

## “PERMITTING SIGNAGE ON MTA COMMON AREA” AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by and between MILILANI TOWN ASSOCIATION, a Hawaii nonprofit corporation, (MTA), whose address is 95-303 Kaloapau Street, Mililani, Hawaii 96789, and \_\_\_\_\_, a non-profit organization (Requestor).

Organization’s Contact Person: \_\_\_\_\_ Event Description \_\_\_\_\_

Phone Numbers: (Work) \_\_\_\_\_ Cell Phone \_\_\_\_\_ Other \_\_\_\_\_

Mailing Address \_\_\_\_\_ Mililani, Hawaii 96789

Email Address \_\_\_\_\_

### WITNESSETH:

WHEREAS, MTA is the Requestor of Common Areas in Mililani Town on which the Requestor is seeking permission to place signs/banners to publicize its organization’s activities for a period not to exceed one (1) week from \_\_\_\_\_ to \_\_\_\_\_.

WHEREAS, MTA is willing to allow the Requestor to utilize the above described MTA Common Area for that purpose subject to the following conditions;

NOW THEREFORE, MTA and Requestor agrees as follows:

1. The Mililani Town Association, through its General Manager and at his discretion, shall determine which organization i.e. youth athletic groups, service organizations, not for profit groups, etc. whose primary objective is to provide an event/activity in Mililani Town that will service the MTA community and what types of signs or banners shall be permitted to be displayed on MTA common area. Activity of which the sign/banner represents must be held in Mililani Town.
2. Signs and banners shall be subject to the following:
  - a. A sample of the banner and sign shall be submitted to MTA for approval..
  - b. Each banner and sign shall be tastefully done.
  - c. The number of banners and signs shall be limited only one (1) per corner.
  - d. The number of banner/signs per organization shall be limited to not more than one (1) per intersection.
  - e. The number of banners will be limited to one (1) in Makai and one (1) in Mauka per non-profit organization.
3. Signs and/or banners shall be placed for a period of no longer than one (1) week, per agreement for posting within a 14 day period. Requestor is limited to not more than two (2) approved requests for posting within a 14 day period. Requestor shall remove all signs not more than 24 hours after the end of the agreed period for posting.
4. Requestor shall be responsible for placing and removing signs/banners. In the process of placing and removing said signs/banners, care shall be taken by the Requestor not to damage landscaping plants and/or irrigation systems. Requestor shall be liable for any such damage.
5. Commercial-related signs shall not be permitted. Commercial logos (sponsors) included on the non-profit organizations’ banners/signs shall not encompass more than 25% of the signage.
6. Each signage shall not exceed a total surface area of 25 sq. ft. i.e. a 5’ X 5’ sign or a 3-1/2’ X 7’ banner.
7. The requesting organization will be responsible for any fines or related expenses if MTA is named as defendant for violating any ordinances or laws related to the organization’s signs on MTA property.
8. A map of where the signs/banners will be placed on MTA common area will be provided along with a completed “Permitting Signage on MTA Common Area” Agreement.
9. The Mililani Town Association reserves its right and authority to rescind this signage placement on MTA common area privilege without advance notice or explanation.

10. Requestor shall use the MTA Common Area only for the purpose as described above and for no other purposes whatsoever.
11. Requestor shall indemnify, save, defend, and hold harmless, MTA, its officers, directors, employees, agents, and contractors from and against any and all claims, demands, causes of action, expenses, judgments, fines, settlements, or proceedings of any kind whatsoever arising out of or related to this Agreement, or the MTA Common Area, or Requestor's use of the MTA Common Area. MTA shall have the right to approve any defense, disposition or settlement of any matter being defended by or for MTA pursuant to any indemnity or defense obligation of Requestor. This Paragraph and the obligations of Requestor thereunder shall survive the expiration or termination of this Agreement.
12. Requestor shall be solely liable for any and all loss or damage to landscaping, irrigation system(s), and persons or property, including but not limited to any claim of personal injury or wrongful death, arising out of or related to this Agreement, or the MTA Common Area, or Requestor's use of the MTA Common Area.
13. This Paragraph and the obligations of Requestor thereunder shall survive the expiration or termination of this Agreement.
14. This Agreement is terminated upon expiration of the date and time indicated of the agreed use or upon removal of banners/signs from the MTA Common Areas by the Requestor, whichever is last.
15. In the event of any dispute arising out of or related to this Agreement or the enforcement of any provision hereof, the prevailing parties shall be entitled to recover all of its costs and expenses, including reasonable attorneys fees, incurred therein or in relation thereto.
16. Requestor may not sell, lease, assign, convey, or otherwise transfer this Agreement or any of its interests therein without the prior written consent of MTA, which may be withheld in MTA's sole and absolute discretion. Any attempted sale, lease, assignment, conveyance or other transfer of this Agreement without MTA's prior written consent as aforesaid is null and void and without effect.
17. Requestor accepts the MTA Common Area as is and with all faults whether patent or latent. MTA makes no warranties, express or implied, and specifically disclaims any such warranties, as to any matters with respect to the MTA Common Area, but not limited to fitness for Requestor's intended use, or any use whatsoever, state of condition or repair, and/or all other matters related to the MTA Common Area.
18. This Agreement contains the entire understanding between and among the parties and supercedes any prior or contemporaneous understandings and agreements among them respecting the subject matter of this Agreement. This Agreement may not be altered or amended except by a writing signed by all of the parties hereto. No parole evidence tending to vary or contradict any of the terms hereto shall be admissible in any proceeding arising out of or related to this Agreement.
19. This Agreement shall be construed in accordance with the law of the State of Hawaii. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
20. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and permitted assigns.

