

KIHEI CANOE CLUB
CANOE STORAGE RENTAL AGREEMENT (“AGREEMENT”)

This CANOE STORAGE RENTAL AGREEMENT is made this _____ day of 2011, but is effective as of January 1, 2012 (“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, 2012 to December 31, 2012.

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, 2012.

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 shall pay membership dues on or before January 1, 2012. If membership fees are not paid by February 1, 2012 it will result in forfeiture of your rental fee payment and removal of the canoe and 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 Owners are encouraged to get their own insurance.
- D. Member shall not be entitled to change spaces within the Hale without prior approval from the KCC designee noted herein. Any change in spaces without prior approval will be considered a forfeiture of the space previously occupied, forfeiture of the rental fee and the canoe will be removed from the space to which it was moved.
- E. In the event a Member changes clubs for anything other than participation in the HCRA distance season, they will be deemed to be a member of the club to which they have transferred and will forfeit their rental fee payment and Hale space.

a canoe in the Hale space for more than six months will result in forfeiture of the space to KCC and the space will be offered to a 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 & Check to address below.

**Kihei Canoe Club
Attn: C. Dang (OC-1 Storage)
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 2012:
YES_____ NO_____