

## **Maui Fair Alliance First Amendment Policy**

The Maui Fair Alliance (“**Alliance**”) presents an annual fair for residents and visitors to the island of Maui (“**Maui Fair**”). The County of Maui licensed property located in Wailuku (“**Maui Fair Grounds**”) to Alliance for short-term occupation and use for the presentation of the Maui Fair. While not conceding that the Maui Fair Grounds is a public forum, the Alliance recognizes that persons may wish to engage in a First Amendment Activity during the Maui Fair on the Maui Fair Grounds. Accordingly, the Alliance adopts this First Amendment Policy to apply reasonable time, place and manner restrictions to petitioning, free speech and other forms of expression on the Maui Fair Grounds during the Maui Fair.

### **Definitions.**

“**First Amendment Activity**” means the non-commercial dissemination of literature or information, to the extent that those actions are protected by the First Amendment of the United States Constitution or by Article I, Section 4 of the Constitution of the State of Hawaii: a) by engaging in group or in individual conversation; or b) by displaying signs concerning religious, political, or other views; or c) by seeking the signatures of a group of persons or of an individual to a petition.

- First Amendment Activity includes soliciting and accepting donations or contributions while engaged in the disseminating of information or literature, or while engaged in the displaying of signs, or while engaged in the seeking of signatures is included in First Amendment Activity.
- First Amendment Activity does not include:
  - begging, panhandling
  - the use of language that is obscene
  - the dissemination or display of material that is obscene, that is indecent, or that depicts graphically sexual or violent matters, or
  - the dissemination or display of material that appears to contain statements that are libelous or defamatory or that are likely to incite violence or public disorder
  - the dissemination or display of material that is contrary to the Maui Fair Mission

“**First Amendment Activity Zone**” means the place or places within the Maui Fair Grounds that the Alliance designates for the exercise of a First Amendment Activity.

“**Maui Fair Mission**” is the perpetuation of traditions, values and culture of Maui's generations through participation in family oriented programs that are innovative, entertaining and fun.

“**Non-commercial**” means an action whose purpose is the expression of ideas or a cause which do not involve the sale of any goods, products or services.

“**Obscene**” means any sexually explicit material or communication which appeals to prurient interests or is offensive or abhorrent to the concepts of decency or morality as expressed by the people on the island of Maui.

## **Time Restrictions.**

A First Amendment Activity may occur only within a First Amendment Activity Zone during the period from one (1) hour after the gates to the Maui Fair open until one (1) hour before the gates to the Maui Fair close. This restriction exists to allow the Alliance to provide adequate security and rubbish collection at a First Amendment Activity Zone and to allow attendees and vendors at the Maui Fair to enter and exit safely.

In order to reserve a place within the First Amendment Activity Zone during the Maui Fair, a person or group intending to engage in a First Amendment Activity must contact the Alliance no more than thirty (30) days and no less than two (2) days in advance of the day on which the Maui Fair opens for that calendar year. Each person seeking to make an advance reservation shall provide the following information to the Alliance:

- the name, address, telephone number and email address of the person
- the name of the organization or group with which the person is affiliated
- the nature of the planned First Amendment Activity
- the expected duration of the planned First Amendment Activity
- the name, address, telephone number and email address of a contact person if different from the person seeking an advance reservation; and,
- a sample of the materials to be passed out if materials are to be displayed or passed out, or if materials or signage is to be displayed, a color photograph of the materials or signage to be displayed.

This information is needed to allow the Alliance to assign sufficient security and rubbish disposal personnel to the First Amendment Activity Zone during the period when the First Amendment Activity is to be exercised.

Space within the First Amendment Activity Zone will be assigned on a first-come, first-served basis in the order in which requests for advance reservation are received.

No more than four (4) persons from an organization or group and no more than a total of eight (8) persons shall be allowed to engage in a First Amendment Activity within a First Amendment Activity Zone at any given time.

The advance reservation assignment shall be picked up from the Alliance at its temporary office at the Maui Fair Grounds during business hours no earlier than three (3) days before the first day of the Maui Fair and no later than one (1) day before the first day of the Maui Fair. When the advance reservation assignment is picked up, the person (or organization) shall acknowledge being familiar with this Policy, shall agree to abide by the terms of this Policy, and shall acknowledge that violations of this Policy may result in expulsion or exclusion from the Maui Fair Grounds. Any advance reservation assignment not picked up before the beginning of the Maui Fair shall be rescinded without further action or notice.

