

STATE OF HAWAI‘I  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of Boating and Ocean Recreation  
Honolulu, Hawai‘i

March 9, 2018

Chairperson and Members  
Board of Land and Natural Resources  
State of Hawai‘i  
Honolulu, HI

Land Board Members:

SUBJECT: ADMINISTRATIVE ENFORCEMENT ACTION FOR VIOLATION OF  
HAWAII ADMINISTRATIVE RULE SECTION 13-255-6: WAIKIKI  
BEACH USES AND ACTIVITIES; RESTRICTIONS, AGAINST  
ISLANDS BEACH ACTIVITIES, INC. FOR DISPLAY OF  
ADVERTISING MATERIAL ON WAIKIKI BEACH.

SUMMARY:

This submittal requests that the Board of Land and Natural Resources (Board) find Islands Beach Activities, Inc. in violation of Hawai‘i Administrative Rule (HAR) § 13-255-6 Waikiki Beach uses and activities; restrictions, specifically subsection (c), which provides in part: “No person shall store, park, moor, place, or display any thing or personal property on or at Waikiki Beach for the purpose of engaging in, conducting, transacting, or soliciting business of any kind.” The Division of Boating and Ocean Recreation (DOBOR) recommends that the Board issue an administrative fine of ten thousand dollars (\$10,000.00) as authorized by Hawai‘i Revised Statutes (HRS) § 200-14.5(c).

DOBOR hereby alleges the following violations of HAR provisions by the following entity:

Against:	Islands Beach Activities, Inc.
Date of incidents:	October 4, 2017
Location of incidents:	Waikiki Beach, O‘ahu
Violations:	Two (2) counts of advertising on Waikiki Beach, in violation of HAR § 13-255-6: Waikiki Beach uses and activities; restrictions.
Recommended Penalty:	Administrative fine of ten thousand dollars (\$10,000.00) pursuant to HRS § 200-14.5(c).

INTRODUCTION

HAR § 13-255-6(c) prohibits any person from displaying any thing or personal property on or at Waikiki Beach for the purpose of engaging in, conducting, transacting, or soliciting business.

Department of Land and Natural Resources (DLNR) staff observed a sandwich board displayed on Waikiki Beach advertising Manu Kai catamaran tours in two separate instances.

Islands Beach Activities, Inc. (IBA) owns and operates the Manu Kai catamaran, U.S. Coast Guard documentation number 907938 (*see Exhibit 1*), and Mr. John Savio is President of IBA (*see Exhibit 2* for IBA business registration information). IBA has obtained a Waikiki Catamaran Registration Certificate (WCRC) from DOBOR (IBA's WCRC is contained in Officer Ahina's report, 18-0351-OA, attached hereto as **Exhibit 3**) and also holds a revocable permit (RP) from DOBOR (IBA's RP is attached hereto as **Exhibit 4**). Neither the WCRC nor the RP authorize IBA to display advertising material on Waikiki Beach or otherwise exempt IBA from the restrictions cited in HAR § 13-255-6(c).

### FACTUAL BACKGROUND

On October 4, 2017, DLNR staff and Division of Conservation and Resources Enforcement (DOCARE) officers walked Waikiki Beach, starting at the DOBOR Ala Wai small boat harbor office around 7:30am and heading in an easterly direction, to monitor for any violations of HAR restrictions.

October 4, 2017, approximately 9:30am: Staff noticed a sandwich board sign on the beach fronting the Moana Surfrider Hotel, displayed above the mean high water mark and directly in front of the Manu Kai catamaran, documentation number 907938. The sign showed tour types, prices, and contact information for "Manu Kai Catamaran." Staff explained to Manu Kai catamaran employees standing at the sign that display of the sign was a violation of HAR restrictions regarding Waikiki Beach because the sign constituted prohibited advertisement material on Waikiki Beach.

Staff did not document the sign with photographs for this first incident but instructed Manu Kai catamaran employees to remove the sign from the beach. Manu Kai catamaran employees were defiant to directions of staff and resisted instructions to remove the sign. After continued discussion and repeated directions to remove the sign, Manu Kai catamaran employees complied and moved the sign from the beach onto the Manu Kai catamaran. *See Exhibit 3* (DOCARE report 18-0351-OA) for Officer Ahina's report of the incident. This is the first alleged violation of HAR § 13-255-6(c).

October 4, 2017, approximately 10:00am: DLNR staff and DOCARE officers continued the beach monitoring walk in an easterly direction. DOCARE officers left to handle a separate unrelated incident, and DLNR staff turned around near the Honolulu Police Department Waikiki Substation to head back towards the DOBOR Ala Wai small boat harbor office. On this journey back to the Ala Wai small boat harbor office, staff noticed the same Manu Kai catamaran sign displayed on the beach around 10:00am. The sign was once again displayed around the same spot as the first incident, above the mean high water mark and in obvious defiance to staff directions from the earlier incident.

In this second incident, staff did not interact with Manu Kai catamaran employees and instead requested DOCARE officers to issue a citation to the captain of Manu Kai catamaran. Staff documented pictures of the sign and Manu Kai catamaran employees interacting with the public at the sign (attached hereto as **Exhibit 5**) while waiting for DOCARE officers to arrive. When DOCARE officers arrived around 10:30am, the Manu Kai catamaran had departed for a commercial tour, so officers were unable to issue a citation to the captain of Manu Kai catamaran.

Staff and officers made contact with employees of the neighboring catamaran, operated by Anela Kai Catamarans, Inc., a company for which Mr. Savio also serves as President (Anela Kai Catamarans, Inc. business registration information is attached hereto as **Exhibit 6**). Employees of the neighboring catamaran removed the sign and provided information to DOCARE officers for preparation of report 18-0351-OA. This is the second alleged violation of HAR § 13-255-6(c).

#### REGULATORY AUTHORITY FOR ENFORCEMENT

##### *I. Applicable Hawai‘i Administrative Rules Provisions:*

###### *A. Administrative Rule Violated*

HAR §13-255-6(c) prohibits, among other activities, the display of advertising material as follows:

(c) Storage, parking, and display prohibited. No person shall store, park, moor, place, or display any thing or personal property on or at Waikiki Beach for the purpose of engaging in, conducting, transacting, or soliciting business of any kind; provided that an outrigger canoe or sailing catamaran registered by the department pursuant to Hawaii ocean waters and shores rules may be placed, moored, or anchored below the mean high water mark.

###### *B. Relevant Definition*

HAR § 13-230-8 defines “Business” as “all professions, trades, occupations, and callings carried on for a profit or livelihood, every kind of commercial enterprise, and the operation of games, machines, or mechanical devices.”

##### *II. Administrative Fines Authorized for Violations of HAR § 13-256-39*

HAR § 13-230-4(b) provides:

(b) Except as otherwise provided by law, the board is authorized to set, charge, and collect administrative fines and to recover administrative fees and costs, including attorney’s fees and costs, or bring legal action to recover administration fines, fees and costs, including attorney’s fees and costs, or

payment for damages or for the cost to correct damages resulting from violation of subtitle 8 of title 12 or any rule adopted thereunder in accordance with section 200-14.5, Hawaii Revised Statutes. Each day or instance of violation shall constitute a separate offense.

HRS § 200-14.5(a) also affirms the Board's discretion to levy administrative fines:

(a) Except as otherwise provided by law, the board is authorized to set, charge, and collect administrative fines and to recover administrative fees and costs, including attorney's fees and costs, or bring legal action to recover administrative fines and fees and costs, including attorney's fees and costs, or payment for damages or for the cost to correct damages resulting from a violation of subtitle 8 of title 12 or any rule adopted thereunder. Each day or instance of violation shall constitute a separate offense.

HRS § 200-14.5(c) sets the limitations on fine amounts for all violations not involving pollution of the waters of the State as follows:

- (1) For a first violation or a violation beyond five years of a previous violation, a fine of not more than \$5,000;
- (2) For a second violation within five years of a previous violation, by a fine of not more than \$10,000; and
- (3) For a third or subsequent violation within five years of the last violation, by a fine of not more than \$15,000.

#### APPLICATION OF LAW AND RECOMMENDED PENALTY

*I. Manu Kai catamaran employees' actions of displaying a sign with tour types, prices, and contact information constitute advertising on Waikiki Beach and are therefore subject to administrative action.*

Based on the definitions in DOBOR administrative rules, Manu Kai catamaran employees displayed advertising material on Waikiki Beach for the purpose of soliciting business. Pictures taken by DLNR staff as well as the DOCARE report from the date of the incidents show that the Manu Kai catamaran sign displayed tour types, prices, and contact information for Manu Kai catamaran commercial tours.

*II. Manu Kai catamaran employees did not comply with HAR requirements and restrictions.*

Pursuant to HAR § 13-255-6(c), display of advertising material for the purpose of soliciting business is an administrative violation. Manu Kai catamaran employees were warned by DLNR staff of their violation and still chose to display the advertising material even after being instructed to remove the sign from the beach. The Manu Kai catamaran sign was displayed on Waikiki Beach above the mean high water mark and is not subject to any of the exceptions cited in HAR § 13-255-6(c).

*III. Maximum fine authorized by Hawaii Revised Statutes.*

Pursuant to HAR § 13-230-4(b), “[e]ach day or instance of violation shall constitute a separate offense.” As evidenced by the attached pictures and reports, in two instances DLNR staff observed the Manu Kai catamaran sandwich board sign advertising commercial tours displayed on Waikiki Beach, in violation of HAR § 13-255-6(c). IBA owns and operates the Manu Kai catamaran and can therefore be fined ten thousand dollars (\$10,000.00).

DOBOR staff recommends the maximum fine, as authorized by HRS § 200-14.5(c), be levied against IBA at this time. There are no mitigating factors that DOBOR staff believes would justify a lesser fine than the maximum fine for the violations listed above. DLNR staff warned IBA employees, explained the violation to them, and the employees still chose to display the advertising material even after being instructed to remove the sign from the beach.

DOBOR staff continuously receives reports of illegal commercial activity and believes that unless there are consequences for violating HRS and HAR provisions, people do not have an incentive to abide by the rules or directions of DLNR and its staff. As evidenced by Manu Kai catamaran employees' actions in re-displaying the sign, verbal warnings unfortunately have little to no effect on compliance, and DOBOR staff has decided to bring the matter before the Board for enforcement action. In order to send a strong message and curb present and future violations of the rules, DOBOR recommends that the Board issue the maximum fine of ten thousand dollars (\$10,000.00) to Islands Beach Activities, Inc.

RECOMMENDATIONS:

DOBOR requests that the Board:


1. Find that Islands Beach Activities, Inc. committed two administrative violations of HAR § 13-255-6(c).
2. Issue an administrative fine of ten thousand dollars (\$10,000.00) to Islands Beach Activities, Inc. for its violations of HAR § 13-255-6(c).

Respectfully submitted,



EDWARD R. UNDERWOOD, Administrator  
Division of Boating and Ocean Recreation

APPROVED FOR SUBMITTAL:

  
SUZANNE D. CASE, Chairperson  
Board of Land and Natural Resources

## Coast Guard Vessel Documentation

**Data found in current database.**

[illegible]

# DCCA State of Hawaii

Downloaded on November 30, 2017.

The information provided below is not a certification of good standing and does not constitute any other certification by the State.

