

**MARINER'S COVE ASSOCIATION
BOAT/TRAILER STORAGE AGREEMENT**

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

A. MCA is comprised of all the Owners of homes in the Mariner's Cove subdivision of Hawaii Kai. It 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 its members, MCA 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 is a resident of 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:

1. Current State of Hawaii boat and trailer registrations showing Owner's name and Mariner's Cove address.
2. Current insurance for boat and trailer.

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 and trailer storage only. Boat must be removed from the area for maintenance and repair. MCA 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):

Name of Vessel: _____ Boat Length: _____

Primary Color: _____ Color of Trim: _____

Hawaii Registration No: _____ Boat Type: _____

Trailer Type: _____ Hawaii Registration No.: _____

Legal Owner: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Emergency Contact Phone: _____ Email: _____

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 one (1) year from the date of this Agreement. Thereafter, the term will be extended for one (1) year, with proof of valid registration and insurance, unless terminated by either MCA or Owner as provided in paragraph 5 below. Storage fees will be payable in advance and as billed for each one-year extension. **Owner must notify the Property Management Company in writing that the stall is no longer needed in order to cancel the billing of fees.**
3. **Storage Fee.** The monthly storage fee to be paid by Owner during said term will be \$85.00 per month as set forth in paragraph 2 above. The regular billing dates are January 1st and July 1st. MCA may adjust the Storage Fee by giving the Owner notice at least 30 days prior to such adjustment.
4. **Late Fees and Returned Checks.** Owner shall be charged a \$10.00 per day late fee for any storage fees not received within fifteen (15) days after the due date, regardless of weekends and holidays. There shall be a fee charged for all returned checks. NSF bank charges shall be assessed to Owner.
5. **Termination.** Owner may terminate this Agreement by giving thirty (30) days' written notice to both the Property Management Company and the Club Manager. Fees will continue to accrue unless notice of termination is received in writing. MCA may terminate this Agreement for any reason on thirty (30) days' prior written notice to Owner upon such termination. **This Agreement will be terminated immediately by MCA if Owner's storage fees to MCA are more than thirty (30) days in arrears, or if Owner has failed to comply with any term of this Agreement within thirty (30) days after notice from MCA.** Owner will receive a refund of the unearned portion of any storage fees paid, prorated as necessary on a monthly basis.
6. **Limited Access.** Owner understands and acknowledges that he/she will be given a code to the Boat Storage Yard.
7. **Use.** The Boat Storage Yard is for the use of residents of Mariner's Cove only and shall not be sublet or loaned. Owner agrees to comply with MCA's governing documents, including the Declaration, Bylaws, and House Rules. Owner shall be responsible for all damages to the Boat Storage Yard caused by Owner or by any tenant, guests or family members. Owner shall make no alterations to the Boat Storage Yard without the prior written consent of MCA's Board of Directors.
8. **No Liability or Bailment Indemnification of MCA.** MCA has provided storage space in its Boat Storage Yard as an accommodation only, for the sole convenience of the Owner. Accordingly, **MCA CANNOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY** related in any way to the Owner's use of the Boat Storage Yard. Owner acknowledges that MCA 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 MCA for this Agreement, hereby assumes all risks of bodily injury, wrongful death and/or property damage, including consequential damage, arising out of or connected in any way to the Owner's use of the Boat Storage Yard. To the maximum extent permitted by law, Owner hereby releases, waives, discharges, and agrees not to sue MCA, its officers, directors, employees and agents from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may in any way be connected to the Owner's use of the Boat Storage Yard ("Claims"). Such Claims include, without limitation, any accident, fire, flood, theft, vandalism, and any acts or omissions of MCA, its agents or employees. To the maximum extent permitted by applicable law, the Owner agrees to indemnify, defend, and save harmless MCA 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 Claims, except only such losses as are caused by the willful act or gross neglect of MCA 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 MCA 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 negligence of MCA 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 MCA and Owner.

9. **Owner's Default.** Owner shall be in default of this Agreement if the Owner: (a) fails to pay required MCA's semi-annual assessments, Boat Storage Yard charges, any storage charges which may become due under this Agreement, and/or any amount due MCA by the Owner, or (b) fails to remove the Owner's boat and/or trailer from the Boat Storage Yard following the date of any termination of this Agreement. Upon the occurrence of such default, if the Owner fails to remove his or her boat and/or trailer from the Boat Storage Yard within thirty (30) days after MCA mails a written notice to the Owner, MCA shall have the right to: (a) move the boat (to include trailer where either or both are stored) to another private storage facility, with all storage charges accruing to the account of Owner; and (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 or as otherwise permitted by applicable law.

10. **Attorneys' Fees.** If MCA shall retain legal counsel to enforce any provision of this Agreement against the Owner, regardless of whether legal proceedings are commenced, the Owner shall pay MCA its attorneys' fees and costs if MCA is successful in the enforcement. If legal action is commenced, MCA shall be entitled to recover its costs, including attorneys' fees, incurred in connection therewith.

11. **Miscellaneous.** (a) This Agreement will be binding upon and will inure 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 Signature _____ Date _____

Print Name: _____

Address _____

Approved by MCA Date _____

Signature _____ Title _____

Revised January 28, 2025