

MOLOKAI YACHT CLUB (MYC)

P.O. Box 53 ** Kaunakakai, HI 96748 SHORT-TERM LEASE AND RENTAL AGREEMENT

Lessee/Renter Name:	Phone#			
Address:	E-mail:		bu	
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:-

- 1. The following fees are set forth as follows: Refundable Security Deposit \$300; Rental for 24 hours \$200; Each additional 24 hours \$100; Tarp & bungee cords for BBQ cover \$50 per day plus 4% tax on total.
- 1.a. Rental deposit in the amount of 50% of the total is due at the time the Lease/Rental Agreement is submitted to hold dates required. (Half price for MYC members ONLY*, no sponsorship, see *MYC Members Only below).
- 1.b. The remaining balance is due and must be paid no less than fourteen (14) days prior to the event date. A \$25.00 returned check fee will be assessed for any check not honored by the bank for any reason and will result in the cancellation of the reservation and future reservations may be denied.
 - 2. 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 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. Damages assessed for repairs resulting from this rental will be deducted from the security deposit and/or additionally billed for payment.

Rules and Regulations:

- 1. **DO NOT** use staples, tacks, nails, masking tape, scotch tape, packing tape or deface any MYC premises surfaces.
- 2. This is a **SMOKE FREE** property, **SMOKING IS PROHIBETED**.
- 3. **Parking:** Parking is restricted to the front parking lot area only, (no parking on the MYC beach side) no exceptions for loading/unloading.

- 4. **Main Building:** The main building will remain locked and is not part of this Agreement. Rental does not include tables, chairs or kitchen and are not available for rent.
- 5. **Patio/Grounds Area:** Setup is at the lessee/renter's expense and commences at the start of the 24hour 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.
- 6. **Electrical Panel Operational:** Instructions for the circuit breaker panel provided by MYC Rental Chairperson during the pre-rental visit.
- 7. **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.
- 8. **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**.
- 9. **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.**

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.

and agents harmless against any and all l claims for injury or damages arising out o		•
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Lessee/Renter's Name (print)	Lessee/Renter's Signature	Date

The lessee/renter also agrees to defend, indemnify and hold harmless Molokai Yacht Club, its officers,

*MYC Members Only is defined as a Member in good standing and must be on the premises during the time of rental. To become a member, visit our web site at "molokaiyachtclub.com" download and submit completed Membership Application with your payment and submit to MYC, P.O. Box 53, Kaunakakai, HI 96748. You will be notified of your membership upon approval of the Board of Directors after the next Board meeting held the 2nd Monday of each month unless otherwise notified.

MYC Member's Signature

Date

Revised BOD Mtg. 9/12/2019

MYC Member's Name (print)