Website URL: <http://hbe.ehawaii.gov/documents>

## Business Information

MASTER NAME	ISLANDS BEACH ACTIVITIES, INC.
BUSINESS TYPE	Domestic Profit Corporation
FILE NUMBER	31402 D1
STATUS	Active
PURPOSE	BEACH SERVICES AND ACTIVITIES
PLACE INCORPORATED	Hawaii UNITED STATES
INCORPORATION DATE	Jul 26, 1976
MAILING ADDRESS	1525 WILDER AVE 1007 HONOLULU, Hawaii 96822 UNITED STATES
TERM	PER
AGENT NAME	JOHN SAVIO
AGENT ADDRESS	1525 WILDER AVE 1007 HONOLULU, Hawaii 96822 UNITED STATES

## Annual Filings

FILING YEAR	DATE RECEIVED	STATUS
2017	Jul 5, 2017	Processed
2016	Jul 25, 2016	Processed
2015	Aug 4, 2015	Processed
2014	Jul 18, 2014	Processed
2013	Jul 2, 2013	Processed
2012	Aug 3, 2012	Processed
2011	Sep 27, 2011	Processed
2010	Sep 27, 2011	Processed
2009	Jul 13, 2009	Processed
2008	Jul 10, 2008	Processed
2007	Sep 12, 2007	Processed
2006	Jul 21, 2006	Processed
2005	Sep 9, 2005	Processed
2004	Jul 9, 2004	Processed
2003	Sep 3, 2003	Processed
2002		Not Required
2001		Processed
2000		Processed
1999		Processed

## Officers

## Exhibit 2

NAME	OFFICE	DATE



SAVIO,JOHN	P/D	Aug 27, 2009
SAVIO,FARIYAL	V	Jul 1, 2017

## Stocks

DATE	CLASS	SHARES	PAID SHARES	PAR VALUE	STOCK AMOUNT
Dec 31, 1988	COMMON	1,000	1,000		

## State of Hawaii | Department of Land and Natural Resources | Division of Conservation and Resources Enforcement

INVESTIGATION # 18-0351-QA	District District I - East	Lead Investigator Ahina, Jazzel	Report Status In Progress	Key Report <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Date/Time Reported 10/04/2017 10:25AM	Location Waikiki Beach	Classification Waikiki Beach Restrictions	Connecting Reports	

## Incident &amp; Report Control Form

DOCARE-5 (Rev. 8/03)

## A. COMPLAINT

Taken By: Jazzel Ahina  
How Taken: On Beat

Reported Date/Time 10/04/2017 10:25AM

Complainant: Pua Ali

Home

Work

Cell

Phone:

Address:

HI

Incident Summary Description:

Suspect:

Vehicle/Vessel:

Location: Waikiki Beach

Location Notes: Waikiki Beach fronting the Westin Moana Surfider

Occurred From: 10/04/2017 10:25AM

Occurred To:

## B. REPORT CONTROL

Branch: Oahu  
District: District I - East Honolulu  
Lead Investigator: Jazzel Ahina  
Date Assigned: 10/04/2017 02:21PM

## C. NOTES/DISPOSITION/OTHER INFO

## State of Hawaii | Department of Land and Natural Resources | Division of Conservation and Resources Enforcement

INVESTIGATION # 18-0351-OA	District District I - East	Lead Investigator Ahina, Jazzel	Report Status In Progress	Key Report <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Date/Time Reported 10/04/2017 10:25AM	Location Waikiki Beach	Classification Waikiki Beach Restrictions	Connecting Reports	

## Investigation Report

BASIC	1. CLASSIFICATION Waikiki Beach Restrictions						2. SOURCE On Beat		
	3. COMPLAINANT'S NAME Pua Aiu			4. SEX Female	5. RACE	6. AGE	7. BIRTH DATE	8. OCCUPATION	
	9. ADDRESS HI			10. PLACE EMPLOYED/SCHOOL ATTENDING DLNR Cultural Resources Manager		11. HOME	12. WORK	13. CELL	
	14. LOCATION OF INCIDENT/INTERSECTING STREET Waikiki Beach fronting the Moana Surfrider					15. DATE/TIME OCCURRED 10/04/2017 10:25AM		16. DATE/TIME REPORTED 10/04/2017 10:25AM	
VEHICLES	17. TYPE	18. YEAR	19. MAKE	20. MODEL	21. COLOR	22. LICENSE / HA No.		23. LENGTH	24. STOLEN
	25. REGISTERED OWNER		26. ADDRESS			27. HOME	28. WORK	29. CELL	
	30. NOTES								
	31. TYPE	32. YEAR	33. MAKE	34. MODEL	35. COLOR	36. LICENSE / HA No.		37. LENGTH	38. STOLEN
PEOPLE	39. REGISTERED OWNER		40. ADDRESS			41. HOME	42. WORK	43. CELL	
	44. NOTES								
	45. NAME Puaalakalani Aiu			46. SEX Female	47. RACE	48. AGE	49. BIRTH DATE	50. OCCUPATION Cultural Resources Mar	
	51. CATEGORY Complainant		52. ADDRESS 1151 Punchbowl St., Honolulu, HI, 96813				53. HOME	54. WORK 808-587-1497	55. CELL
SYNOPSIS	56. NAME Meghan Statts			57. SEX Male	58. RACE	59. AGE	60. BIRTH DATE	61. OCCUPATION Oahu District Manager	
	62. CATEGORY Complainant		63. ADDRESS 4 Sand Island Access Road, Honolulu, HI, 96819				64. HOME	65. WORK 808-587-1966	66. CELL
	67. NAME Alexander MCBARNETT			68. SEX Male	69. RACE	70. AGE	71. BIRTH DATE	72. OCCUPATION Conservation State Poli	
	73. CATEGORY Witness		74. ADDRESS				75. HOME	76. WORK 808-587-0077	77. CELL
78. SYNOPSIS Refer to Key Report #18-0351-OA attached									
WRITER	79. REPORT WRITTEN BY Ahina, Jazzel		80. BADGE No. 257	81. DATE/TIME WRITTEN 10/06/2017 09:23AM		82. SUPERVISOR APPROVING Caldelira, Donovan		83. DATE/TIME APPROVED 10-14-17	84. BADGE No. 2
85. DISPOSITION									

## State of Hawaii | Department of Land and Natural Resources | Division of Conservation and Resources Enforcement

INVESTIGATION # 18-0351-OA	DISTRICT District I - East Honolulu	LEAD INVESTIGATOR Jazzel Ahina	KEY REPORT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DATE / TIME REPORTED 10/4/2017 10:25:00 AM	LOCATION Waikiki Beach	CLASSIFICATION Waikiki Beach Restrictions	CONNECTING REPORT(S)

Report Type: ☐ Continuation of Report ☒ Supplemental ☐ Follow Up  
 Date/Time Written: 10-4-17 / 1145  
 Written By: Ahina, Jazzel *gco*

## Report

**ASSIGNMENT/ARRIVAL:**

I am currently assigned as a Conservation and Resource Enforcement Officer with the State of Hawaii, Department of Land and Natural Resources here-in after referred to as (DLNR), Division of Conservation and Resource Enforcement, here-in after referred to as (DOCARE).

On 10-04-2017 at approximately 0900 hours, **OFC. MCBARNET**, **OFC. KAMAUU** and I were assigned to assist **Meghan STATTS** (DOBOR Oahu District Manager), **Puaalaokalani AIU** (DLNR Cultural Resources Manager) and **Todd TASHIMA** (DOBOR legal fellow) in addressing Waikiki Beach violations.

**OFFICER(S) ON-BEAT OBSERVATIONS:**

At approximately 0930 hours, I made contact with **STATTS**, **AIU** and **TASHIMA** at the Royal Hawaiian hotel beach and pool desk. As we proceeded towards the Moana Surfrider, **AIU** and **STATTS** initially observed two males standing next to a display posted in the sand fronting the Moana Surfrider, located above the high water mark directly in front of the MANU KAI Catamaran. On the display, advertised several different commercial activities with times and rates for adults and children in violation of HAR 13-255-6(c).

As I made contact with the Moana Surfrider beach attendants, **OFC. MCBARNET**, **STATTS** and **AIU** educated and verbally warned two unknown catamaran workers in violation of HAR 13-255-6(c) and asked them to remove the display, which they did.

After concluding Waikiki Beach violations, **AIU**, **STATTS** and **TASHIMA** proceeded on foot back towards the Ala Wai Small Boat Harbor. During that time, **AIU** and **STATTS** observed the same display posted in the sand. **STATTS** notified me via phone.

Ahina, Jazzel  
Officer

*gco*

257  
Badge No.

10-5-17 / 0945  
Date / Time

**State of Hawaii | Department of Land and Natural Resources | Division of Conservation and Resources Enforcement**

<b>INVESTIGATION #</b> 18-0351-OA	<b>DISTRICT</b> District I - East Honolulu	<b>LEAD INVESTIGATOR</b> Jazzel Ahina	<b>KEY REPORT</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>DATE / TIME REPORTED</b> 10/4/2017 10:25:00 AM	<b>LOCATION</b> Waikiki Beach	<b>CLASSIFICATION</b> Waikiki Beach Restrictions	<b>CONNECTING REPORT(S)</b>

**Report (Continued)****APPROACH MADE:**

At approximately 1030 hours, I made contact with **STATTS**. Upon approach, I observed the Manu Kai depart and head seaward. I made contact with staff at neighboring boat who removed the sign and provided some information. The captain and owner was not present at the time.

**WARNING ISSUED:**

On 10-5-17 at approximately 1450 hours, I made contact via phone with business partner, **Fariyal SAVIO** who stated recently taking over the business. At that time, I educated and issued **SAVIO** a verbal warning in violation of HAR 13-255-6(c).

**SAVIO** understood and agreed

**VIOLATION:**

Refer to HAR 13-255-6(c) submitted

**COMPLAINANT STATEMENT:**

Refer to DOCARE 252 submitted

**FOLLOW-UP REPORT:**

Refer to **OFC. MCBARNET** follow-up report attached

**PHOTOGRAPHIC REPORT:**

Refer to DOCARE photographic report submitted

**DISPOSITION:**

Referred to DLNR Land Board

Ahina, Jazzel  
Officer

*Jazzel Ahina*

257  
Badge No.

10-5-17 / 0945  
Date / Time

**State of Hawaii | Department of Land and Natural Resources | Division of Conservation and Resources Enforcement****INVESTIGATION #**  
18-0351-OA**DISTRICT**  
District I - East Honolulu**LEAD INVESTIGATOR**  
Jazzel Ahina**KEY REPORT**  
☒ Yes ☐ No**DATE / TIME REPORTED**  
10/4/2017 10:25:00 AM**LOCATION**  
Waikiki Beach**CLASSIFICATION**  
Waikiki Beach Restrictions**CONNECTING REPORT(S)****Report Description:** Waikiki Beach Restrictions**Date/Time Taken:** 10-04-17 / 1036**Taken By:** Ahina, Jazzel **Scene:** Waikiki Beach (facing Moana Surfrider)**Equipment:** Dept. issued phone**Weather Conditions:** Clear**Lighting:** Sunny**Focus:** Normal**1 Display posted on Waikiki Beach**

## State of Hawaii | Department of Land and Natural Resources | Division of Conservation and Resources Enforcement

INVESTIGATION #  
18-0351-OADISTRICT  
District I - East HonoluluLEAD INVESTIGATOR  
Jazzel AhinaKEY REPORT  
☒ Yes ☐ NoDATE / TIME REPORTED  
10/4/2017 10:25:00 AMLOCATION  
Waikiki BeachCLASSIFICATION  
Waikiki Beach Restrictions

CONNECTING REPORT(S)

## 2 Right side of display posted with commercial activities, times and rates



## State of Hawaii | Department of Land and Natural Resources | Division of Conservation and Resources Enforcement

INVESTIGATION #  
18-0351-OADISTRICT  
District I - East HonoluluLEAD INVESTIGATOR  
Jazzal AhinaKEY REPORT  
☒ Yes ☐ NoDATE / TIME REPORTED  
10/4/2017 10:25:00 AMLOCATION  
Waikiki BeachCLASSIFICATION  
Waikiki Beach Restrictions

CONNECTING REPORT(S)

## 3 Left side of display posted with commercial activities, times and rates





## Unofficial Compilation

§13-255-5 Definitions. As used in this part, unless the context clearly indicates otherwise:

"Business" means all activities engaged in or caused to be engaged in by any person or legal entity with the object of making a profit or obtaining an economic benefit either directly or indirectly.

