for, and relieves the County of Hawai'i from, all liability or responsibility of any kind arising from any damages, losses, injuries, death(s), costs or expenses sustained by the Rentee in their use of the Stall and the Equestrian Center.
7. The Rentee shall be held liable for all damages incurred to property and injuries incurred to persons at the Complex during the term of their Stall Rental Agreement if the Administrator determines the Rentee and/or their horse caused the damages or injuries.
8. The Rentee shall submit with their completed Stall Rental Agreement, the following:
 - a. Certificate of Insurance and policy of public liability and property damage as established in Appendix A
 - b. Horse Marking Form
 - c. Caretaker Form
 - d. Restoration deposit
 - e. Rental fee
 - f. Gate key deposit (if applicable)
9. The Rentee shall always maintain their Stall in good condition as determined by the Administrator.
10. Only the horse identified in the Stall Rental Agreement shall be placed within the Rentee's Stall at any time. No more than one horse may be placed within a Stall at any time.
11. The Rentee shall always maintain their horse's husbandry in a healthy state which includes but is not limited to: feeding, watering, exercising, cleaning, and providing adequate veterinary care.
12. Rentees shall keep current their horse's vaccination status for Eastern Equine Encephalitis (EEE), Western Equine Encephalitis (WEE), West Nile Virus (WNV), and Tetanus, and have undergone annual Coggins blood test for Equine Infectious Anemia (EIA).
13. The Rentee shall use approved bedding material such as wood shavings, sawdust, cinder, or similar, in the Stall and always maintain such in a safe and sanitary condition.
14. Prior to occupancy, the Rentee shall inspect the condition of the Stall, and document and report any issues of concern to the Administrator. Failure to report any issues shall be considered the Rentee's acceptance of the Stall as-is.

15. The Rentee shall not alter their Stall in any manner without prior approval of the Administrator. The Rentee shall specify in writing any alterations to be done to the Stall and restoration of the stall shall be the responsibility of the Rentee when their term of the lease has expired. The restoration deposit shall not be refunded until all dismantling or restoration has been completed.
16. The Rentee shall keep all feed in enclosed containers. Feed shall not be accessible to vermin or contribute to the creation of a nuisance in any way.
17. The Rentee shall deposit all Stall waste in designated receptacles.
18. The Rentee shall be responsible for their horse's behavior and/or actions. If it is determined that the Rentee's horse is detrimental in any way to the safety and health of other Rentees, County of Hawai'i employees, volunteers, the public, or other horses, the Administrator is authorized to require that the horse be removed immediately, and the Stall Rental Agreement shall be terminated effective immediately.
19. Termination of a Stall Rental Agreement shall be issued by the Administrator in writing. Upon termination of the Stall Rental Agreement the Rentee shall remove their horse within twenty-four (24) hours. Rentee shall thereafter remove all personal property and restore the Stall to preexisting condition within seven (7) calendar days of notice from the Administrator. A fine of Fifty Dollars (\$50) per day shall be levied against the Rentee if the horse is not removed and/or the Stall is not vacated by the corresponding date.
20. The Rentee shall not deny free, immediate, and unimpeded access to their Stall by the Administrator for the purpose of periodic inspections or for investigating safety concerns, alleged violations, or to conduct inspections of the facility's conditions.

C. Equipment

1. Generally, Stalls are provided unfurnished. Certain Stalls may contain automatic waterers, storage closets and/or lighting. When repairs are necessary due to normal wear and tear, the Administrator shall be notified, and the County of Hawai'i will schedule maintenance work. When repairs are necessary due to damage caused by the Rentee or their horse, the Rentee shall notify the Administrator immediately and the Rentee shall be responsible for all necessary repairs. Provision of temporary services and/or equipment shall be the Rentee's sole responsibility and Rentee shall not be credited for such against their fees.
2. The Rentee shall be responsible for obtaining equipment other than that assigned to each individual Stall at their own expense. The Department

shall not be responsible for any theft or vandalism of any personal property of the Rentee.

3. All scope, costs and methods of repair of County of Hawai'i equipment and/or structures shall be approved in advance by the Administrator and shall be the sole responsibility of the Rentee to perform. The County of Hawai'i, in an emergency, shall complete necessary repairs. Where costs are incurred by the County of Hawai'i related to these repairs, the Rentee shall be solely responsible for these costs.

