

KIHEI CANOE CLUB
CANOE STORAGE RENTAL AGREEMENT (“AGREEMENT”)

This CANOE STORAGE RENTAL AGREEMENT is made this _____ day of 2016, but is effective as of January 1, 2017 (“Agreement”) by and between Kihei Canoe Club, a Hawaii non-profit corporation, whose mailing address is P.O. Box 1131, Kihei, HI 96753 (“KCC”), and _____, an individual (“Member”).

In consideration of the respective covenants and agreements herein contained, KCC and Member agree as follows:

1. Space Agreement.
 - A. KCC hereby offers space number _____ at the KCC outrigger canoe storage hale (“Hale”) to the above noted Member.

2. Term of Rental.
 - A. This Agreement is for the period of January 1, 2017 to December 31, 2017.

3. Yearly Rental Fee.
 - A. The rental fee for a single OC-1 storage space is Two Hundred and no/100 Dollars (\$200.00 U.S.)
 - B. The rental fee for a single OC-2 storage space is Two Hundred Fifty and no/100 Dollars (\$250.00 U.S.)
 - C. The rental fees listed above include use of the wash racks, water and a key for entry. Replacement of any key will incur a charge of \$25.00.
 - D. Rental fees are due on or before January 1, 2017.

4. Conditions of Rental/Prohibited Activities.
 - A. Each Member shall be a Member in good standing of KCC at the time this contract is entered into and shall pay membership dues on or before January 1, 2017. If membership fees are not paid by February 1, 2017 it will result in forfeiture of your rental fee payment and removal of the canoe and accessories from the Hale. Reinstatement to the wait list will be upon written request.
 - B. KCC is not responsible for any loss or damage that may occur to the canoe, its attachments or accessories, while stored at the KCC Hale.
 - C. KCC does not maintain property, liability, or hull insurance on the canoes and Members are encouraged to get their own insurance.
 - D. In the event a Member changes clubs for anything other than participation in the HCRA/MCHCA distance season, they will be deemed to be a member of the club to which they have transferred and will forfeit their rental fee payment and Hale space.

5. Canoe Description. OC-1_____ OC-2_____
Make:_____ Color:_____
Cover Color:_____ Identifying features:_____

6. Contact Information. Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by first class United States mail, postage prepaid, addressed as follows or if sent via email and the email is acknowledged as received:

If to KCC: Kihei Canoe Club
Attn: Cheryl Dang (re OC storage)
P.O. Box 1131
Kihei, HI 96753
cmelinder@gmail.com

If to Member: Name: _____
Address: _____
Phone: _____
Email: _____
Backup Contact person: _____
Backup/emergency phone: _____

Either party shall have the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

7. Rules and Regulations. All rules, regulations and guidelines adopted by KCC for the use of the Hale shall be observed by the Member. Failure to abide by any rule, regulation or guideline, or any portion of this Agreement can result in termination of this Agreement immediately by KCC.

8. Wait Lists. KCC maintains a waitlist of Members desiring to obtain a space in the Hale. Spaces will be offered to fulltime Maui residents who are Members in good standing with KCC as spaces become available and in accordance with the order in which a Member appears on the waitlist. If a Member refuses an offered space, the Member will maintain their position on the waitlist and the space will be offered to the next Member appearing on the waitlist.

In the event spaces are available and no additional Members are on the waitlist, spaces may be offered to non-members for a fee to be determined by the KCC Board of Directors.

9. Non-Assignability/No Subletting. There shall be no assignments or subletting under this Agreement. In the event a Member with a Hale space sells their canoe to a new owner, the Hale space will be forfeited along with the rental fee and will then be offered to those Members on the waitlist. If a Member with a Hale space does not have a canoe, the Hale space must remain empty.

Failure to have a canoe in the Hale space for more than six months will result in forfeiture of the space to KCC and the space will be offered to a Member on the waitlist.

- 10. No Waiver. Failure of KCC to insist upon strict compliance with any of the terms, covenants and conditions of this Agreement shall not be deemed a waiver of such terms, covenants and conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

I accept the above conditions.

Signature: _____

Date: _____

Mail your signed Rental Agreement & Check to address below.

**Kihei Canoe Club
Attn: C. Dang (OC-1 Storage)
P.O. Box 1131 • Kihei, HI 96753**

****Make all checks payable to Kihei Canoe Club****

-----for KCC use only-----

Key provided? YES (insert #) _____ NO ___ Payment received: \$ _____ Date: _____

Check No _____ Verification of membership status/dues for 2017: YES _____ NO _____