"Chairperson" means the chairperson of the board of land and natural resources of the State of Hawaii or a duly authorized representative or subordinate.

"Department" means the department of land and natural resources of the State of Hawaii.

"Person" means any individual, partnership, firm, society, incorporated association, joint venture, group, hui, joint stock company, corporation, trustee or any other legal entity.

"Rules" means the Rules Governing Hawaii Ocean Waters, Navigable Streams and Beaches of the department of land and natural resources, State of Hawaii.

"State" means the State of Hawaii.

"Waikiki Beach" means any and all lands along the shores of the island of Oahu from the Diamond Head boundary of the Elks Club (Tax Map Key No. 3-1-32-6) to the Diamond Head boundary of Fort DeRussy (Tax Map Key No. 2-6-05), seaward of line "A" as shown on exhibit "A" and described in exhibit "B", dated July 13, 1965, and located at the end of this chapter, over which the State of Hawaii now has or hereafter acquires an easement for the use of the public as a bathing beach and for passing over and along by foot. [Eff 2/24/94] (Auth: HRS §§200-2, 200-3, 200-4) (Imp: HRS §§200-2, 200-3, 200-4)

§13-255-6 Waikiki Beach uses and activities; restrictions. (a) Permitted activities. Waikiki Beach is open to public use for sunbathing, foot traffic, swimming, and other activities which, when engaged in, will not unduly disrupt others from enjoying the beach.

## Unofficial Compilation

(b) Business operations, soliciting prohibited. No person shall engage in, conduct, transact, or solicit business of any kind on or at Waikiki Beach.

(c) Storage, parking, and display prohibited. No person shall store, park, moor, place, or display any thing or personal property on or at Waikiki Beach for the purpose of engaging in, conducting, transacting, or soliciting business of any kind; provided that an outrigger canoe or sailing catamaran registered by the department pursuant to Hawaii ocean waters and shores rules may be placed, moored, or anchored below the mean high water mark.

(d) Structures and obstructions prohibited. No person shall construct, erect, place, deposit, or set up any building, structure, booth, wall, obstruction, or any improvement of any kind, whether temporary, portable, or permanent in nature, on or at Waikiki Beach, except such as may be approved by the department for sporting events, public safety, or for beach construction, repairs, preservation, or cleaning. In addition to any other available remedies, the department may remove, raze, or demolish the same wherever found at Waikiki Beach.

(e) Ball, etc., playing and kite flying prohibited. No person shall throw, cast, catch, kick, or strike any type of ball, frisbee, or other similar object while on or at Waikiki Beach. No person shall fly a kite of any kind while on or at Waikiki Beach. [Eff 2/24/94] (Auth: HRS §§200-2, 200-3, 200-4) (Imp: HRS §§200-2, 200-3, 200-4, 200-06)

§13-255-7 Penalties. Any person who is guilty of violating these rules shall be fined not more than \$10,000 as provided in section 200-14, Hawaii Revised Statutes. [Eff 2/24/94] (Auth: HRS §§200-2, 200-3, 200-4) (Imp: HRS §200-14)

§13-255-8 Powers of arrest. Any law enforcement officer or any duly authorized employee, agent, or representative of the department who observes any

DLNR CONSERVATION ENFORCEMENT STATEMENT FORM Report No. 18-0351-0A

Statement of: <u>Pualoa Kalani D. Aiu</u>		Classification: <u>Waikiki Beach Restrictions</u>
Address: <u>Kalanimoku Bldg, 1151 Punchbowl Street</u>		Date of Occurrence: <u>October 4, 2017</u>
Occupation: <u>Program Manager, DLNR</u>		
Res. Ph.: <u>[REDACTED]</u>	Bus. Ph.: <u>808-587-1497</u>	Employer: <u>State of Hawaii, DLNR</u>
Location of Interview:		

Please give a detailed statement answering all of the following questions:

- |  |  |   |
|--|--|---|
| 1. What <b>DATE</b> and <b>TIME</b> did it happen? | 5. <b>WHAT</b> happened?                           | 9. <b>DID YOU IDENTIFY</b> any suspects? Explain. |
| 2. <b>WHERE</b> did it happen?                     | 6. <b>HOW</b> did it happen?                       | 10. <b>DID YOU IDENTIFY</b> any weapons? Explain. |
| 3. <b>WHO</b> was involved?                        | 7. <b>WHY</b> did it happen (prior events/causes)? | 11. ... any property? Explain.                    |
| 4. What <b>WITNESSES</b> do you know of?           | 8. <b>ANY OTHER</b> relevant information?          | 12. ... any vehicles? Explain.                    |

The undersigned freely and voluntarily provides the following statement:

See attached sheets.

I have read this statement prepared by myself which consists of this typed/handwritten page and 1 continuation page(s), and have been given the opportunity to make corrections thereon. I attest that this statement is true and correct to the best of my knowledge, and that I gave this statement freely and voluntarily without coercion or promise of reward.

Pualoa Kalani D. Aiu  
Signature

Joseph A. Aiu  
Investigator's Signature

Date: 10/5/17Time: 1:19pmDate: 10/5/17Time: 1400

### Manu Kai signs on the Beach

On October 4, 2017, DLNR staff Pua Aiu, from the Chair's Office, and Meghan Statts and Todd Tashima, from DOBOR were walking Diamond Head on Waikiki Beach in order to check on the illegal storage of surfboards in front of the Moana Hotel, as well as the illegal renting of these surfboards. DOCARE officers Jazzel Ahina, Alex McBurnett, and Preston Kai Kamaau accompanied the staff. At around 9:25 staff noticed a sandwich board for the catamaran, "Manu Kai." Pua Aiu asked them to take the sandwich board down. They complied after asking why their board could not remain. Aiu told them that signs with advertising were not allowed on the public portions of Waikiki Beach.



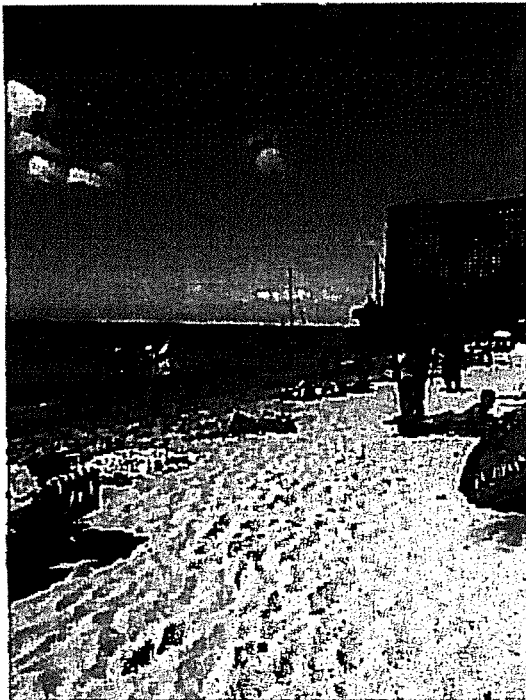
Manu Kai Sign.

DLNR staff continued along the beach to the location of the illegally stored surfboards, and confiscated the boards. This took about twenty minutes, after which time Aiu, Statts and Tashima started to walk back toward the Ala Wai Small Boat Harbor. When they reached the edge of the Moana Hotel, they noticed that the Manu Kai sign had been put back up. They phoned DOCARE Officer Ahina, to let her know that they wanted to cite the Manu Kai for a violation of 13-255 (c). Aiu, Statts and Todd waited near the City and County snack shop at the Diamond Head end of the Moana Hotel Property for Officer Ahina to arrive.



Picture taken at 9:58 am from Diamond Head end of Moana Hotel, facing west. Sign is in vicinity of guys with the pink shirts.

Officer Ahina arrived at about 10:30, and everyone walked to the Manu Kai sign, which was in the vicinity of the Outrigger Hotel end of the Moana Hotel.



Manu Kai leaving for tour. Picture taken at 10:30.

By this time, the catamaran had left on its first tour, so a staff person from the neighboring boat, owned by the same person as the Manu Kai, was asked to come over and provide some information. He removed the sign to his boat and referred DOCARE officers to his captain, who came over to talk to us. The captain noted that the owners were not around to sign the citation. He also said that his was the only boat that did not have a sign. Statts explained that signs were not allowed on Waikiki Beach.

After a discussion on how to proceed with the enforcement, Aiu, Statts and Todd continued walking toward the Ala Wai Boat Harbor and the DOCARE officers went to their trucks parked near the Duke Kahanamoku Statue.

SEP 29 17PM 2:1600R AOM

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF BOATING AND OCEAN RECREATION

WAIKIKI CATAMARAN REGISTRATION CERTIFICATE

Date: 09/22/17 Certificate No.: n/a Account No.: [REDACTED]

This Waikiki Catamaran Registration Certificate (hereinafter referred to as the "Registration Certificate") authorizes ISLANDS BEACH ACTIVITIES, INC. As Registration Certificate Holder (hereinafter referred to as the "Registrant") to conduct catamaran tours and to land its commercial catamaran on Waikiki beach, located on the island of Oahu, and to operate for hire on the ocean waters of the State of Hawaii, in the South Oahu Ocean Recreation Management Area or non-designated management area, to commence on 10/01/17 and to expire on 09/30/18 unless terminated for cause.

Copies of the following exhibits are submitted for review and the record (if applicable):

- Vessel Documentation and/or Vessel Registration
- Vessel Certificate of Inspection
- General Excise Tax License
- Certificate of commercial insurance policy naming the State of Hawaii as an additional insured, containing sufficient coverage limits and meeting all other requirements as outlined in Hawaii Administrative Rules § 13-231-65
- Certificate of Good Standing from DCCA
- PUC for vehicle(s), if applicable
- Any relevant permits or letters of permission allowing you to access ocean waters from the shoreline, if applicable. Please note: if you cross county, state or private land, and/or conduct commercial activities therein, you may be required to obtain a permit from the landowner. Issuance of a Registration Certificate from DOBOR does not grant you transit rights to access the shoreline or conduct commercial activities on shore.

1. The Registrant agrees to abide by all applicable Federal, State, and County laws and all boating and shore water rules promulgated by the Department of Land and Natural Resources (referred to as the Department). In addition to any fines or penalties a court of law may impose, any violation(s) of the provisions of the aforementioned laws or rules may cause this permit to be terminated by the Department of Land and Natural Resources Division of Boating and Ocean Recreation (the "Department") by written order of its Representative, and the vessel or operation shall immediately cease commercial activity.
2. The Registrant agrees to operate the vessel or equipment described in this permit in accordance with all applicable rules and regulations regarding passenger-carrying capacity and commercial vessel activities.
3. When applicable, the Registrant agrees to present proof, upon request, of Coast Guard certification for the vessel(s) registered with the Department.
4. Pursuant to and in accordance with HAR §§ 13-251-53 and 13-253-1.1, the monthly fee for this Waikiki Catamaran Registration Certificate for all Registrants who also possess a Revocable Permit for public land or other Board of Land and Natural Resources approval to use public land in connection with this Certificate shall be the greater of Two Hundred and 00/100 Dollars (\$200) or Three Percent (3%) of Registrant's gross receipts per month.