D. General Rules and Regulations for the Stables and Surrounding Areas

1. Any member of the public may utilize the facilities at the Equestrian Center (excluding Stalls) for equestrian-related activities during Equestrian Center hours, except when leased for exclusive use.
2. Horses shall always be maintained under the strict control of their owner/rider.
3. The owner/rider shall be solely responsible for their horse's behavior and/or actions. If it is determined that the owner/rider's horse is detrimental to the safety and health of other owners/riders, County of Hawai'i employees, volunteers, Patrons, the public, Lessees, Rentees, or other animals, the Administrator is authorized to require that the horse be removed immediately.
4. All horses shall be washed in designated wash areas only.
5. All horses shall be shod in designated shoeing areas only.
6. The owner/rider shall clean up after their horse and deposit all waste in designated receptacles.

E. Deposits, Fees, and Related Charges

1. The Rentee shall make their required restoration deposit at the time they submit their Stall Rental Agreement to the County of Hawai'i. The restoration deposit shall be refunded after expiration of the Stall Rental Agreement provided the Stall has been inspected by the Administrator and confirmed restored to an acceptable condition. The Department shall utilize any or all of the restoration deposit to cover the costs of repairs and cleaning of the Stall. When repairs by the County exceed the Rentee's restoration deposit, the Rentee shall be responsible to reimburse the balance to the County immediately. Failure to make the County whole shall be justification for disqualification of any/all future lotteries or Stall rental requests.

2. Stall rental, restoration deposit, and key deposit fees shall be charged per the following schedule:

Calendar Year	2026	2027	2028	2029	2030	2031
Daily Fee	\$5	\$6	\$7	\$8	\$9	\$10
Quarterly Fee	\$175	\$195	\$215	\$235	\$255	\$275
Annual Fee	\$500	\$550	\$600	\$650	\$700	\$750
Restoration Deposit	\$500	\$550	\$600	\$650	\$700	\$750
Key Deposit	\$50	\$55	\$60	\$65	\$70	\$75

Calendar Year	2032	2033	2034	2035	2036 & Beyond
Daily Fee	\$11	\$12	\$13	\$14	\$15
Quarterly Fee	\$295	\$315	\$335	\$355	\$375
Annual Fee	\$800	\$850	\$900	\$950	\$1,000
Restoration Deposit	\$800	\$850	\$900	\$950	\$1,000
Key Deposit	\$80	\$85	\$90	\$95	\$100

- a. Stall Rental Agreements assigned by the lottery shall be paid on an annual or quarterly basis only. Annual and initial quarterly rental fees shall be due and payable on the day the prospective Rentee submits their completed Stall Rental Agreement form to the Administrator. All subsequent quarterly payments shall be due and payable to the Administrator on the first day of the corresponding quarterly period (January 1st, April 1st, July 1st, and Oct 1st); or, if the first day is a weekend or state holiday, it shall be submitted no later than the next business day following such.
- b. Subject to approval of the Administrator, annual-basis Rentees may elect to pay their stall rental fee on a quarterly basis, and such payments shall follow the quarterly fees in the above table and are due on the dates established in Item a (above). Once an annual-basis Rentee opts to pay on a quarterly basis, they cannot change the basis of their payment schedule.
- c. Quarterly and daily basis Rentees in good standing shall be allowed first right of refusal for successive extension periods within the calendar year.
- d. If Stalls are available or if Stalls become available during the year, then quarterly rentals will be allowed on a first-come, first-served basis. Quarterly rental fees shall cover the three (3) month periods beginning January 1st, April 1st, July 1st, and October 1st unless otherwise designated by the Administrator.
- e. There are no monthly or weekly rental terms allowed.
- f. Daily rental of a Stall or Stalls may be authorized by the Administrator subject to availability. Applicant shall state the intended duration of

their rental at the time of submittal of their application and payment shall be due and payable at that time.

- g. Prorating of fees is not allowed.
3. Failure to pay rental fees on the due date shall result in termination of the Stall Rental Agreement and immediate eviction. Upon termination of the Stall Rental Agreement, for any reason, by the Administrator, the Rentee shall vacate their Stall and remove their horse within twenty-four (24) hours as directed by the Administrator. Rentee shall thereafter remove all personal property and restore the Stall to preexisting condition within seven (7) days from the date of eviction. A fine of Fifty Dollars (\$50) per day shall be levied against the Rentee if the horse is not removed and/or the Stall is not vacated by the corresponding date.
4. The Rentee shall forfeit all rental fees and restoration deposit upon termination.
5. Early termination of the Stall Rental Agreement of the Rentee's own accord shall result in the immediate forfeiture of the Rentee's rights to any refunds of paid rental fees and their restoration deposit.
6. Following the successful conclusion of each stall rental contract, and subject to inspection of the Rentee's stall by the Administrator and determination on the acceptability of the conditions found, the County will issue a refund check, in the amount due the Rentee, approximately two (2) to four (4) weeks following the Director's authorization of such refund.

