

Special Privilege Agreement Form

Member/Boat Owner
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Boat Name	Space #	Monthly Fee
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Boat Parking at Kona Sailing Club is a **Special Privilege** for members in good standing who comply with the following conditions.

1. Boat must be owned by a **member in good standing** of Kona Sailing Club who **actively participates** in club activities. Any changes in ownership must be reported to the Port Captain within 7 days of transfer. Parking privileges are **not transferable** without prior permission of the Board of Directors. If a member sells their boat to another member and wishes to transfer pre-paid parking fees and/or deposits to the new owner, such agreement must be made in writing, signed by both parties, and submitted to the Board as part of the request for transfer of the parking space.
2. Boat must have **current and valid registration** with State of Hawaii or a USCG Documentation and have current registration and boat ramp stickers.
3. Boat and trailer must be in **usable condition and regularly used**.
4. Assigned parking spaces must be kept **free of weeds and trash** at all times. Failure to comply with this condition may result in an appropriate weeding/cleaning fee.
5. **No Commercial Activity** or use as defined by DLNR Section 13-230-8 Hawaii Administrative Rules shall be allowed on club property
6. Any significant boat or trailer repair or maintenance requires notification and approval of the Port Captain. no such work that would violate the Kona Sailing Club's use permit with the State of Hawaii Harbors Division is allowed
7. It is understood and agreed that the parking area provided is not secured and that any and all responsibility for damage or loss of equipment or property is born solely by the boat owner. It is further agreed that Kona Sailing Club, its officers and directors, shall be held harmless from any personal injury or property loss on club grounds.
8. Boats may be re-assigned parking spaces as necessary at the discretion of the port captain. The port captain will coordinate any such move with affected boat owners. if unable to contact the affected boat owner, Kona Sailing Club reserves the right to move the boat.
9. Parking fees will be determined by the Board of Directors and may be adjusted based on the financial needs of the club. All parking fees are payable in advance. A deposit equal to one month's fee will be held for the duration of this agreement. Fees are due by the first day of the month. Fees not received the 15th day of the month shall be assessed a \$15 penalty. Fees may be paid in advance. Payment made for the full calendar year made by the first of March will be eligible for a 10% discount. Fees not paid within 60 days will result in Board action which may include revocation of this agreement and removal of the boat from KSC property. Any boat with unpaid parking fees beyond 90 days will be subject to written notice of eviction and may be sold at auction in accordance with Hawaii Revised Statutes.
10. Failure to comply with any of the above conditions may result in immediate revocation of this agreement and eviction of the subject boat. All new parking agreements will include a 90 probation period, if for any reason a boat is in arrears for 3 months parking fees and/or no one is assuming responsibility for the vessel, and the Board receives no response to a registered letter sent to the registered owner, the board may arrange to sell the boat at auction in accordance with Hawaii law.

Sign	Print name	Date
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Address	Phone	Email
◦	◦	◦

Responsible Second Party

Sign	Print name	Date
◦		

Address	Phone	Email
◦	◦	◦

Office Use Only

Received on	By	Deposit of	Parking Fees of
◦		\$	\$