5. Pursuant to and in accordance with HAR §§ 13-253-1.1 and 13-253-1.2, the monthly fee for this Waikiki Catamaran Registration Certificate for all Registrants who do not possess a Revocable Permit for public land or other Board of Land and Natural Resources approval to use public land in connection with this Certificate shall be the greater of Two Hundred and 00/100 Dollars (\$200) or Three Percent (3%) of the gross receipts per month except as indicated below:
- A permittee possessing a harbor commercial use permit and a commercial use permit for state ocean waters or a navigable stream or a catamaran registration certificate, who is paying 3 per cent of gross receipts per month under the harbor commercial use permit, shall not be required to pay an additional 3 per cent of gross receipts per month under the commercial use permit for state ocean waters or a navigable stream or a catamaran registration certificate, provided that the payment made to the department is based on the total of gross receipts acquired under the harbor commercial use permit and the commercial use permit for state ocean waters or a navigable stream or a catamaran registration certificate.
  - A permittee possessing a commercial use permit for state ocean waters or a navigable stream or a catamaran registration certificate who is operating from a private or County facility or land and said operation does not involve the use of state fast land or land within a shoreline area, shall be required to pay \$200 per month by the first day of each month under the commercial use permit or registration certificate, but shall be exempt from paying 3 per cent of gross receipts per month under the commercial use permit or registration certificate.
- The foregoing fees are subject to change pursuant to and in accordance with amendments made to Hawaii Revised Statutes and/or Hawaii Administrative Rules.
6. The fees stated above are due and payable to DOBOR as follows:
- Registrants paying a flat fee of two-hundred dollars (\$200.00) shall pay their monthly fee on or before the first day of the month without notice or demand.
  - Registrants paying 3 percent (3%) of gross receipts shall submit to the department a report of gross receipts not later than the end of the month following the reported month. The report of gross receipts shall be submitted on a form provided by and acceptable to the department.
  - Failure to submit the report of gross receipts or delinquency in the payment of any fees as required may result in suspension or revocation of this Registration Certificate.
7. During scheduled events pursuant to a marine event permit or other official permission and authorized by the State or U.S. Coast Guard, vessel(s) or operations issued catamaran registrations may be required to adjust their schedules or temporarily cease activity as directed by the Department.
8. The Registrant agrees to notify the Department in writing of any changes concerning ownership, address, vessel inventory or operator(s) of a vessel(s) within 7 days of the date of change. Failure to promptly notify the Department of any changes may cause this registration to be terminated by the Department.
9. The Registrant shall at all times use due care for public safety and shall defend, hold harmless and indemnify the State of Hawaii, its officers, agents and employees from and against all claims or demands, including claims for property damage, personal injury or death arising out of or incident to the operation of said vessel or operation.
10. The registration charges are for the privilege of operating a commercial vessel or operation in state navigable waters in the manner stated above. Any other use of harbor/ramp facilities or services must be requested and approved separately.



11. The duration of this Registration Certificate shall not exceed the period of 1 year from the date of commencement pursuant to and in accordance with HAR §§ 13-251-42 and 13-251-43.
12. The Department may immediately suspend a Registration Certificate without a hearing for activity that endangers or may endanger the health or safety of passengers or the public. Subject to HAR § 13-251-49, the Department may suspend a Registration Certificate for violation of any rules of the Department, if the activity or offense is not corrected following seventy-two (72) hours' notice by the Department of the violation. The registration holder shall have ten (10) days from receipt of the notice of suspension to request in writing an administrative hearing. The administrative hearing is solely for the purpose of allowing the registration holder to contest the basis for suspension of the Registration Certificate.
13. This Registration Certificate shall be kept in the immediate possession of the Registrant or its agent(s), or at a place of safekeeping in the immediate vicinity of the permitted activity at all times when operating under this Registration Certificate and Registrant or its agent(s) shall display the same upon the demand of a Federal, State, or County Enforcement Officer, or representative of the Department.
14. Gross Receipts Defined: Gross receipts shall include all receipts, whether by coin or currency, on account, by check or credit card, derived or received by the Registrant as a result of its operation herein granted and shall include the sales prices received or billed by the Registrant from the sale or rental of its equipment/or services of catamaran tours. The Registrant shall not be credited with, nor allowed to have any reduction in the amount of the gross receipts, as hereinabove defined, which results from any arrangements for illegal rebates or kickbacks or hidden credits given or allowed to customers.
15. Business Practices and Records: In connection with the obligations of the Registrant, the Registrant hereby agrees to:
  - a. Prepare and keep for a period of not less than three (3) years following the end of each permit year adequate records which shall show daily receipts from all sales and other transactions by the Registrant. The Registrant shall record at the time of sale, in the presence of the customer, all receipts from sales or other transactions, whether for cash or credit. The Registrant shall issue to each customer a receipt or sales slip for each transaction, and must be recorded on serially-numbered receipts or sales slips. The Registrant further agrees to keep in storage for at least one (1) year following the termination, suspension, or revocation of the permit, all pertinent original sales records, serially-numbered sales slips and such other sales records, as would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of the Registrant's sales and gross receipts.
  - b. Submit to the Department on or before the 30th day of each and every month following each permit month (including the 30th day of the month following the end of the term) at the place fixed for payment of permit fees, a written statement using forms prescribed by the Chairperson of the Department of Land and Natural Resources to be certified as correct by the Registrant or by a person duly authorized by the Registrant to so certify showing in accurate detail, the amount of gross receipts for the preceding month and shall further submit to the Department on or before the 60th day following the end of each permit year at the place fixed for payment of fees, a written statement certified as correct by the Registrant or by a person duly authorized by the Registrant to so certify showing in accurate detail the amount of gross receipts during the preceding year duly verified by an independent Certified Public Accountant. The statements referred to herein shall be in such a form and style and contain such detail and breakdowns as the Department may require. Without any prejudice to any remedies herein provided for such default, if the Registrant shall fail to promptly furnish any such monthly report or Certified Public Accountants Annual Verification report, the Department may have such report prepared on the Registrant's behalf by an accountant to be selected by the Department, at the expense of the Registrant. The Registrant shall furnish to such accountant all records requested for the purpose of preparing such reports, and the Registrant shall pay to the Department all expenses incurred by the Registrant in securing such reports.

Furthermore, the Department may make assessments upon the Registrant by recourse to such procedures selected by the Department which would produce reasonable gross receipts expectation upon which percentage charges may be computed.

In the event that records have not been prepared and kept in accordance with the provisions set forth herein, the Department shall, in addition to all other payments required herein, be entitled to demand and receive an additional payment of ten percent (10%) of the applicable fee if the Registrant is paying fees based on percentage for the period or periods involved. Registrant shall grant unto the Department at all reasonable times access to all books, accounts, records and reports, including gross income tax reports, showing daily sales and at any reasonable times on twenty-four (24) hours' notice will permit a complete audit to be made by the Department's Account or by a Certified Public Accountant of the Registrant's entire business affairs and records relating to the business authorized by this permit for the term of this permit.

The Registrant will cooperate fully in the making of any inspection, examination or audit. Should such audit by the Department's Accountant or by a Certified Public Accountant disclose that rental has been underpaid by two percent (2%) or more for any period under examination, the Department shall, in addition to the remedies provided in the above, be entitled to reimbursement of the reasonable cost of any such audit in addition to the deficiency. If such audit by the Department's Accountant or by a Certified Public Accountant shall disclose that rent has been underpaid by five percent (5%) or more for the period under examination, the Department shall have the right, upon ten (10) days written notice to terminate this permit.

16. This Registration Certificate does not grant any property rights or exclusive privileges.
17. The Department reserves the right to impose further restrictions.
18. Restrictions:
  - This permit does not authorize any cash transactions taking place on Waikiki Beach at any time.

I AGREE TO THE TERMS, CONDITIONS AND CHARGES:

Address

City/State

Business Phone

(808) 308-3544

Email Address

Cellular Phone

Fax Number

Signed by (Authorized Representative)

Print Name FABIAL D SAUJO

Date Signed: Sept 29/17

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF BOATING AND OCEAN RECREATION

BY:

DATE:



**APPLICATION FOR  
COMMERCIAL USE PERMIT**  
Division of Boating and Ocean Recreation  
Department of Land & Natural Resources, State of Hawaii



### 1. PERMIT INFORMATION

Island (✓one): ☐ Hawaii ☐ Kauai ☐ Lanai ☐ Maui ☐ Molokai ☒ Oahu

Location: WAIKIKI

Mooring Permit #:

Usage Type (✓one): ☐ Ramp Use ☒ Commercial Use ☐ Vessel Moored Elsewhere  
☐ Charter Bare Boat ☐ Charter Sail ☐ Photo

#### OFFICE USE ONLY

Date Received:

SEP 8'17AM 10:43BDR

Received By:

P.K.

### 2. APPLICANT INFORMATION (Responsible Party)

Name (Last): SAVIO (First): JOHN (M.I.): G Suffix:

Date of Birth:  Gender: ☐ Female ☒ Male Occupation: PRESIDENT/OWNER

Employer: ISLANDS BEACH ACTIVITIES, INC.

Phone (business): (808) 223-8735

(home):

Email:

Mailing Address:

Apt. #:

Billing Address (if different than mailing address): SAME AS ABOVE

Apt. #:

City:

State:

Zip Code:

### 3. BUSINESS INFORMATION

Business Name: ISLANDS BEACH ACTIVITIES, INC. Website: snorkel/manukai.com

Business Role of Contact Person: ☐ Owner ☒ Administrator ☐ Coordinator ☐ Authorized Agent

Contact Name (Last): SAVIO (First): FARTYAL (M.I.): D Suffix:

Date of Birth:  Phone (business): (808) 308-3544 Phone (mobile):

Business Address:  Room/Suite #:

Address Line 2:

City:

### 4. VESSEL OWNER INFORMATION

☒ Check if Same as Applicant

Owner's Name (Last):  (First):  (M.I.):  Suffix:

Date of Birth:

Gender: ☐ Female ☐ Male

Phone:

Co-owner's Name (Last):  (First):  (M.I.):  Suffix:

Date of Birth:

Gender: ☐ Female ☐ Male

Phone:



Division of Boating and Ocean Recreation  
Department of Land & Natural Resources  
State of Hawaii



# APPLICATION FOR COMMERCIAL USE PERMIT (Continued)

## 5. VESSEL INFORMATION

Vessel Name: MANU KAI CATAMARAN Port of Registry: HONOLULU

Documentation Type: ☐ Vessel Registration ☒ Coast Guard Documentation ☐ Other: \_\_\_\_\_

Registration or Doc. No. 907938 Expiration Date: 05/31/2018

Hull Manufacturer: KNIGHT & KAPVER Year Built: 1986 Length Overall: 43 (feet) (inches)

Hull ID#: MUHHB4200986 Number of Hulls: 2 Length Over Deck: 43 (feet) (inches)

Hull Color: YELLOW Cabin Color: YELLOW Draft of Vessel: 2 (feet) (inches)

Top Deck Color: WHITE Trim Color: BLUE Beam of Vessel: 22 (feet) (inches)

Master of Vessel: \_\_\_\_\_ Tonnage License #: \_\_\_\_\_ Passenger Capacity: 49

This vessel is currently located (☒ one and complete): \_\_\_\_\_ Recertification Due Date: 06/19/2020