Section 7 Operation of the Zoo

A. General Rules and Regulations of the Zoo

1. The Zoo shall be open daily to the public with the exception of Christmas Day, New Year's Day, and the first Thursday of every month. Further, the Zoo may be closed with little or no advanced warning when staffing or other emergent/unusual circumstances require its closure, as determined by the Director.
2. The hours of operation shall be from 10:00 a.m. to 4:00 p.m. All Patrons shall have exited the Zoo by 4:00 p.m. No entry or reentry shall be allowed after 3:30 p.m. Hours of operation may be adjusted, through the posting of signs at the main entrance, to accommodate special events. All Patrons shall have exited the Zoo by the time posted for such.
3. The admissions office shall open fifteen (15) minutes before the Zoo opens and shall close thirty (30) minutes before the Zoo closes.

4. All rented equipment shall be returned to the Gift Shop by 4:00 p.m.
5. In the event of major repair or renovation work to the Zoo or the existence of conditions which substantially limit the normal use of the Zoo, the Administrator is authorized to temporarily adjust the hours of operation by posting of appropriate signage at the Zoo's entrance.
6. The Administrator, with the approval of the Director, may establish internal policies and procedures to ensure operational efficiency of the Zoo.
7. The Administrator may prohibit any person from entering the Zoo when the Administrator has a reason to believe that such person poses a threat to the health, safety, or welfare of persons, animals or property at or adjacent to the Zoo or when such person has previously been cited by the Administrator for a violation of these rules and regulations, and such violation has not been reversed by the Director. Any person aggrieved by the decision of the Administrator to prohibit access shall have the right to appeal the Administrator's decision within thirty (30) days of such decision pursuant to Rule 1 of the Rules and Regulations of the Department.

B. General Rules and Regulations Affecting Patrons of the Zoo

1. Skateboards, scooters, mopeds, motorbikes, bicycles, tricycles, footwear with wheels or similar items, are expressly prohibited from the Zoo. Wheeled medical and/or personal assistive devices may be permitted with the approval of the Administrator.
2. Patrons shall walk at all times while within the Zoo. There shall be no running, jogging, skipping, or other activity that may result in injury or frightening or harassment of the animals, whether intentional or otherwise.
3. Patrons are required to always wear footwear while within the Zoo.
4. Patrons shall always stay on walkways, respect all barriers, and adhere to all posted signage. Patrons shall not climb on exhibits, walls, barricades, railings, and/or fences.
5. Patrons shall keep all body parts and foreign objects out of animal habitats.
6. Patrons shall not feed or harass the animals.
7. Pets and other animals are not permitted. Service Animals that are specifically trained to aid a disabled person and is under its handler's effective control at all times are welcome.

8. Balloons, streamers, kites, loud noise-making devices, cooking fires, fireworks, firearms or any other weapons are prohibited. No person shall throw any balls, frisbees, or items of any kind within the Zoo.
9. Patrons shall not climb, break, remove or damage any plants. The collection of plant material shall only be by the prior approval of the Administrator.
10. Persons fifteen (15) years of age and younger (hereinafter "children") shall be granted admission into the Zoo only when accompanied and supervised by an Adult. Said Adult shall always be responsible for the conduct and behavior of the children under their supervision.
11. Failure to adhere to these Rules shall result in the Patron's immediate removal from the Zoo.

