

KIHEI CANOE CLUB

CANOE STORAGE RENTAL AGREEMENT ("AGREEMENT")

This CANOE STORAGE RENTAL AGREEMENT is made this _____ day of _____, but is effective as of January 1, 2019 ("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, 2019 to December 31, 2019.

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.) plus rental tax for a total of \$208.33
- B. The rental fee for a single OC-2 storage space is Two Hundred Fifty and no/100 Dollars (\$250.00 U.S.) plus rental tax for a total of \$260.42
- 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, 2019.

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 2019 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.

- 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.

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: Treasurer (re OC storage)
P.O. Box 1131
Kihei, HI 96753
mstrauscpa@aol.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. 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.

Kihei Canoe Club

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 2019: YES _____ NO _____