☒ In a Berth at (Harbor): \_\_\_\_\_ In (Berth Number): FW

☐ Moored/Anchored on (Island): \_\_\_\_\_ at (Location): KEWALO HARBOUR

☐ On a Trailer on (Island): \_\_\_\_\_ at (Location): \_\_\_\_\_

## 6. VESSEL TYPE AND PROPULSION

Vessel Type (check one): ☐ Open Motorboat ☐ Motor Vessel (more than 65) ☒ Sailing Vessel ☐ Houseboat ☐ Runabout  
☐ Aux. Powered Sailing Vessel ☐ Cabin Motorboat ☐ Thrillcraft ☐ Other: \_\_\_\_\_

Principle Use (check one): ☐ Pleasure ☐ Charter Fishing ☐ Commercial Fishing ☒ Commercial Passenger  
☐ Dealer or Manufacturer ☐ Commercial Other: \_\_\_\_\_

Primary Propulsion Type (check one): ☒ Sail ☐ Power ☐ None ☐ Other: \_\_\_\_\_

If Power, Engine Type: ☐ Inboard ☒ Outboard ☐ Inboard/Outboard ☐ None ☐ Other: \_\_\_\_\_

Engine Manufacturer: HONDA Horsepower: 50 Number of Engines: 2

If Sail, Rigging Type: ☒ Sloop ☐ Schooner ☐ Three-Masted Schooner ☐ Four-Masted Schooner ☐ Ketch ☐ Brig  
☐ Brigantine ☐ Barque ☐ Barquentine ☐ Fully Rigged Ship ☐ Snow ☐ Yawl ☐ Cutter ☐ Clipper

Aux. Propulsion Type: ☐ Sail ☒ Power ☐ None ☐ Other: \_\_\_\_\_

Engine Manufacturer: HONDA Horsepower: 50 Number of Engines: 2

Fuel Type (check one): ☐ Diesel ☐ Electric ☒ Gas ☐ Other (specify): \_\_\_\_\_

## 7. AGREEMENT & SIGNATURE

I agree to comply with the provisions of the Hawaii  
Administrative Rules as promulgated by the Division of  
Boating and Ocean Recreation applicable to this permit.

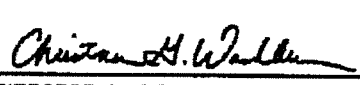
Signature of Applicant

Date

09/07/2017

DHS, USCG, CG-1270 (REV. 06-04)

**UNITED STATES OF AMERICA**OMB APPROVED  
1625-0127**DEPARTMENT OF HOMELAND SECURITY  
UNITED STATES COAST GUARD****NATIONAL VESSEL DOCUMENTATION CENTER****CERTIFICATE OF DOCUMENTATION**

<b>VESSEL NAME</b> MANU KAI		<b>OFFICIAL NUMBER</b> 907938	<b>IMO OR OTHER NUMBER</b> MUHKB4200986	<b>YEAR COMPLETED</b> 1986	
<b>HAILING PORT</b> HONOLULU HI		<b>HULL MATERIAL</b> FRP (FIBERGLASS)		<b>MECHANICAL PROPULSION</b> YES	
<b>GROSS TONNAGE</b> 10 GRT	<b>NET TONNAGE</b> 9 NRT	<b>LENGTH</b> 43.0	<b>BREADTH</b> 21.6	<b>DEPTH</b> 6.0	
<b>PLACE BUILT</b> SAN DIEGO CA (HULL) SAN DIEGO CA (COMPLETED)					
<b>OWNERS</b> ISLANDS BEACH ACTIVITIES INC		<b>OPERATIONAL ENDORSEMENTS</b> COASTWISE			
<b>MANAGING OWNER</b> ISLANDS BEACH ACTIVITIES INC [REDACTED]					
<b>RESTRICTIONS</b> NONE					
<b>ENTITLEMENTS</b> NONE					
<b>REMARKS</b> None					
<b>ISSUE DATE</b> MAY 15, 2017		 <b>DIRECTOR, NATIONAL VESSEL DOCUMENTATION CENTER</b>			
<b>THIS CERTIFICATE EXPIRES</b> MAY 31, 2018					



This certificate is not valid for operation of the vessel until the vessel is marked with the name, official number, and hailing port as shown on the certificate. The original certificate must be kept aboard the vessel at all times when in operation and must be presented upon the demand of federal, state or local officials for law enforcement purposes. Vessels with only a recreational endorsement may not engage in commercial trade.

Documented vessels may be registered by states for tax and other purposes and may be required to display a state decal. This certificate is valid for one year. Renewal is the responsibility of the owner. This certificate must be surrendered to the National Vessel Documentation Center (NVDC), 792 T J Jackson Drive, Falling Waters, West Virginia 25419, upon a change in ownership, change in state of incorporation, or a change in any other element shown on the certificate other than change of address. This certificate is invalid for any vessel other than one documented solely for recreation when the vessel is placed under the command of a person who is not a citizen of the U.S. The vessel and its equipment are liable to seizure and forfeiture to the U.S. government and the owner is liable for a civil penalty of not more than \$10,000.00 per violation. Each day of a continuing violation is a separate violation.

Any change in address of the managing owner must be reported promptly to the NVDC. You may contact us at (304) 271-2400.

**Note:** The certificate on the face of this document is not conclusive evidence of title in any proceeding where ownership is in issue. Complete records are on file at the NVDC. The sale or transfer section below is provided for convenience only.

#### SALE OR TRANSFER OF VESSEL

100% OF THE VESSEL IDENTIFIED HEREIN IS SOLD (TRANSFERRED) BY THE OWNER(S) NAMED ON THE FACE OF THIS CERTIFICATE TO THE FOLLOWING PERSON(S). ADDRESS MUST BE INCLUDED.

IF SOLD (TRANSFERRED) TO MORE THAN ONE PERSON, THE PURCHASER(S)/TRANFEREE(S) ARE TENANTS IN COMMON, EACH OWNING AN EQUAL UNDIVIDED INTEREST, UNLESS OTHERWISE INDICATED HEREIN: CHECK ONLY ONE OF THE FOLLOWING BLOCKS TO SHOW ANOTHER FORM OF OWNERSHIP.

- ☐ JOINT TENANCY WITH RIGHT OF SURVIVORSHIP ☐ TENANCY BY THE ENTIRETIES ☐ COMMUNITY PROPERTY  
☐ OTHER

SIGNATURE OF SELLER(S)/TRANSFEROR(S) OR PERSONS SIGNING ON BEHALF OF SELLER(S)/TRANSFEROR(S):

DATE SIGNED:

NAME(S) OF PERSON(S) SIGNING ABOVE, AND LEGAL CAPACITY IN WHICH SIGNED (E.G. OWNER, AGENT, TRUSTEE, EXECUTOR)

ACKNOWLEDGMENT (TO BE COMPLETED BY NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED BY A LAW OR A STATE OR THE UNITED STATES TO TAKE OATHS.)

ON \_\_\_\_\_ THE PERSON(S) NAMED  
 (DATE)

STATE:

COUNTY:

ABOVE ACKNOWLEDGED EXECUTION OF THE FOREGOING INSTRUMENT  
 IN THEIR STATED CAPACITY(IES) FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC  
 MY COMMISSION EXPIRES:

#### PRIVACY ACT STATEMENT

IN ACCORDANCE WITH 5 USC 552(A), THE FOLLOWING INFORMATION IS PROVIDED TO YOU WHEN SUPPLYING PERSONAL INFORMATION TO THE U.S. COAST GUARD:

- AUTHORITY:** SOLICITATION OF THIS INFORMATION IS AUTHORIZED BY 46 USC CHAPTER 313 AND 46 CFR, PART 67.
- THE PRINCIPAL PURPOSES** FOR WHICH THIS INSTRUMENT IS TO BE USED ARE:
  - TO PROVIDE A RECORD, AVAILABLE FOR PUBLIC INSPECTION AND COPYING, OF THE SALE OR OTHER CHANGE IN OWNERSHIP OF A VESSEL WHICH IS DOCUMENTED, WILL BE DOCUMENTED, OR HAS BEEN DOCUMENTED PURSUANT TO 46 USC, CHAPTER 121.
  - RETENTION FOR EXAMINATION BY GOVERNMENTAL AUTHORITIES AND MEMBERS OF THE GENERAL PUBLIC.
- THE ROUTINE USE** WHICH MAY BE MADE OF THIS INFORMATION INCLUDES DEVELOPMENT OF STATISTICAL DATA CONCERNING DOCUMENTED VESSELS.
- DISCLOSURE** OF THE INFORMATION REQUESTED ON THIS FORM IS VOLUNTARY. HOWEVER, FAILURE TO PROVIDE THE INFORMATION COULD PRECLUDE FILING OF A BILL OF SALE AND DOCUMENTATION OF THE VESSEL NAMED HEREIN PURSUANT TO 46 USC CHAPTER 121. MOREOVER, BILLS OF SALE WHICH ARE NOT FILED ARE NOT DEEMED TO BE VALID AGAINST ANY PERSON HAVING ACTUAL KNOWLEDGE OF THE SALE. (46 USC 11371 (A)).

AN AGENCY MAY NOT CONDUCT OR SPONSOR, AND A PERSON IS NOT REQUIRED TO RESPOND TO A COLLECTION OF INFORMATION UNLESS IT DISPLAYS A VALID OMB CONTROL NUMBER.

THE COAST GUARD ESTIMATES THAT THE AVERAGE BURDEN FOR THIS FORM IS 20 MINUTES FOR COMPLETING AND 5 MINUTES FOR FILING. YOU MAY SUBMIT ANY COMMENTS CONCERNING THE ACCURACY OF THIS BURDEN ESTIMATE OR ANY SUGGESTIONS FOR REDUCING THE BURDEN TO: U.S. COAST GUARD, NATIONAL VESSEL DOCUMENTATION CENTER, 792 T J JACKSON DRIVE, FALLING WATERS, WEST VIRGINIA 25419 OR OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (1625-0077), WASHINGTON, DC 20503.

**AQ 512038422419**



United States of America  
Department of Homeland Security  
United States Coast Guard

Certification Date: 19 Jun 2015  
Expiration Date: 19 Jun 2020  
IMO Number:

# Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT  
Ex Name MANU KAI CATAMARAN also MANU KAI also MANU KAI CATAMARAN

Vessel Name MANU KAI	Official Number 907938	Call Sign WDF2778	Service Passenger (Inspected)
Hailing Port HONOLULU HI	Hull Material FRP (Fiberglass)	Horsepower 100	Propulsion Gasoline Outboard
Place Built SAN DIEGO, CA UNITED STATES	Delivery Date 23Oct1986	Gross Tons R-10 I-	Net Tons R-9 I- DWT Length R-43 I-

Owner  
ISLANDS BEACH ACTIVITIES INC

Operator  
ISLANDS BEACH ACTIVITIES INC

This vessel must be manned with the following licensed and unlicensed personnel. Included in which there must be  
0 certified lifeboatmen, 0 certified tankermen, 0 HSC type rating, and 0 GMDSS Operators.

1 Master	0 Master & 1st Class Pilot	0 Radio Officer(s)	0 Chief Engineer	0 QMED/Rating
0 Chief Mate	0 Mate & 1st Class Pilot	0 Able Seamen/ROANW	0 1st Asst. Engr/2nd Engr.	0 Oilers
0 2nd Mate/OICNW	0 Lic. Mate/OICNW	0 Ordinary Seamen	0 2nd Asst. Engr/3rd Engr.	
0 3rd Mate/OICNW	0 1st Class Pilot	2 Deckhands	0 3rd Asst. Engr.	
			0 Lic. Engr.	