Section 8 Zoo Admission

- A. Paid daily admission authorizes the individual to access the Zoo beginning at the time of purchase and extending to the end of operating hours of the Zoo on that same day. Daily admission may not be purchased for use beyond the day of purchase. Daily admission sales are not eligible for reschedule, refund or transfer. All sales for daily admission are final.
- B. Paid admission via an annual pass authorizes the individual to access the Zoo during operating hours, beginning on the date and time of purchase extending to the closure of the Zoo on December 31st of the same calendar year
 1. Annual passes are reserved for Adult Residents only and shall require the purchaser to provide proof of residence at the time of purchase.
 2. Annual passes are nonrefundable and nontransferable, and all sales are final.
 3. The use of an annual pass requires the holder to provide proof of identification upon request by the Administrator, or his/her designee.
 4. Should the Department implement use of a physical means of establishing an annual pass (such as a card, badge, chit, etc.), the Director may establish, by posting of appropriate signage at the Zoo, a charge to be assessed for issuance of the annual pass, as well as a charge to be assessed for issuance of a replacement annual pass.
- C. Paid daily admission or possession of an annual pass does not entitle the individual to special access beyond public areas of the Zoo, nor does it entitle the Patron to access special events scheduled after normal hours of operation.

D. The Zoo does not guarantee the availability of exhibits and/or animals for public viewing at any time. Requests for refunds or discounts associated with the unavailability of any exhibit or animal, complete or partial closure(s) of the Zoo, ongoing construction or renovation work, or other conditions that may affect a patron's access shall not be entertained by the Administrator for any reason(s).

E. Fee Schedule Effective July 1, 2025:

Calendar Year	2025	2026	2027	2028	2029	2030
Annual Pass, Resident	\$25	\$25	\$25	\$30	\$30	\$30
Adult, Resident**	\$4	\$4	\$4	\$5	\$5	\$5
Minor, Resident	\$0	\$0	\$0	\$0	\$0	\$0
Adult, Non-resident	\$12	\$13	\$14	\$15	\$16	\$17
Child, Non-resident*	\$5	\$5	\$5	\$6	\$6	\$6

Calendar Year	2031	2032	2033	2034	2035 & Beyond
Annual Pass, Resident	\$35	\$35	\$35	\$40	\$40
Adult, Resident**	\$6	\$6	\$6	\$7	\$7
Minor, Resident	\$0	\$0	\$0	\$0	\$0
Adult, Non-resident	\$18	\$19	\$20	\$21	\$21
Child, Non-resident*	\$7	\$7	\$7	\$8	\$8

*Children under three (3) years of age are free

**Adult Residents over fifty-nine (59) years of age are free

F. Educational field trips by the State of Hawai'i Department of Education (or similar entities), approved by the Administrator, may qualify for reduced or waived fees. All requests to the Administrator for reduced or waived fees shall be submitted on the Department's appropriate form at least one (1) week in advance and are subject to acceptance of the terms and conditions set forth by the Administrator.

G. Activities and events at the Zoo (hereinafter "Special Events") scheduled outside and separate from its standard hours of operation, may be held at the Zoo with the Director's authorization. The Director may determine and establish customized fees required for entry to the Special Events and participation in the activities held thereat. Holders of a valid annual pass may or may not be provided special privileges at such Special Events, as determined by the Director.

Section 9 Penalties

The Director, the Director's duly authorized designee, or the Administrator may prohibit any person from using the Complex or portion thereof when the Director, the Director's duly authorized designee, or Administrator has reason to believe that such person poses a threat to the health, safety, or welfare of persons or property or when such person has previously failed to comply with or abide by the rules and regulations of the Department, laws and/or ordinances. The Director, the Director's duly authorized designee, or Administrator may prohibit such person from using the Complex until such time as the Director, the Director's duly

authorized designee, or the Administrator is reasonably satisfied that such person intends to abide by all rules and regulations of the Department, laws, and/or ordinances concerning such person's conduct or use of the Complex. The person shall be notified in writing of the specific period. During this period, if any further problems arise, the Director, the Director's duly authorized designee, or Administrator reserves the right to extend the period. Any person aggrieved by the decision of the Director, the Director's duly authorized designee, or the Administrator to prohibit a person's use of the Complex shall have the right to appeal the Director's, the Director's duly authorized designee's, or Administrator's decision within thirty (30) days of such decision, pursuant to Rule 1 of the Rules and Regulations of the Department.

Section 10 Severability Clause

If any provision of these rules and regulations contained herein or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the rules and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these rules and regulations are declared to be severable.

