

KIHEI CANOE CLUB

CANOE STORAGE RENTAL AGREEMENT ("AGREEMENT")

This CANOE STORAGE RENTAL AGREEMENT is made this _____ day of 2017, but is effective as of January 1, 2018 ("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, 2018 to December 31, 2018.

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, 2018.

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 must maintain their membership in KCC during the 2018 calendar year. Failure to maintain KCC membership will result in forfeiture of rental fee payment and removal of the Member's canoe/accessories from the Hale. Reinstatement to the wait list will be upon written request.

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. Members may not sell their Hale space. If a Member sells their canoe in the Hale, the Hale space is not transferred to the new canoe owner. A Member selling their canoe must reoccupy the space with a new canoe AND the club must be notified. If a Member does not have a canoe in their Hale space for six consecutive months, the space will be forfeited back to KCC and the space will be offered to a KCC 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 and check to address below.

Cheryl Dang

P.O. Box 2267

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 2018: YES _____ NO _____