IN WITNESS THEREOF, the parties have executed this Agreement the day and year first above written.

MILILANI TOWN ASSOCIATION  
By \_\_\_\_\_

REQUESTOR(S)  
By \_\_\_\_\_.

Its \_\_\_\_\_

Its \_\_\_\_\_..

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

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

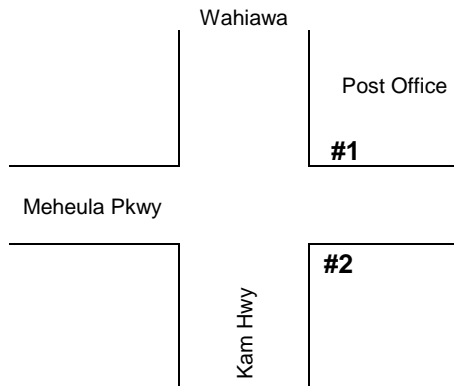
## SUGGESTED PLACEMENT OF BANNER/SIGN LOCATIONS

The parcels (locations) suggested below for placement of banners/signs are owned by the Mililani Town Association. Caution is requested when attaching and removing banners/signs so as not to damage the landscaping. For open field areas, when using poles and pegs or wire stand signs, be careful to avoid underground irrigation systems.

Please circle location number and type of banners/sign you will be using or placement of it.

### Makai MTA Common Area

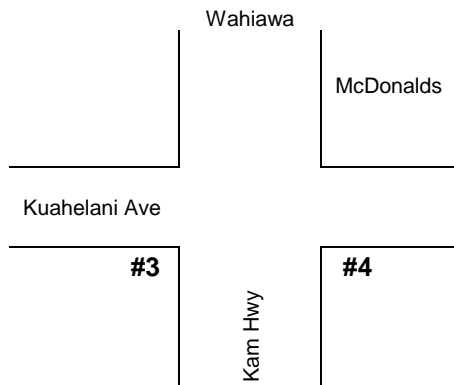
#### A. Kamehameha Hwy and Meheula Pkwy



- #1. Banner : Must use poles and guidelines to anchor or  
Wooden sandwich board or wire stand signs
- #2 Tie to Norfolk pine trees or  
Wire stand signs

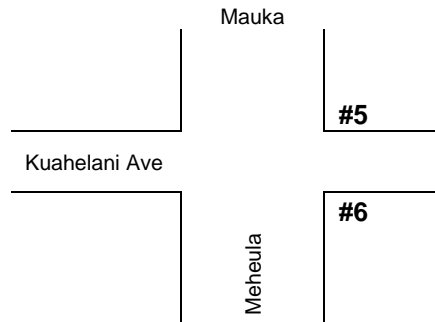
**\*\* NOTE: Kamehameha Hwy and Lanikuhana Avenue locations have been removed**

#### B. Corners of Kamehameha Hwy and Kuahelani Avenue



- #3. Tie to areca palm trees or Wooden sandwich board or Wire stand signs
- #4. Tie to areca palm trees or Wooden sandwich board or Wire stand signs

C. Corners of Kuahelani Avenue and Meheula Pkwy (closer to Mauka side)

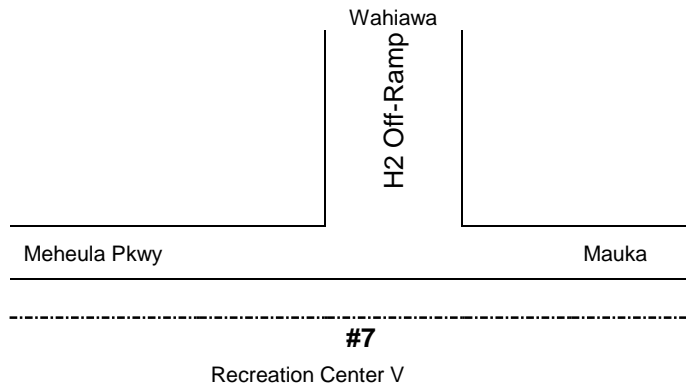


#5. Tie to areca palm trees or Wire stand sign

#6. Tie to areca palm trees or Wire stand signs

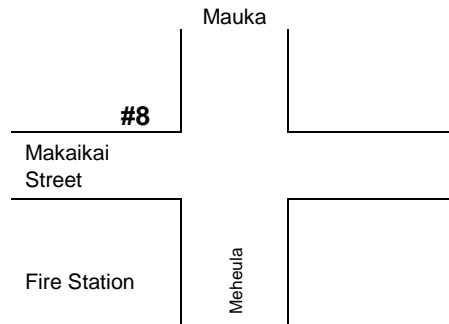
**Mauka MTA Common Areas**

A. Recreation Center V.



#7. Rec. Center V: **Tie to Norfolk tree** BEHIND fence

B. Meheula Pkwy and Makaikai Street



#8. (Opposite of the Mililani Fire Station) Tie to Norfolk trees or Wire stand signs

*Note: All corners on Meheula Pkwy and Ainamakua Drive are still privately owned by Castle & Cooke Homes Hawaii, Inc. and/or the respective townhouse association. MTA is not authorized to approve any placement of banners/signs at these locations.*