In addition, this vessel may carry 49 passengers, 0 other persons in crew, 0 persons in addition to crew, and no others. Total persons allowed: 52

Route Permitted and Conditions of Operation:

---Lakes, Bays, and Sounds plus Limited Coastwise---

PACIFIC OCEAN, STATE OF HAWAII, SOUTHERN AND WESTERN COASTS OF THE ISLAND OF OAHU BETWEEN A LINE EXTENDING SOUTH BY SOUTHWEST FROM KOKO HEAD TO A LINE EXTENDING SOUTHWEST FROM KAENA POINT, NOT MORE THAN 20 MILES FROM A HARBOR OF SAFE REFUGE, NOT MORE THAN 3 MILES FROM SHORE.

IF THE VESSEL IS AWAY FROM THE DOCK OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR A PERIOD EXCEEDING 12 HOURS IN ANY 24 HOUR PERIOD, AN ALTERNATE MASTER AND CREW SHALL BE PROVIDED.

ONE CHILD SIZE LIFE PRESERVER SHALL BE PROVIDED FOR EACH PERSON WEIGHING LESS THAN 90

\*\*\*SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION\*\*\*

With this Inspection for Certification having been completed at Honolulu, HI, the Officer in Charge, Marine Inspection, Honolulu certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Quarterly Reinspections				This certificate issued by:
Date	Zone	A/P/Q	Signature	
12SEP16	400MS	A	[Signature]	U. S. MULLINS CDR, USCG, BY DIRECTION Officer in Charge Marine Inspection Honolulu Inspection Zone
05SEP17	400NO	A	[Signature]	
-	-	-	-	
-	-	-	-	

POUNDS.

MASTERS LICENSE MUST HAVE AUXILIARY SAIL ENDORSEMENT.

## ---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
Drydock	30Jun2017	12Jun2015	03May2013

## ---Stability---

Letter	Approval Date /	Office/
	24May2010	CG MSC

## ---Lifesaving Equipment---

	Number Persons		Required
Total Equipment for	52		Life Preservers(Adult)
Lifeboats(Total)	0	0	Life Preservers(Child)
Lifeboats(Port)*	0	0	Ring Buoys(Total)
Lifeboats(Starbd)*	0	0	With Lights*
Motor Lifeboats*	0	0	With Line Attached*
Lifeboats W/Radio*	0	0	Other*
Rescue Boats/Platforms	0	0	Immersion Suits
Inflatable Rafts	0	0	Portable Lifeboat Radios
Life Floats/Buoyant App	0	0	Equipped with EPIRB?
Inflatable Bouyant App(IBA)	0	0	(* included in totals)

## ---Fire Fighting Equipment---

Number of Fireman Outfits/ 0

\*Fire Extinguishers - Hand portable and semi-portable\*

Qty	Class Type
1	B-I
1	B-II

\*\*\*END\*\*\*



18-0351-OA

**FOLLOW UP****ASSIGNMENT/ARRIVAL:**

10-04-17 from 0745hrs to 1145hrs., OFC J.AHINA, OFC. P. KAMAUU and myself assigned to enforcement sweep at Waikiki Beach to assist DLNR/Boating Manager Meaghan STATTS and DLNR Cultural Manager Pua AIU.

**SCENE:**

Waikiki Beach, Fronting Moana Surfrider hotel.

**OBSERVATIONS:**

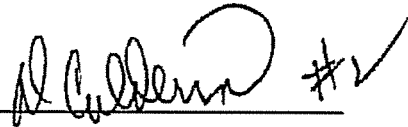
At around 0900hrs., I observed an advertisement from posted sign from an unknown catamaran company. STATTS stated that the advertising was illegal and asked business to take sign down. Unknown catamaran workers cooperative.

**DISP:**

Refer to key report submitted by OFC J.AHINA.



OFC. ALEX MCBARNET #225

APP: 

## State of Hawaii | Department of Land and Natural Resources | Division of Conservation and Resources Enforcement

INVESTIGATION # 18-0351-OA	District District I - East	Lead Investigator Ahina, Jazzel	Report Status In Progress	Key Report <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Date/Time Reported 10/04/2017 10:25AM	Location Waikiki Beach	Classification Waikiki Beach Restrictions	Connecting Reports	

**WARNINGS**

Issuing Officer Ahina, Jazzel 8.0 . Issue Date/Time 10/05/2017 02:50PM

Defendant Savio, Fanyal (Suspect)

**Notes****Violation**

13-255-6(c) WAIKIKI BEACH: STORING/PARKING/DISPLAYING  
PROHIBITED

**Activity Code**

1720 Ocean Waters, Navigable Waters, Beaches

**Vehicle**

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF BOATING AND OCEAN RECREATION

REVOCABLE PERMIT NO. 44

KNOW ALL MEN BY THESE PRESENTS:

This Agreement (hereinafter referred to as the "Permit") is executed this 15<sup>th</sup> day of NOVEMBER, 2016, (the Permit is a continuation pursuant to HRS Sec. 171-55 of Revocable Permit No. 29 executed on October 1, 2015), by and between the STATE OF HAWAII, hereinafter referred to as the "State," by its Board of Land and Natural Resources, hereinafter called the "Board," ISLANDS BEACH ACTIVITIES, INC., a Hawaii corporation, hereinafter called the "Permittee," whose mailing address is Post Office Box 88551, Honolulu, Hawaii 96815. The parties agree that commencing on the 1<sup>st</sup> day of October, 2016, ("commencement date"), Permittee is permitted to enter and occupy, on a month-to-month basis only, pursuant to section 171-55, Hawaii Revised Statutes, that certain parcel of public land (and any improvements located thereupon) situate at Waikiki, Honolulu, Oahu, Hawaii, tax map key no. (1) 2-6:seaward, of which approximate loading location in particular to Permittee is indicated on the list designated as Exhibit "A" and delineated on the map designated as Exhibit "B," both attached hereto and made parts hereof, being a portion of Governor's Executive Order No. 1786, which parcel is hereinafter referred to as the "Premises."

THIS PERMIT IS GRANTED UNDER THE FOLLOWING CONDITIONS:

A. The Permittee shall:

1. Occupy and use the Premises for the following specified purposes only:  
To embark and disembark passengers on Waikiki Beach and for the placing and installation of permanent anchoring systems in Waikiki Beach to secure commercial catamaran in the Premises.
2. Pay, at the Department of Land and Natural Resources, Division of Boating and Ocean Recreation, 4 Sand Island Access Road, Honolulu, Hawai'i 96819, monthly rent by and through the payment required in Hawaii Administrative Rules sections 13-251-53(a) and 13-253-1.1 in the sum of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) or THREE PERCENT (3%) of gross monthly sales, whichever is greater, with a gross receipts report that shall be submitted monthly. The monthly rental payment shall be satisfied by payment of the Waikiki Catamaran Registration Certificate Fee. The monthly percentage rental shall be paid prior to the end of the month following the month within which the gross income is received. In addition, each percentage rental shall be



accompanied by a gross receipt report on a form approved by the Department of Land and Natural Resources.

The interest rate on any unpaid or delinquent rentals shall be at one per cent (1%) per month.

If monthly rent is not received at the above address on or before the first day of the month for which it is due, then a service charge of FIFTY AND NO/100 DOLLARS (\$50.00) a month for each delinquent payment shall be assessed and payable. The service charge is in addition to interest on unpaid or delinquent rentals. Interest shall not accrue on the service charge.

Payment of such service charge shall not excuse or cure any default by Permittee under this Permit.

3. Upon execution of this Permit, deposit FOUR HUNDRED AND NO/100 DOLLARS (\$400.00) with the Board an amount equal to two times the minimum monthly rental stated above in paragraph 2, as security for the faithful performance of all of these terms and conditions. The deposit will be returned to the Permittee upon termination or revocation of this Permit, if and only if all of the terms and conditions of this Permit have been observed and performed to the satisfaction of an authorized representative of the Department of Land and Natural Resources ("DLNR"). Otherwise, the deposit may, at the option of an authorized representative of the DLNR be applied toward payment of any amounts owed hereunder, without waiving any of the Board's other rights hereunder.
4. At the Permittee's own cost and expense, keep any government-owned improvements located on the Premises insured against loss by fire and other hazards, casualties, and contingencies, for the full insurable value of those improvements. The policies shall name the State of Hawaii as an additional insured and loss payee and shall be filed with the DLNR. In the event of loss, damage, or destruction of those improvements, the DLNR shall retain from the proceeds of the policies those amounts it deems necessary to cover the loss, damage, or destruction of the government-owned improvements and the balance of those proceeds, if any, shall be delivered to the Permittee.
5. Give the Board twenty-five (25) calendar days notice, in writing, before vacating the Premises.
6. At its own cost and expense, observe, perform and comply with all laws, ordinances, rules and regulations of all governmental authorities now or at any future time during the term of this Permit applicable to the Premises.

including, without limiting the generality of the foregoing, the Americans with Disabilities Act of 1990 and all regulations promulgated with respect thereto, as well as any other laws, ordinances, rules and regulations imposing any requirements that the Premises be made accessible to persons with disabilities; and, release and indemnify the State of Hawaii against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of any of said laws, ordinances, rules and regulations or of this covenant.

7. Repair and maintain all improvements now or hereafter on the Premises.
8. Obtain the prior written consent of the Board before making any major improvements.
9. Keep the Premises and improvements in a clean, sanitary, and orderly condition.
10. Not make, permit, or suffer, any waste, strip, spoil, nuisance or unlawful, improper, or offensive use of the Premises.
11. At all times with respect to the Premises, use due care for public safety.
12. Procure and maintain, at its own cost and expense, in full force and effect throughout the term of this Permit, general liability insurance, or its equivalent, with an insurance company or companies licensed or authorized to do business in the State of Hawaii with an AM Best rating of not less than "A-" or other comparable and equivalent industry rating, in an amount of at least \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, and with coverage terms acceptable to the Chairperson of the Board. The policy or policies of insurance shall name the State of Hawaii as an additional insured and a copy of the policy or other documentation required by the State shall be filed with the DLNR. The insurance shall cover the entire Premises, including all buildings, improvements, and grounds and all roadways or sidewalks on or adjacent to the Premises in the use or control of the Permittee.

Prior to entry and use of the Premises or within fifteen (15) days after the commencement date of this Permit, whichever is sooner, furnish the State with a policy(s) or other documentation required by the State showing the policy(s) to be initially in force, keep the policy(s) or other documentation required by the State on deposit during the entire Permit term, and furnish a like policy(s) or other documentation required by the State upon each renewal of the policy(s). This insurance shall not be cancelled, limited in scope of coverage, or nonrenewed until after thirty (30) days written notice has been given to the State. The State may at any time require the

Permittee to provide the State with copies of the insurance policy(s) that are or were in effect during the permit period.

The State shall retain the right at any time to review the coverage, form, and amount of the insurance required by this Permit. If, in the opinion of the State, the insurance provisions in this Permit do not provide adequate protection for the State, the State may require Permittee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The State's requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The State shall notify Permittee in writing of changes in the insurance requirements and Permittee shall deposit copies of acceptable insurance policy(s) or other documentation required by the State thereof, with the State incorporating the changes within thirty (30) days after receipt of the notice.

The procuring of the required policy(s) of insurance shall not be construed to limit Permittee's liability under this Permit nor to release or relieve the Permittee of the indemnification provisions and requirements of this Permit. Notwithstanding the policy(s) of insurance, Permittee shall be obligated for the full and total amount of any damage, injury, or loss caused by Permittee's negligence or neglect connected with this Permit. It is agreed that any insurance maintained by the State will apply in excess of, and not contribute with, insurance provided by Permittee's policy.

