



Makani Kai Marina

45-995 Waialele Road • Unit 81 • Kane'ohe • Hawai'i • 96744-3034

SLIP LEASE AGREEMENT

(Revised 3-15)

SLIP # _____ BOAT NAME: _____ BOAT I.D.# _____

_____ the owner/agent of this slip, (known as Lessor), and
_____ the boat owner, (known as Lessee). BY LESSEE'S
SIGNATURE ON THIS AGREEMENT, LESSEE AGREES TO ABIDE BY THE FOLLOWING
COVENANTS:

1. Lessee agrees to pay Lessor \$ _____ per month payable on the first day of each every month for the term of this lease. (Note: There is no grace period.) This slip agreement will be terminated immediately if payment is not received by the first of each month.
2. The term of this lease shall be for _____ months beginning _____ and ending _____. Upon termination date, if Lessee wishes to continue mooring the above vessel, a new lease must be executed thirty days prior to the termination date. Thirty days' written notice is required for any change or cancellation of this lease.
3. The use of this boat slip is limited to the mooring of the above named vessel and is limited to recreational use only. Only minor repairs and maintenance are permitted; MKM slips are not work docks. Docks shall be protected from paint spills or other damage at all times. Lessee shall be responsible for all costs incurred by MKM staff for cleaning spills or repairing damage to the docks.
4. Lessee agrees to maintain ownership of the vessel during the term of the lease without changes unless approved by the Lessor and the Makani Kai Marina General Manager.
5. Lessee acknowledges acceptance of the MKM Slip Renter, Marina Rules and agrees to abide by those rules.
6. Lessee acknowledges and agrees to refrain from living aboard the vessel. Slip Renters and their Guest are only allowed on the MKM property from 5:00 am till 10:00 pm.
7. Lessee shall provide a copy of an insurance liability policy for this vessel, naming A.O.A.O. Makani Kai Marina as "additionally insured" in the minimum amount of \$500,000.00 per occurrence for the term of the lease. A copy of insurance liability coverage must accompany this signed lease agreement. Any lapse in coverage during the term of this lease will result in immediate termination of this lease agreement and eviction of the above vessel without rent abatement.
8. Lessor will provide Lessee with Entrance Gate Card(s) # _____. Lessee agrees to pay Lessor a deposit of \$ _____ per card and to return the card(s) to the Lessor upon termination of this agreement.
9. Lessee agrees to keep the vessel tied to the pier in a manner approved by the General Manger.

Office: 808-235-4416

Email: admin@mkmarina.org

10. Lessee agrees to maintain the vessel, while moored at MKM, in a seaworthy, well appearing manner. Any discrepancies noted by the General Manager shall be remedied within 72 hours of notification to the Lessee.

11. Lessee agrees not to install any device onto or into the dock of the marina. Lessee agrees to pay for any costs incurred by MKM to restore the dock or dock fixture caused by action of Lessee or their guests.

12. Lessee agrees to pay in full for any damage to MKM property, facilities, and fixtures caused by Lessee or Lessee's agents.

13. Lessee may park one vehicle in the marina guest parking area on a space available basis for not longer than 72 hours. An MKM parking decal, obtainable from the office, shall be hung from the rear view mirror. Vehicles parked without parking decals will be towed at owner's expense. Parking for other vehicles for guests or crew must be arranged by Lessee outside of MKM.

14. Lessee hereby appoints Lessor and the General Manager of MKM his attorney in fact in case of emergency, including but not limited to sinking, fire, or storm condition, to take any action necessary to ensure the safety of the above vessel, other vessels moored in the marina or the facilities of the marina itself, which the Lessor or General Manager deems necessary under the circumstances, at the expense of the Lessee.

15. Lessee acknowledges that MKM is a residential marina and agrees not to conduct any business or commercial activity in or on MKM property.

16. The covenants of this lease are binding on all parties and upon proper compliance by the Lessee of all the covenants, Lessee may have full and complete use of the designated slip at MKM as prescribed above. Use of the slip includes one space-available parking, dumpster and restroom use. Use of the MKM grounds, clubhouse, and swimming pool are not included and are prohibited.

17. Lessee and Lessor warrant the above information is true and complete and any changes will be reported immediately to the Lessor and the General Manager.

Lessor: _____ Lessee: _____
(Print Name) (Print Name)

(Signature) (Signature)

Date: _____ Date: _____

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