

MARINERS COVE ASSOCIATION

Commonly Known as Mariners Cove Bay Club

Use of Facility Agreement

PLEASE READ THIS FORM BEFORE SIGNING

Contact information: Zack Zimmer (Site Manager) 395-1191 OR marinerscovebayclub@gmail.com

Circle one: This is a **Standard Reservation** (made 90 days prior to event)

Advanced Reservation (Made 6 months prior to event)

Name of Member: _____ Phone #: _____ E-mail: _____

Address: _____ Circle one: OWNER / RENTER Date/Day of Event: _____

All single-term events are set within two time slots. Circle one: **9 AM – 2 PM** for the morning & **4 PM – 9 PM** for the evening

The times listed above *include* the time needed for set-up and take-down

The Mariners Cove Association (MCA) is comprised of all owners of homes in the Mariners Cove subdivision of Hawaii Kai. It owns and operates a recreational facility known as the "Mariners Cove Bay Club" located at 800 Lunalilo Home Road, Honolulu, Hawaii 96825 for the benefit of its members

Pool: The swimming and wading pool located in the Pool Area, including all the equipment and facilities used to maintain and service the swimming pools.

Pool Area: The entire fenced area surrounding the pool, not including the MCA Building.

MCA Building: The non-residential building at 800 Lunalilo Home Road, including all furniture, fixtures, and facilities in or for the building.

MCA Facilities: To include pool, pool area, MCA Building and surrounding lawns and grounds.

Mariners Cove Association (MCA) hereby agrees to allow private use by member identified above upon the specific terms and conditions set forth below. The member has agreed to indemnify, defend and hold MCA harmless from and against any and all claims, losses, suits, demands, costs, judgments and expenses including attorney's fees, resulting from or arising out of or in any way related to the members use, and or occupancy of the MCA Facilities.

This Use of Facilities Agreement sets out the terms and conditions governing the usage of the facilities of the **Mariners Cove Bay Club (MCA)**. In consideration of use of the MCA Facilities, the undersigned MCA member agrees to follow and be bound by the requirements of this Use of Facility Agreement.

- 1. Membership in Good Standing.** The MCA facilities may be reserved for use only by a member in good standing of the MCA, current in the payment of Association dues, fees and/or assessments.
- 2. Facility User.** The MCA member signing this Use of Facility Agreement requests the private use of the MCA facilities (to include non-exclusive use of the pool and pool area). The member shall be responsible for the conduct and actions of all guests and attendees at any function held under the auspices of the member. They are specifically responsible for ensuring that all guests and attendees at any event held pursuant to this Use of Facility Agreement adhere to all terms, conditions and rules stated herein. **The member must be present during setup and during the entire event specified by this agreement. Member to initial here: _____**
- 3. Non-transfer.** The member may not transfer the use of MCA facilities pursuant to this agreement to any other person(s) or group. **No second party sponsorships are permitted. Member to initial here: _____**
- 4. Private Usage.** Private MCA homeowners' gatherings are allowed but **No commercial, political functions/ forums or fundraising activities are permitted unless specifically approved by the Board of Directors. Requests for reconsideration must be submitted to Touchstone Properties, 680 Iwilei Rd #777, Honolulu, HI 96817, at least 31 days in advance of the event.**
- 5. Indemnity.** The member agrees to indemnify and hold harmless the MCA, its Board of Directors (individually and in their capacity as Board members), the members of the MCA, and its employees and agents from any and all claims, demands, suits or judgments arising in any manner whatsoever from the member's use of the property and facilities of the MCA under this Agreement.
- 6. Facility Rules.** The member will not employ the MCA facilities for any unlawful or harmful purpose and agrees to abide by the "Mariners Cove Association (MCA) House Rules", a copy of which is available on our website and upon request.
- 7. Use of Alcoholic Beverages.** No alcoholic beverages may be sold on the MCA property. The member agrees to ensure reasonable and responsible consumption of alcoholic beverages by those who may be in attendance at an event held at the MCA facilities.
- 8. Unsafe Conditions.** The member agrees not to create any unsafe condition in use of the MCA facilities. Bar-B-Que's may only be used in approved areas.