The insurance policy(s) or other documentation required by the State shall be mailed to:

State of Hawaii  
Department of Land and Natural Resources  
Division of Boating and Ocean Recreation  
4 Sand Island Access Road  
Honolulu, Hawaii 96819

13. In case the State shall, without any fault on its part, be made a party to any litigation commenced by or against the Permittee (other than condemnation proceedings), the Permittee shall pay all costs, including reasonable attorney's fees, and expenses incurred by or imposed on the State.
14. The Permittee shall pay all costs, including reasonable attorney's fees, and expenses which may be incurred by or paid by the State in enforcing the covenants and agreements of this Permit, in recovering possession of the Premises, or in the collection of delinquent rental, taxes, and any and all other charges.



B. Additional Conditions:

1. This Permit is issued and effective on a month-to-month basis. The Permit shall automatically terminate one year from the commencement date, unless earlier revoked as provided below, provided further that the Board may allow the Permit to continue on a month-to-month basis for additional one year periods. Any such extension shall have the same terms and conditions as this Permit, except for the commencement date and any amendments to the terms, as reflected in the Board minutes of the meeting at which the Board acts. Permittee agrees to be bound by the terms and conditions of this Permit and any amendments to this Permit so long as Permittee continues to hold a permit for the Premises or continues to occupy or use the Premises.
2. The Board may revoke this Permit for any reason whatsoever, upon written notice to the Permittee at least thirty (30) calendar days prior to the revocation; provided, however, that in the event payment of rental is delinquent for a period of ten (10) calendar days or more, this Permit may be revoked upon written notice to the Permittee at least five (5) calendar days prior to the revocation.
3. If the Permittee fails to vacate the Premises upon revocation or termination of the Permit, the Permittee shall be liable for and shall pay the previously applicable monthly rent, computed and prorated on a daily basis, for each day the Permittee remains in possession.
4. If the Permittee fails to vacate the Premises upon revocation or termination of the Permit, the Board, by its agents, or representatives, may enter upon the Premises, without notice, and at Permittee's cost and expense remove and dispose of all vehicles, equipment, materials, or any personal property remaining on the Premises, and the Permittee agrees to pay for all costs and expenses of removal, disposition, or storage.
5. Any major improvements, erected on or moved onto the Premises by the Permittee shall remain the property of the Permittee and the Permittee shall have the right, prior to the termination or revocation of this Permit, or within an additional period the Board in its discretion may allow, to remove the improvements from the Premises; provided, however, that in the event the Permittee shall fail to remove the improvements prior to the termination or revocation of this Permit or within an additional period the Board in its discretion may allow, the Board may, in its sole discretion, elect to retain the improvements or may remove the same and charge the cost of removal and storage, if any, to the Permittee.
6. The Board reserves the right for its agents or representatives to enter or cross any portion of the Premises at any time.

7. This Permit or any rights hereunder shall not be sold, assigned, conveyed, leased, mortgaged, or otherwise transferred or disposed of.
8. Permittee has inspected the Premises and knows the conditions thereof and fully assumes all risks incident to its use.
9. The acceptance of rent by the Board shall not be deemed a waiver of any breach by the Permittee of any term, covenant, or condition of this Permit nor of the Board's right to declare and enforce a forfeiture for any breach, and the failure of the Board to insist upon strict performance of any term, covenant, or condition, or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment of any term, covenant, condition, or option of this Permit.
10. The use and enjoyment of the Premises shall not be in support of any policy which discriminates upon any basis or in any manner that is prohibited by any applicable federal, state, or county law.
11. Permittee shall not cause or permit the escape, disposal, or release of any hazardous materials except as permitted by law. Permittee shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the Premises any such materials except to use in the ordinary course of Permittee's business, and then only after written notice is given to the Board of the identity of such materials and upon the Board's consent, which consent may be withheld at the Board's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Permittee, then the Permittee shall be responsible for the costs thereof. In addition, Permittee shall execute affidavits, representations and the like from time to time at the Board's request concerning the Permittee's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by Permittee.

Permittee agrees to release, indemnify, defend, and hold the State of Hawaii, the Board, and their officers, employees, and agents harmless from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the use or release of hazardous materials on the Premises occurring while Permittee is in possession, or elsewhere if caused by Permittee or persons acting under Permittee. These covenants shall survive the expiration, revocation, or termination of the Permit.

For the purpose of this Permit "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material,



hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.


12. Permittee shall release, indemnify, defend, and hold harmless the State of Hawaii, its officers, agents, and employees from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the Permittee or the Permittee's employees, agents, officers, or invitees under this Permit. The provisions of this paragraph shall remain in full force and effect notwithstanding the revocation, expiration, or termination of this Permit. The purchase of liability insurance shall not relieve Permittee of the obligations described herein.
13. Unless otherwise agreed by the Board in its sole discretion, payments received will be applied first to attorneys' fees, costs, assessments, or other costs incurred or paid by the Board with respect to the Premises, next to service charges or interest, next to any other charges due or owing under the Permit, next to delinquent monthly rent, and next to current rent.
14. Any notice required or permitted to be given hereunder shall be in writing, given by personal delivery or by first class mail, postage prepaid. Notice to Permittee shall be delivered or addressed to the address stated above. Notice to State of Hawai'i shall be delivered or addressed to the Chairperson of the Board at 1151 Punchbowl Street, Room 130, Honolulu, Hawai'i 96813. Mailed notices shall be deemed given upon actual receipt, or two business days following deposit in the mail, postage prepaid, whichever occurs first. Either party may by notice to the other specify a different address for notice purposes, provided that Permittee's mailing address shall at all times be the same for both billing and notice. In the event there are multiple Permittees hereunder, notice to one Permittee shall be deemed notice to all Permittees.
15. The Permittee shall be in compliance with Chapter 343, Hawaii Revised Statutes.
16. The Permit is subject to the Hawaii Administrative Rule section 13-251-53, Waikiki catamarans; mooring of, of which said Hawaii Administrative Rule is recited and incorporated into the Board of Land and Natural Resources board submittal dated September 23, 2016, and attached hereto and made a part hereof, as Exhibit "C." The application for a temporary variance to assigned moorings contained in Hawaii Administrative Rule section 13-251-53(e) is satisfied either by: email or facsimile to the

Division of Boating and Ocean Recreation describing the nature of the conditions and need for temporary relocation, or, direct telephone contact to the Division of Boating and Ocean Recreation provided that telephone contact is followed by a confirmatory email or facsimile from Permittee to the Division of Boating and Ocean Recreation within two (2) hours.

17. The Permittee will have a designated channel to be used for ingress and egress to Waikiki Beach to ensure that each permittee is able to access its designated premises and to reduce congestion in the channels.
18. Unless the text indicates otherwise, the use of any gender shall include all genders and, if the Permittee includes more than one person, the singular shall signify the plural and this Permit shall bind the persons, and each of them jointly and severally.

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed the day, month and year first above written.

STATE OF HAWAII


By   
SUZANNE D. CASE  
Chairperson of the Board of Land and  
Natural Resources

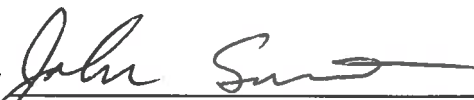
Approved by the Board of  
Land and Natural Resources  
at its meeting held on  
September 23, 2016.

STATE

ISLANDS BEACH ACTIVITIES, INC., a Hawaii  
corporation

APPROVED AS TO FORM:

  
CINDY YOUNG  
Deputy Attorney General

By   
Its PRESIDENT

And by \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

Dated: October 25, 2016

PERMITTEE

STATE OF HAWAII                     )  
CITY AND                                ) SS.  
COUNTY OF HONOLULU            )

On this 15th day of November, 2016, before me personally appeared  
John Savio and \_\_\_\_\_, to me personally known,  
who, being by me duly sworn or affirmed, did say that such person(s) executed the  
foregoing instrument as the free act and deed of such person(s), and if applicable in the  
capacity shown, having been duly authorized to execute such instrument in such  
capacity.

Brenda M.K. Au  
Notary Public, State of Hawaii

BRENDA M. K. AU

My commission expires: MAY 17 2020

Document Date:	<u>NOV 15 2016</u>	# Pages:	<u>12</u>
Notary Name:	<u>BRENDA M.K. AU</u>	First Circuit	
Doc. Description:	<u>Revocable Permit No. 44</u>		
<u>Brenda M.K. Au</u>		NOV 15 2016	
Notary Signature		Date	

Effective July 24, 2014

**Waikiki Catamaran Loading Locations (Approximates)**

<b><u>Company Name</u></b>	<b><u>GPS Coordinates</u></b>
Waikiki Cruises, LLC.	N 21°16.659' W 157°49.996'
Welakahao Catamaran, Inc. dba Waikiki Rigger Catamaran	N 21°16.651' W 157°49.969'
King Parsons Enterprises	N 21°16.626' W 157°49.877'
Waikiki Cruises/Welakahao/King Parsons Alt. Location	N 21°16.636' W 157°49.899'
Kepoikai, Ltd.	N 21°16.587' W 157°49.692'
Islands Beach Activities, Inc.	N 21° 16.586' W 157°49.675'
Anela Kai Catamaran, Inc.	N 21°16.583' W157°49.651'
Woodbridge, Inc.	N 21°16.520' W157°49.538'
Woodbridge, Inc. Alt. Location	N 21°16.542' W157°49.577'

PRELIM. APPR'D.  
Department of the  
Attorney General

**EXHIBIT "A"**



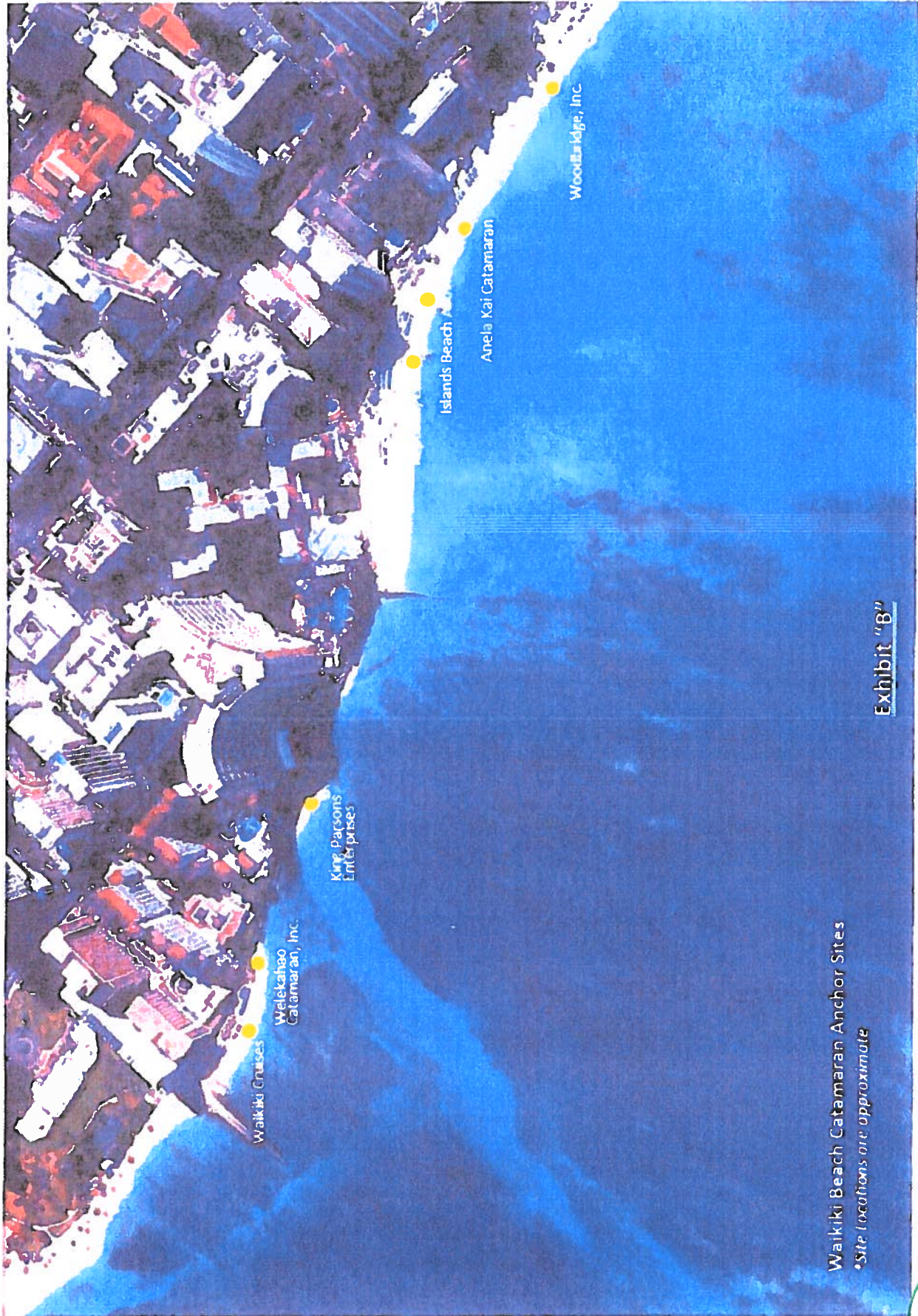


Exhibit "B"

