

THE JUDICIARY  
STATE OF HAWAII

FORM: 91-86-93

APPLICATION FOR USE OF JUDICIARY FACILITIES

Date: \_\_\_\_\_

Applicant: \_\_\_\_\_

Organization: \_\_\_\_\_ Number of Participants: \_\_\_\_\_  
(THREE (3) or MORE SHERIFFS REQUIRED FOR 25 OR MORE)

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

The use of the following Facility: \_\_\_\_\_  
(BUILDING AND ROOM NUMBER)

is requested for \_\_\_\_\_ from: \_\_\_\_\_  
(DATE) (TIME)

for the purpose of \_\_\_\_\_

I, the undersigned, on behalf of the organization I represent, will be responsible for the proper care of the buildings, equipment, and facilities; the payment of the charges as shown below, assessed in accordance with the Judiciary policies and procedures; and complying with the conditions of use on the second page of this form. I further agree that all City and/or County ordinances and Judiciary policies as they relate to Fire Marshal's regulations, alcoholic beverages, police protection, etc., will be complied with. I understand that arrangements for police protection and payment for services must be made by me and that the names of the officer hired will be submitted at least two business days prior to the scheduled event.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FOR OFFICIAL USE ONLY:

USER CHARGE(S): \$ \_\_\_\_\_  
(Made payable to: DIRECTOR OF FINANCE, STATE OF HAWAII)

Received Check#: \_\_\_\_\_

INSURANCE REQUIRED: YES  NO

SECURITY SERVICES REQUIRED YES  NO

<u>FOR:</u>	<u>ESTIMATE:</u>	<u>ACTUAL:</u>
Custodial Services:	\$ _____	\$ _____
Utilities:	\$ _____	\$ _____
Others:	\$ _____	\$ _____
*SECURITY SERVICES:	\$ _____	\$ _____
(TWO SHERIFFS FOR MINIMUM TWO HOURS AT \$ _____ EACH)		

RECOMMENDED ACTION:

- APPROVED
- APPROVED with the following revision(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- DISAPPROVED

ACTION:

- APPROVED
- DISAPPROVED

\_\_\_\_\_  
DIVISION HEAD DATE

\_\_\_\_\_  
ADMINISTRATIVE DIRECTOR OF THE COURTS DATE

## CONDITIONS OF USE

**Cancellation.** The Judiciary reserves the right to cancel a previously approved application due to unforeseen Judiciary business. Any usage charge deposited will be returned to the applicant. The applicant may also cancel a reservation. However, any usage charge deposited will be returned only if the reservation is canceled prior to the date of use.

**Liability.** The user shall exercise due care for the public safety, and shall indemnify and hold harmless the Judiciary, its officers, agents and employees from and against all claims and demands for damages including claims for property damage, bodily injuries or death arising from, growing out of or caused by any act or omission on the part of the user, its officers, agents, members, or employees in connection with the privilege of using Judiciary property. The user shall complete and submit Form 91-86-94, "Statement Indemnifying Judiciary Against Liability Claim" together with this application. The Judiciary may require the user to obtain general liability insurance.

**Fixtures, burning and noise.** No sign, poster, fixture, or object of any kind shall be attached to any part of Judiciary property, unless prior approval has been received from the Judiciary. No burning of any kind shall be permitted, and no alcohol shall be served or consumed on the premises. Noise shall be kept to a minimum, and use shall cease if the noise is determined by the Judiciary to be excessive.

**Equipment and personnel.** The user shall provide all necessary equipment and personnel. The Judiciary is not obligated in any way to provide either equipment or services.

**Moving of property prohibited.** No Judiciary fixture, equipment, or furnishing of any kind shall be moved or removed for any reason, except that tables and chairs may be arranged to suit the occasion but it is the responsibility of the user to replace these items to their original positions.

**Precautions.** The user agrees to take necessary action and other precautions to prevent damage to Judiciary property and to ensure the safety of persons using Judiciary property.

**Security services.** Security personnel are required unless specifically waived by the Judiciary. Deputy sheriffs of the Department of Public Safety shall be used unless the Judiciary determines that police officers are required. The user shall be responsible to arrange for security services and shall provide the Judiciary with the names of the security officers at least two (2) business days prior to use of the facility. Additionally, the user shall be responsible to make payment for security services in accordance with the policies of the Office of the Sheriff or Police Department, as applicable. The Judiciary shall not be responsible for any aspect of the payment process or payment for security services.

**Damages and clean-up.** The user shall assume responsibility for any physical damage caused by or connected with the use of Judiciary property. All areas shall be left clean and all litter created by the user shall be collected and placed in trash containers. In the event of damage or uncleanness, the Judiciary will bill the user for the cost of correction or deficiencies.

**Form of payment.** Payments shall be by cash, money order, certified check, or cashier's check. Payments to the Judiciary shall be made payable to the Director of Finance, State of Hawaii and payments for security services shall be made in accordance with the procedures of the security services provider.

**Insurance.** Judiciary requires insurance for the use of State facilities and grounds in the following minimum insurance requirements:

1. All users shall have general liability of no less than \$500,000 per occurrence and \$1 million in the aggregate.
2. Users selling food items shall maintain products and completed operations coverage of no less than \$500,000 per occurrence and \$1 million in the aggregate.
3. Organizations operating motor vehicles shall maintain automobile liability of no less than \$500,000 per occurrence and \$1 million in the aggregate.
4. The Judiciary, State of Hawai'i, is to be named as additional insured.
5. Certificates of Insurance shall be provided to the Judiciary.
6. Liability waivers and indemnification agreements are required from all users.

State of Hawai'i Departments and/or agencies share the same insurances as Judiciary. Therefore, a Certificate of Insurance is not required. State of Hawai'i, City and County Departments and/or agencies may provide a self insured letter to fulfill the insurance requirements.

**THE JUDICIARY  
STATE OF HAWAI‘I**

FORM: 91-86-94  
[Rev: 03/2021]

**STATEMENT INDEMNIFYING JUDICIARY AGAINST LIABILITY CLAIM**

The undersigned individual(s), group and/or organization, his or their heirs, personal representative and assigns, or its officers, directors, members, agents, employees, successors and assigns, for and in consideration of the Judiciary, State of Hawai‘i permitting and allowing the use of the designated facilities jointly and severally agree(s) to indemnify and save harmless the Judiciary, State of Hawai‘i against any and all loss, liability, demands, claims, suits, actions or proceedings of every name, character and description which may be suffered or incurred by or brought against the Judiciary, State of Hawai‘i for or on account of any injuries or damages to any person or property received or sustained by any person, directly or indirectly, by or in consequence of the use of the facilities by the undersigned individual(s), groups and/or organization.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Organization (if applicable) \_\_\_\_\_

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

This one page, “Statement Indemnifying Judiciary Against Liability Claim,” dated \_\_\_\_\_ at the time of notarization, was executed in the \_\_\_\_\_ Circuit of the State of Hawai‘i.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Print Name and Commission Number

My commission expires: \_\_\_\_\_

**OR**

\_\_\_\_\_  
Division Head

\_\_\_\_\_  
Date