

MARINER'S COVE BAY CLUB ASSOCIATION
BOAT/TRAILER STORAGE AGREEMENT

rev.8/09

THIS AGREEMENT, dated _____ is made and entered into by and between the MARINER'S COVE BAY CLUB ASSOCIATION, an incorporated association (MCBCA), and _____ whose residence post office address is _____ (Owner) with reference to the following facts and circumstances:

A. MCBCA is comprised of all the Owners of homes in the Mariner's Cove subdivision of Hawaii Kai. It owns and operates a recreational and meeting facility located at **800 Lunalilo Home Road, Honolulu, Hawaii 96825** (the "Club") for the benefit of its members.

B. Solely to accommodate it's members, MCBCA has agreed to make available a portion of the Club property for the storage of pleasure boats and trailers owned and/or leased by Mariner's Cove residents.

C. Owner lives in Mariner's Cove and has a boat and trailer which he/she wishes to store in the Club's boat storage area (the "Boat Storage Yard") subject to the terms and conditions stated in this agreement.

D. Owner must provide copies of current state boat registration and Hawaii Kai Marina registration showing Mariner's Cove address and Owner's name.

Now, therefore, in consideration of the storage fees which Owner agrees to pay hereunder and the mutual covenants and conditions herein contained, the parties agree as follows:

1. **License to Store Boat and Trailer.** Area is for boat storage only. Boat must be removed from area for maintenance and repair. MCBCA gives and grants to Owner a nonexclusive right and license to use space in the Boat Storage Yard for the purpose of storing the following described boat and trailer (Describe boat and trailer, including registration or License Number(s):

Hawaii Kai Reg. No.:	_____	Name of Vessel:	_____
State of Hawaii Reg. No.:	_____	Boat Mfg/Model:	_____
Primary Color:	_____	Color of Trim:	_____
Boat Hull ID#:	_____	Boat Type:	_____
		Boat Length:	_____

Legal Owner: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Resident Phone: _____ Work Phone: _____

Other Remarks: _____

The boat and trailer displace a total area of approximately _____ square feet (the "Displacement Area"). No particular location in the Boat Yard is reserved to Owner, and the Club Manager, or his designee, will have the right, from time to time, to move the Owner's boat and trailer as necessary.

2. **Term.** Subject to sooner termination as provided below, the term of this agreement is six (6) months from the date hereof. Thereafter, the term will be automatically extended for additional six month periods, unless terminated by either MCBCA or Owner as provided in paragraph 4 below. Storage fees will be payable in advance and as billed for each six-month extension. **Owner must notify the Club Manager in writing that the stall is no longer needed to cancel the billing of fees.**

3. **Storage Fees.** The monthly storage fee payable by Owner during said term will be \$_____ per month as set forth in paragraph 1 above. Concurrently herewith, Owner has paid MCBCA the sum of \$_____ representing advance storage fees prorated to next regular billing date (January 1st or July 1st).

4. **Termination.** Owner may terminate this agreement by giving ten (10) days written notice to the Club Manager or his designee. Fees will continue to accrue unless notice of termination is received in writing. MCBCA may terminate this agreement for any reason on thirty (30) days prior written notice to Owner upon such termination. **This agreement will be terminated if Owner's dues to the Mariner's Cove Bay Club are more than thirty (30) days in arrears.** Owner will receive a refund of the unearned portion of any storage fees paid, prorated as necessary on a monthly basis.

5. **Limited Access.** Owner understands and acknowledges that he/she will not be given a key to the vehicle gate to the Boat Storage Yard, and that he/she will be required to make prior arrangements with the Club Superintendent or his designee when he wishes to move his/her boat in or out of the yard. As a general rule, the Club Manager will only be available to provide ingress to or egress from the facility from 9 a.m. to 6 p.m. (Tues-Sat.) and from 1 p.m. to 6 p.m. (Sunday).

6. **No Liability or Bailment Indemnification of MCBCA.** Owner acknowledges that MCBCA will not provide guards or any other security whatsoever with respect to the Boat Storage Yard, nor will it maintain any insurance covering damage or destruction of Owner's boat or trailer or their contents. Accordingly, Owner, as a material part of the consideration to MCBCA for this Agreements, will and does hereby assume all risks of bodily injury, wrongful death and/or property damage occasioned by any accident, fire or nuisance made or suffered in the Boat Storage Yard or resulting from any failure on the part of the Owner or any other person to maintain said area in a safe condition and Owner hereby waives all claims in respect thereto against MCBCA and agrees to indemnify and save harmless MCBCA and its officers, directors, employees and agents from and against any and all claims for bodily injury, wrongful death and/or property damage by any persons arising out of or resulting from any such accident, fire or nuisance, except only such losses as are caused by the willful act or gross neglect of MCBCA or its officers, directors, agents and employees. Additionally, Owner hereby assumes all risk of loss or damage to fixtures, supplies, merchandise and other property by whoever owned, stored or placed in, upon or about Owner's boat and/or trailer, and does hereby agree that neither MCBCA nor its officers, directors, employees and agents will be responsible for any loss or damage to any such property, including theft and vandalism, unless caused by the willful act or gross neglect of MCBCA or its officers, directors, agents or employees. Owner acknowledges that this assumption of risk and the foregoing waivers and indemnification have been bargained for in determining storage fees and other obligations under this Agreement. This license does not establish or imply a bailment between MCBCA and Owners.

7. **Owner's Default.** In the event that Owner will fail to pay required dues and/or any storage charges which may hereafter become due, or if Owner will fail to remove his/her boat and trailer from the Boat Storage Yard following the date of any termination of this Agreement, then MCBCA will have the right upon thirty (30) days prior written notice to the Owner to: a) Move the boat and trailer to another private storage facility, with all storage charges accruing to the account of Owner; or b) Sell the boat at public or private auction in any commercially reasonable manner, and deduct from the sale proceeds any amounts owing to it with any surplus proceeds being payable to or for the account of Owner.

8. **Miscellaneous.** a) This Agreement will be binding upon and will insure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; b) All notices or other communication relating to the Agreement will be effective only if in writing and mailed or delivered to a party at the address set forth in this Agreement, or to such other address as may have been designated in writing to such other party; c) This Agreement will be construed and enforced under, and governed by, the laws of the State of Hawaii. If any provision of this Agreement is unenforceable or invalid, the Agreement will be ineffective only to the extent of such provision, and the enforceability and validity of the remaining provisions of the Agreement will not be affected thereby; d) the section and other headings contained in this Agreement are for purposes of reference only and will not affect the meaning or interpretation of this Agreement.

Owner _____
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Date _____