Waikiki Beach Catamaran Anchor Sites

• Site locations are approximate

PRELIM. APPR'D.  
Department of the  
Attorney General

### **§13-251-53 Waikiki catamarans; mooring of.**

Each catamaran operator holding a commercial use permit or registration certificate authorizing operation in Waikiki nearshore waters or on Waikiki beach shall maintain their beach moorings in the position and condition that they have established and maintained since January 1, 2013, provided:

- (a) Approval is obtained from the board of land and natural resources regarding the type and location of the mooring to be installed on Waikiki beach or ocean waters for the purpose of securing the catamaran while conducting business. No additional fee shall be charged for said moorings beyond the amounts set forth in section 13-253-1.1;
- (b) Operators shall assume all responsibility and liability for their moorings and operations, indemnify and defend the State, and carry general liability insurance in accordance with section 13-231-65;
- (c) Operators shall obtain all applicable permits required to install moorings on Waikiki beach or ocean waters;
- (d) Operators shall lower the catamarans' sails to prevent obstructing the view from lifeguard stations upon the request of a Honolulu city and county lifeguard;
- (e) Operators may apply to the department for temporary variance to its assigned mooring, as described in the attendant revocable permit, to accommodate governmental, natural or environmental conditions that make the regularly assigned moorings inaccessible or a danger to any of the catamarans operating in Waikiki. Such variance shall terminate upon the resolution of said dangerous condition. Such variance shall not encroach upon or adversely affect the operations of the other catamarans without the express written consent of the affected catamarans;
- (f) Catamaran ingress and egress through the transit channel referred to as "Canoes" channel shall be limited to the four Waikiki catamaran registration holders presently moored and operating closest to the "Canoes" channel as more specifically described in the Waikiki beach mooring revocable permit;
- (g) Catamaran ingress and egress through the transit channel referred to as "Sheraton" channel shall be limited to the three Waikiki catamaran registration holders presently moored and operating closest to the "Sheraton" channel as more specifically described in the Waikiki beach mooring revocable permit; and
- (h) Any violation of this section shall be cause for fines, suspensions, or where repeated violations of this section are found, revocation of the registration certificate or commercial use permit of the catamaran owner. [Eff 9/25/14] (Auth: HRS §§200-2, 200-4, 200-9, 200-10, 200-22, 200-24) (Imp: HRS §§200-2, 200-4, 200-9, 200-10, 200-22, 200-24)





**Exhibit 5**









MANU KAI CATAMARAN  
SNORKEL  WAIKIKI

WAIKIKI SNORKEL  
DIAMOND HEAD TOUR 1&2  
SUNSET SAIL  
HONOLULU CITY LIGHTS  
FIREWORKS TOURS

Adults \$50 Children \$25  
Adults \$35 Children \$25  
Adults \$35 Children \$35  
Adults \$50 Children \$50  
Adults \$50 Children \$50

**(808) 232-6667**

[info@snorkelmanukai.com](mailto:info@snorkelmanukai.com)

[www.snorkelmanukai.com](http://www.snorkelmanukai.com)

WAIKIKI SNORKEL 10:30AM - 12:30PM



DIAMOND HEAD TOUR #1  
1:00PM - 2:30PM



DIAMOND HEAD TOUR #2  
3:00PM - 4:30PM



SUNSET SAIL 5:30PM - 7:00PM



FIREWORKS TOUR  
(Fridays Only) 7:15PM - 8:15PM



HONOLULU CITY LIGHTS  
7:15PM - 8:15PM



PRIVATE CHARTERS AVAILABLE







WINDWARD ISLANDS \$149.00 3.5 hours  
SWAMPY HEAD TOUR \$122.00 3.5 hours  
TROPICAL ISLANDS \$149.00 3.5 hours  
HONOLULU CITY TOUR \$149.00 3.5 hours  
TROPICAL ISLANDS \$149.00 3.5 hours

(808) 232-6667  
info@manukai.com  
www.manukai.com

MANU KAI CATAMARAN  
EXPERIENCE THE HAWAIIAN ISLANDS



SWAMPY HEAD TOUR \$122.00 3.5 hours



WINDWARD ISLANDS \$149.00 3.5 hours

HONOLULU CITY TOUR \$149.00 3.5 hours

TROPICAL ISLANDS \$149.00 3.5 hours

WINDWARD ISLANDS \$149.00 3.5 hours

HONOLULU CITY TOUR \$149.00 3.5 hours

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WINDWARD ISLANDS \$149.00 3.5 hours

HONOLULU CITY TOUR \$149.00 3.5 hours


TROPICAL ISLANDS \$149.00 3.5 hours

WINDWARD ISLANDS \$149.00 3.5 hours

HONOLULU CITY TOUR \$149.00 3.5 hours

TROPICAL ISLANDS \$149.00 3.5 hours



MANU KAI CATAMARAN  
SNORKEL  WAIKIKI

WAIKIKI SNORKEL  
DIAMOND HEAD TOUR 1&2  
SUNSET SAIL  
HONOLULU CITY LIGHTS  
FIREWORKS TOURS

Adults \$50 Children \$25  
Adults \$35 Children \$25  
Adults \$35 Children \$35  
Adults \$50 Children \$50  
Adults \$50 Children \$50

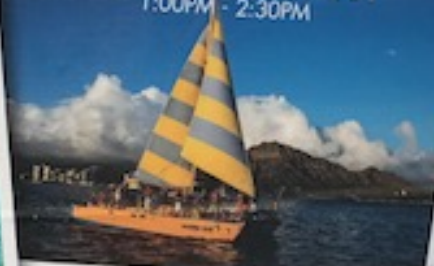
**(808) 232-6667**

info@snorkelmanukai.com  
www.snorkelmanukai.com

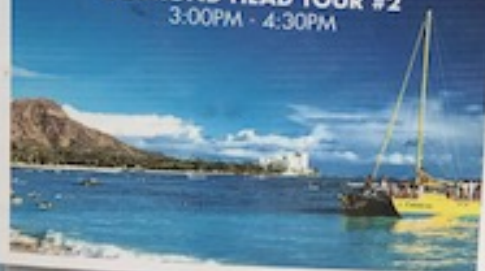
WAIKIKI SNORKEL 10:30AM - 12:30PM



DIAMOND HEAD TOUR #1  
1:00PM - 2:30PM



DIAMOND HEAD TOUR #2  
3:00PM - 4:30PM



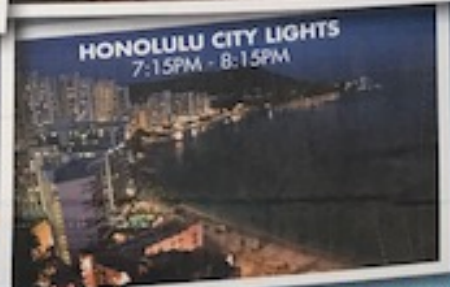
SUNSET SAIL 5:30PM - 7:00PM



FIREWORKS TOUR  
(Fridays Only) 7:15PM - 8:15PM



HONOLULU CITY LIGHTS  
7:15PM - 8:15PM



@SAILMANUKAI



PRIVATE CHARTERS AVAILABLE

FIND US ON







**WAIKIKI SNORKEL**  
**DIAMOND HEAD TOUR 1&2**  
**SUNSET SAIL**  
**HONOLULU CITY LIGHTS**  
**FIREWORKS TOURS**

Adults \$50	Children \$25
Adults \$35	Children \$25
Adults \$35	Children \$35
Adults \$50	Children \$50
Adults \$50	Children \$50

**(808) 232-6667**

info@snorkelmanukai.com

www.snorkelmanukai.com

PM

**DIAMOND HEAD TOUR #1**  
1:00PM - 2:30PM



# DCCA State of Hawaii

Downloaded on December 21, 2017.

The information provided below is not a certification of good standing and does not constitute any other certification by the State.

Website URL: <http://hbe.ehawaii.gov/documents>

## Business Information

MASTER NAME	ANELA KAI CATAMARANS, INC.
BUSINESS TYPE	Domestic Profit Corporation
FILE NUMBER	39192 D1
STATUS	Active
PURPOSE	LEISURE CRUISES
PLACE INCORPORATED	Hawaii UNITED STATES
INCORPORATION DATE	Mar 12, 1979
MAILING ADDRESS	P O BOX 88551 HONOLULU, Hawaii 96815 UNITED STATES
TERM	PER
AGENT NAME	JOHN G. SAVIO
AGENT ADDRESS	1525 WILDER AVE #1007 HONOLULU, Hawaii 96822 UNITED STATES

## Annual Filings

FILING YEAR	DATE RECEIVED	STATUS
2017	Feb 1, 2017	Processed
2016	Jan 26, 2016	Processed
2015	Jan 10, 2015	Processed
2014	Jan 21, 2014	Processed
2013	Jan 17, 2013	Processed
2012	Feb 3, 2012	Processed
2011	Apr 1, 2011	Processed
2010	Mar 30, 2010	Processed
2009	Jul 1, 2009	Processed
2008	Mar 5, 2008	Processed
2007	Aug 6, 2007	Processed
2006	Mar 28, 2006	Processed
2005	Apr 6, 2005	Processed
2004	Apr 22, 2004	Processed
2003	Jan 23, 2003	Processed
2002		Not Required
2001		Processed
2000		Processed
1999		Processed

## Officers

## Exhibit 6

NAME	OFFICE	DATE

SAVIO,JOHN G	P/D	Sep 18, 2017
SAVIO,FARIYAL D	V	Sep 18, 2017

## Stocks

DATE	CLASS	SHARES	PAID SHARES	PAR VALUE	STOCK AMOUNT
Dec 31, 1988	COMMON	1,000	1,000		

## Trade Names

NAME	TYPE	CATEGORY	REGISTRATION DATE	STATUS
KEPOIKAI II	Trade Name	NO CATEGORY SELECTED	Apr 19, 1991	Expired
NAHOKU II	Trade Name	NO CATEGORY SELECTED	Nov 5, 2008	Expired
NAHOKU II	Trade Name	NO CATEGORY SELECTED	Sep 9, 1994	Expired