Alliance reserves the right to adjust the duration of the planned First Amendment Activity if necessary to allow other persons or organizations to engage in a First Amendment Activity at or around the same time period.

All persons who seek to engage in a First Amendment Activity shall arrive at the Maui Fair Grounds at least thirty (30) minutes before the assigned date and time stated in the advance reservation assignment, and upon arrival at the Maui Fair Ground shall contact the Alliance representative shown on the advance reservation assignment for direction to the First Amendment Activity Zone.

### **Place Restrictions.**

Because of the size and physical layout of the Maui Fair Ground, concerns for the safety of the attendees and vendors of the Maui Fair, concerns about traffic flow and congestion in and near the Maui Fair Ground, the need to provide security for attendees and vendors at the Maui Fair, the need to limit litter during the Maui Fair, and concerns about crowd control, the Alliance will not allow persons to engage in a First Amendment Activity within the portion of the Maui Fair Grounds to which a ticket or pass for entrance is required. The Alliance, taking into account traffic flow and congestion, crowd control, safety for attendees and vendors to the Maui Fair, and the ability to provide security, designates an area in the vicinity of the Kanaloa Avenue Gate entrance to the Maui Fair on the North side of the sidewalk located under the coconut trees as the First Amendment Activity Zone. Should additional areas be required to meet the number of requests for engaging in a First Amendment Activity, the Alliance, in its sole discretion, may designate an additional area or may designate additional areas as First Amendment Activity Zones.

In selecting a First Amendment Activity Zone, the Alliance considers the safety of the attendees, vendors and those wishing to engage in a First Amendment Activity, and does not consider the content of any First Amendment Activity.

### **Manner Restrictions.**

Persons engaged in a First Amendment Activity shall conform their conduct to the following standards:

- behavior contrary to a First Amendment Activity will not be allowed
- yelling, screaming, or creating a disturbance which negatively impacts attendees or vendors of the Maui Fair will not be allowed
- physically threatening, confronting, fighting, or engaging in tumultuous behavior with an Alliance representative or a Maui Fair attendee or vendor will not be allowed
- engaging in behavior likely to provoke a disturbance or to result in open conflict will not be allowed
- engaging in behavior likely to disturb or disrupt the Maui Fair will not be allowed.

Persons engaged in a First Amendment Activity shall not throw or discard rubbish or garbage of any kind except in designated trash receptacles.

Persons engaged in a First Amendment Activity shall ensure that the First Amendment Activity Zone, and the surrounding area, is kept clean of debris or trash, which shall include picking up and properly disposing of leaflets, handbills and flyers which are distributed or disseminated by persons engaged in the First Amendment of Activity.

Leafleting or papering of vehicles in the Maui Fair Ground parking lots is not allowed.

Persons engaged in a First Amendment Activity shall not disrupt or disturb the flow of vehicular or pedestrian traffic in the Maui Fair Ground.

Persons engaged in a First Amendment Activity are permitted to do so only in the First Amendment Activity Zone.

Any sign, placard, banner or visual material to be displayed in the First Amendment Activity Zone may not exceed a size of two (2) feet by three (3) feet.

Any person engaging in a First Amendment Activity shall comply with federal, state and county laws and regulations.

### **Requests Made After Close of Advance Reservation.**

If a person, group or organization seeks to engage in a First Amendment Activity during the Maui Fair without an advance reservation ("Non-Reservation Persons"), the Alliance will attempt to accommodate the request in accordance with the following policies.

- If advance reservations exist for the time being requested by the Non-Reservation Persons, the request will be denied and the Non-Reservation Persons will be offered the next available time for which no advance reservations exist.
- If no advance reservations exist for the time being requested by the Non-Reservation Persons, the request will be subject to the Alliance's ability to obtain sufficient security and rubbish disposal personnel to address security and rubbish needs. The Non-Reservation Persons may be required to wait to engage in a First Amendment Activity until the personnel are available.
- The Non-Reservation Persons will be required to complete a form that provides the following information:
  - the name, address, telephone number and email address of the person
  - the name of the organization or group with which the person is affiliated
  - the nature of the planned First Amendment Activity
  - the expected duration of the planned First Amendment Activity, and
  - the name, address, telephone number and email address of a contact person if different from the person seeking an advance reservation

### **Violations.**

Should any person or group violate any portion of this First Amendment Policy, the Alliance may expel and/or exclude such person or group from the Maui Fair Grounds for the duration of that year's Maui Fair. If a person is expelled or excluded from the Maui Fair Grounds and refuses to leave, such person may be subject to arrest for criminal trespass.