- end of rule -

Appendix A

INSURANCE REGULATIONS FOR RENTEES OF COUNTY-OWNED STABLES

Rentee shall file with the Department of Parks and Recreation, upon approval for the use of stables situated at Pana'ewa Equestrian Center, a copy of public liability, and property damage insurance in the following amounts:

1. One Million dollars (\$1,000,000) bodily injury each occurrence,
2. Two Million dollars (\$2,000,000) General aggregate,
3. One Million dollars (\$1,000,000) property damage,
4. Maximum of Five Hundred dollars (\$500) deductible clause permitted.
5. Such insurance shall be on a Primary and Non-Contributory basis with a Waiver of Subrogation in favor of the County of Hawai'i. County of Hawai'i and its officers and employees are included as an "Additional Insured" as respect work performed by, or on behalf of, the Insured.
6. Said policy shall contain a cancellation clause reading in substance as the following approved form:

"It is agreed that this policy shall not be cancelled, or the amounts of coverage provided herein reduced until thirty (30) days after the Department of Parks and Recreation shall have received written notice of such cancellation or reduction."
7. No policy shall be accepted unless first approved by the Department of Parks and Recreation.
8. Rentee's policy shall be primary to any other insurance covering County of Hawai'i property.
9. Rentee shall provide the Department of Parks and Recreation with written notice on any policy change at least thirty (30) days before the change takes effect and direct its insurance carrier to provide the Department of Parks and Recreation with written notice of any policy change.

All policies, certificates, and endorsements shall be sent to the Department of Parks and Recreation, County of Hawai'i, 101 Pauahi Street, Suite 6, Hilo, Hawai'i, 96720.

Appendix B

INSURANCE REGULATIONS FOR LESSEES OF RODEO ARENA, RACETRACK AND RELATED FACILITIES

Lessee shall file with the County of Hawai'i, upon approval of the Facility Use Application for the Pana'ewa Equestrian Center, a copy of a policy of public liability, and property damage insurance in the following amounts:

1. One Million dollars (\$1,000,000) bodily injury each occurrence,
2. Two Million dollars (\$2,000,000) General aggregate,
3. One Million dollars (\$1,000,000) property damage,
4. Maximum of Five Hundred dollars (\$500) deductible clause permitted.
5. Such insurance shall be on a Primary and Non-Contributory basis with a Waiver of Subrogation in favor of the County of Hawai'i. County of Hawai'i and its officers and employees are included as an "Additional Insured" as respect work performed by, or on behalf of, the Insured.
6. Said policy shall contain a cancellation clause reading in substance as the following approved form:

"It is agreed that this policy shall not be cancelled, or the amounts of coverage provided herein reduced until thirty (30) days after the Department of Parks and Recreation shall have received written notice of such cancellation or reduction."
7. No policy shall be accepted unless first approved by the Department of Parks and Recreation.
8. Rentee's policy shall be primary to any other insurance covering County of Hawai'i property.
9. Rentee shall provide the Department of Parks and Recreation with written notice on any policy change at least thirty (30) days before the change takes effect and also direct its insurance carrier to provide the Department of Parks and Recreation with written notice of any policy change.


All policies, certificates, and endorsements shall be sent to the Department of Parks and Recreation, County of Hawai'i, 101 Pauahi Street, Suite 6, Hilo, Hawai'i, 96720.

CERTIFICATION

I, Clayton Honma, Director of the Department of Parks and Recreation of the County of Hawai'i, State of Hawai'i, do hereby certify:


- 1 That the foregoing is a full, true and correct copy of the amendments to the Rules and Regulations of the Department of Parks and Recreation on matters relating to the Pana'ewa Recreational Complex which were adopted on July 1, 2025, after a public hearing was held in Hilo on [insert date].
2. That notice of the public hearing on the foregoing rule, which included a statement of the substance of the proposed rule, was published in both the Hawai'i Tribune-Herald and the West Hawai'i Today on [insert date].
- 3 The Department believes that the amendments have no adverse effect to any identified Native Hawaiian traditional and customary practices. Furthermore, if there are any adverse effects to any identified Native Hawaiian traditional and customary practices such effects are minimal and, when balanced with the County of Hawai'i's regulatory right, is overwhelmingly outweighed by the County of Hawai'i's interest in regulating the safety of all parties and animals on property in the control of the County of Hawai'i.

Dated this 18th day of June, 2025



 CLAYTON HONMA, Director
 Department of Parks and Recreation
 County of Hawai'i

APPROVED.



 C. KIMO ALAMEDA
 Mayor
 County of Hawai'i

APPROVED AS TO FORM AND LEGALITY:



 ASOT Corporation Counsel
 County of Hawai'i

I hereby certify that the foregoing rules were received and filed in the Office of the County Clerk this 19th day of June 2025.



 County Clerk
 County of Hawai'i