



MOLOKAI YACHT CLUB (MYC)

P.O. Box 53 ** Kaunakakai, HI 96748

SHORT-TERM LEASE AND RENTAL AGREEMENT

Lessee/Renter Name: _____ Phone# _____

Address: _____ E-mail: _____

Event: _____ # of Guests: _____ Date: _____ to _____

This agreement sets forth the terms and conditions for rental of the Molokai Yacht Club (MYC) facilities to be effective for the term commencing on the date signed and will terminate once both parties have fulfilled the agreement requirements.

Fees Policy:

1. The fee is \$300 rent and \$300 security deposit plus 4% tax of the total; \$100 plus 4% tax each extra consecutive day. See curfew below. Does not include tables and chairs or kitchen.
2. Pay a holding fee of 50% of the total rental fees (rent, security deposit, and tax) at the time the Lease/Rental Agreement is signed. (Half price for *MYC members ONLY**; no sponsorship.) A \$25.00 returned check fee will be added to the balance on any check not honored by the bank for any reason.
3. The remaining balance of total rent, deposit, and tax will be paid no less than fourteen (14) days prior to the event date to avoid cancellation.
4. Notice of Cancellation shall be given in writing no later than (14) working days prior to the event date to receive a full refund.

Security Deposit Policy:

1. Security deposits are fully refundable (including tax) within five (5) to ten (10) business days at the end of the event date, providing ALL the rules and regulations of this Agreement are met.

Rules and Regulations:

1. **DO NOT** use any staples, tacks, nails, or deface any of the MYC premises surfaces.
2. **Parking:** Vehicle parking is restricted to the front parking lot area only, (no parking on the MYC beach side) no exceptions for loading/unloading.
3. **Main Building:** The main building will remain locked and is not part of this Agreement. It is not available for renting.
4. **Patio/Grounds Area:** Setup is at the lessee/renter's expense and commences at the start of the 24-hour access of the MYC premises as agreed upon. Cleanup/remove from MYC premises all trash, setup materials, and decorations, and ensure that all circuit breakers are in the "OFF" position at the end of the night following instructions below. Return the MYC premises to its original state within 24-hours of the agreed upon access to the facilities.

Renter's Operational Instructions for the circuit breaker panel:

	TO BE MADE AVAILABLE UPON		
	RECEIPT OF THE DEPOSIT		

5. Guests: The patio's capacity seats 150 guests. Any more guests will require, at the lessee/renter's expense, one (1) portable toilet and if more than 300 guests a second (2) portable toilet. If using a tent, at the lessee/renter expense, setup/tear down must be completed within the 24-hour timeframe (see curfew below).

6. Restrooms: All restrooms must be serviced by lessee/renter (supply the toilet paper, hand towels, and soap). All restrooms must be cleaned and trash removed at the end of Agreement terms. Do not flush any items other than toilet paper down the toilets. Clogged toilets and drains will result in loss of deposit.

7. Curfew: The 24-hour timeframe commences and is recorded from the time the key to the MYC facilities is made available to the lessee/renter as recorded below. Curfew for the event celebration is **Midnight**. The facility must be cleared of guests and vacant by **Midnight** and the building secured and gate locked. Removal of all non-MYC materials must be completed within the recorded 24-hour timeframe of the Agreement Terms. **Failure will result in an extra day's fee of \$100 plus 4% tax.**

Key delivery: Date _____ Time _____ am / pm Initials ____ / ____

Key returned: Date _____ Time _____ am / pm Initials ____ / ____

By signing this document lessee/renter shall comply with all applicable state and local laws, ordinances or regulations. The lessee/renter hereby acknowledges that any violation of any or all of these rules will result in the **forfeiture of the security deposit and possible future rentals**. Also, lessee/renter will be held responsible for any other fees incurred by the Molokai Yacht Club due to lack of cleaning or damage to the facility.

The lessee/renter also agrees to defend, indemnify and hold harmless Molokai Yacht Club, its officers, and agents harmless against any and all liability, loss, expense, including reasonable attorney's fee, or claims for injury or damages arising out of or connected with this lease/rental agreement.

Lessee/Renter's Name (print) Lessee/Renter's Signature Date

MYC Member's Name (print) MYC Member's Signature Date

_____ ***MYC members Only** is defined as member, parents, spouse/partner, children, and grandchildren. To become a member, complete an MYC Membership Application and submit it to the MYC Board of Directors for approval.