9. **Damage.** The member shall cause no damage to the MCA facilities and shall leave the MCA facilities in the same condition as they were prior to use under this agreement. No tents, shelters, or other structures may be erected or used on the property. **Decorations are limited to tabletops ONLY. No tape, nails, tacks, or staples on walls, windows, ceiling or light fixtures unless permission is pre-approved by the Board of Directors or Site Manager.**

10. **Noise.** Boisterous and loud conduct and/ or profane language at the MCA Facilities are not allowed. Noise levels must be at a reasonable level, not disturbing a resident of reasonable sensibility as determined by the MCA Manager and Board of Directors, and within the permissible limits established by the City and County of Honolulu. **Under no circumstances shall amplified music or electronic musical instruments be allowed on site. Member to initial here: _____**

11. **MCA Manager Authority.** The member shall cooperate with the Site Manager or other staff members in matters involving MCA facilities and shall comply with all reasonable requests of the Manager or other staff members concerning use of the premises. **The Manager or any MCA Staff Member shall have the authority to immediately terminate this agreement and the use of facilities** by the member should, in the Manager's or other staff members' judgment, the use being made of the premises are in violation of this Agreement. In such cases of termination, the security deposit shall be forfeited to the MCA. **Member to initial here: _____**

12. **Reservation & Usage Conditions.** Parties are limited to 100 guests with no more than 25 individuals allowed in the pools (combined) at any one time. The pool closes at 7pm and is subject to change. **Clubhouse Rentals can be held Monday-Saturday only. There are no rentals on Sundays.** The maximum allowed time before a 'Standard Reservation' is up to 90 days before the date of the requested reservation. Cancellation of a 'Standard Reservation' made up to 90 days prior to the event must be made 14 days in advance of the reservation date, or the security deposit will be forfeited. Parties can also be reserved up to 6 months prior to the event; but the member waves their right to cancel their event. This 'Advanced Reservation' option would not affect the deposit in any way. However, if this 'Advanced Reservation' is canceled, no refund of payment would be given. We do not allow reservations longer than 6 months in advance of the event. All reservations are secured on a first come, first served basis, with no holds of any kind. Each homeowner is allowed one private usage party per calendar year included in their membership dues. A fee of \$100.00, plus state tax, will be assessed for any additional usage and must be paid in a check, separate from the security deposit. The additional private usage fee is limited to Fridays, Saturdays and all Honolulu C&C, Hawaii State, and Federal Holidays. Mondays through Thursdays are free except for Holidays aforementioned. **A check in the amount of \$150.00 is required for a security deposit and must be submitted at the same time this agreement is completed and signed. No reservations will be considered final until both are received. The deposit is refundable within 5 days following the event if all conditions of this agreement are met.**

Member to initial here: _____

13. **Vendors.** All vendors supplying services for events at the MCA must provide a copy of **Liability Insurance** (minimum one million dollars coverage) to the site manager **no less than seven (7) working days prior to the event.** **Member to initial here: _____**

14. **Jump or Bounce Houses are no longer permitted on property, nor are any other structures requiring securement stakes.**

15. **Forfeiture of Deposit.** The security deposit shall be forfeited if any rule in this document is not abided by as determined by the management. This includes but is not limited to; garbage in any amount left anywhere on the facility grounds, failure to terminate event at the agreed upon time, leaving doors and gates unlocked, and/or the use of any vendors services without providing the required documentation before the event. Any damages made to the facility or facility grounds would also incur a forfeiture of deposit. If damages in a sum greater than the security deposit are incurred, the member shall remain fully liable for payment.

16. **Access to facilities.** The member is responsible for ensuring access to the clubhouse on the day of the event. If scheduling allows, an MCA staff member *may* be present to facilitate; but this is not to be assumed. Make sure you will be able to access the clubhouse on the day of your Event PRIOR to the day of your event. To do this, it is suggested to confirm your pool area access fob is working and/or to acquire the codes to the backup lockbox kept on property.

17. **Posting on the website.** First initial and last name; date and time of reservation will be posted on the MCA website when the reservation has been accepted.

Board's Discretion. The MCA Board of Directors may decline to accept the Use of Facility Agreement if, in the judgment of the Board, the use to be made of the MCA facilities will not be in keeping with the purposes of the MCA or the provisions of its rules.

The member acknowledges by signing below an awareness and understanding of the rules and regulations concerning the use of the MCA Facilities; and that a violation of any of the above rules may result in the forfeiture of their security deposit.

Member Signature _____ MCA Manager Signature _____ Date _____

Security Deposit of \$150: Date Received: _____ Check # _____ Date Returned*: _____

If not returned, reason(s) why _____