

MARINERS COVE ASSOCIATION
Commonly Known as Mariners Cove Bay Club
Use of Facility Agreement

Contact information: Joe Barros (MCBC Manager) 395-1191 or 753-6063, jbarros282@yahoo.com

Name of Member.	Address	Contact #
Date/Day of Event_____	Time Event Starts_____	Time Event Ends_____

The Mariners Cove Association (MCA) is comprised of all owners of homes in the Mariners Cove subdivision of Hawaii Kai. It owns and operates a recreational facility located at 800 Lunalilo Home Road, Honolulu, Hawaii 96825 (known as the “Mariners Cove Bay Club”) for the benefits of its members.

Pool: The swimming and wading pool located in the Pool Area, including all the equipment and facilities used to maintain and service the swimming pools.

Pool Area: The entire fenced area surrounding the pool, **not** including the MCBC Building.

MCBC Building: The non-residential building at 800 Lunalilo Home Road, including all furniture, fixtures, and facilities in or for the building.

MCBC Facilities: To include pool, pool area, and MCBC Building

Use of Facility: (UOF) MCBCA member requesting private use of facility, main building only.

Mariners Cove Association (MCA) hereby agrees to allow private use by member identified above upon the specific terms and conditions set forth below. Member has agreed to indemnify, defend and hold MCBCA harmless from and against any and all claims, losses, suits, demands, costs, judgments and expenses including attorney’s fees, resulting from or arising out of or in any way related to the members use, and or occupancy of the MCBC Facilities.

This Use of Facilities Agreement sets out the terms and conditions governing the usage of the facilities of the **Mariners Cove Bay Club (MCBC)**. In consideration of use of the MCBC Facilities, the undersigned MCBCA member agrees to follow and be bound by the requirements of this Use of Facility Agreement.

- 1. Membership in Good Standing.** The MCBC facilities may reserved for use only by a member in good standing of the MCA, current in the payment of Association dues, fees and/or assessments. Final determination of whether a member is in good standing shall be made by the Board of Directors of the MCBCA.
- 2. Facility User.** The MCA member signing this Use of Facility Agreement is the MCA member requesting the private use of the MCBC facilities (to include non-exclusive use of the pool and pool area). The member shall be responsible for the conduct and actions of all guests and attendees at any function held or initiated under the auspices of the member. The member is specifically responsible for insuring that all guests and attendees at any event held pursuant to this Use of Facility Agreement adhere to all terms, conditions and rules stated herein. **Member must be present during setup to accept deliveries and supervise caterers. Member must be present during the entire event specified by this agreement.**
3. Usage is limited to private MCA homeowners’ gatherings.
- 4. No commercial, political functions/ forums or fundraising activities are permitted unless specifically approved by the Board of Directors. Requests for waiver or reconsideration of this rule must be submitted to Hawaiian Properties, Property Manager, 1165 Bethel St. 2nd floor, Honolulu, Hawaii, 96813, at least 31 days in advance of the event.**
- 5. Indemnity.** The member agrees to indemnify and hold harmless the MCA, its Board of Directors (individually and in their capacity as Board members), the members of the MCA, and its employees and agents from any and all claims, demands, suits or judgments arising in any manner whatsoever from the member’s use of the property and facilities of the MCBCA under this Agreement.
- 6. Facility Rules.** The member will not employ the MCBC facilities for any unlawful or harmful purpose and agrees to abide by the “Mariners Cove Association (MCA) House Rules”, a copy of which is attached hereto and made a part hereof.
- 7. Use of Alcoholic Beverages.** No alcoholic beverages may be sold on the MCBC property. **The member agrees to be present for all activities** covered by the Use of Facility Agreement and, in particular, to ensure reasonable and responsible consumption of alcoholic beverages by those who may be in attendance at an event held at the MCBC facilities.
- 8. Unsafe Conditions.** The member agrees not to create any unsafe condition in use of the MCBC facilities. Bar-B-Que’s may only be used in approved areas.

9. **Damage.** The member shall cause no damage to the MCBC facilities and shall leave the MCBC facilities in the same condition as it was prior to use under this agreement. No tents, shelters, or other structures may be erected on the property. **Decorations are limited to table top ONLY. No tape, nails, tacks, or staples on walls, windows, ceiling or light fixtures unless permission is pre-approved by the Board of Directors.**
10. **Non-transfer.** The member may not transfer the use of MCBC facilities pursuant to this agreement to any other person(s) or group. **No second party sponsorships are permitted.**
11. **Noise.** Boisterous and loud conduct and/ or profane language at the MCBC Facilities are not allowed. Earphones must be used if a radio is played in the pool area. Noise levels must be at a reasonable level, not disturbing a resident of reasonable sensibility as determined by the MCBC Manager and Board of Directors, and within the permissible limits established by the City and County of Honolulu. **Under no circumstances shall amplified music or electronic musical instruments be permitted as part of an event held at the MCBC facilities.**
12. **MCBC Manager Authority.** The member shall cooperate with the MCBC Manager or Assistant Manager in matters involving MCBC facilities and shall comply with all reasonable requests of the Manager or Assistant Manager concerning use of the premises. The Manager or assistant Manager shall have the authority to immediately terminate this agreement and the use of facilities by the member should, in the Manager's or Assistant Manager's judgment, the use being made of the premises are in violation of this Agreement. Should the Manager or Assistant Manager cause such termination, the security deposit furnished by the member shall be forfeited to the MCA.
13. **Private Usage and Conditions.** A check in the amount of **\$150.00 is required for a security deposit and must be submitted at the same time the Use of Facility Agreement is completed and signed. No reservations will be considered final until the security deposit is received. Make the check payable to Mariners Cove Association. Parties are limited to 75 guests. No more than 25 individuals** are allowed in the pools (combined) at any one time. There is no fee for pool parties (10 person maximum). Each homeowner is allowed one (1) private usage party per calendar year. A fee of \$100.00, plus state tax, will be assessed for any additional usage and must be paid in a check made out to Mariners Cove Association, separate from the security deposit. The additional private usage fee is limited to Fridays, Saturdays and all City and County of Honolulu, State of Hawaii, and Federal Holidays. Mondays through Thursdays are free except for Holidays aforementioned.
14. **Pool closes at 7pm** and is subject to change. Parties can be held **Monday-Saturday only**. Reservations are held on a first come, first served basis. **Cancellation of a reservation must be made 14 days in advance of the reservation date or the security deposit will be forfeited. The deposit is refundable within 5 days following the event if all conditions of this agreement are met.**
15. **All vendors supplying services for events at the MCBC must provide a certificate of liability insurance with \$1,000,000.00 (One million dollars) minimum coverage and names 'Mariners Cove Association' as an additional insured. The certificate must be submitted to the Association or site manager no less than seven (7) business days prior to the event.**
16. **Jumper Houses. One jumper house, or like activity, only** is permitted on the front lawn and must be dismantled by 4 p.m. Member and/or his adult representative (over 18 years old) must remain outside with the jumper house at all times when it is in use. Liability insurance requirements described in #15 applies to jumper houses. No jumper houses after 4 p.m.
17. **Forfeiture of Deposit.** Security deposit shall be forfeited if any rule in this document is not abided by as determined by the management. This includes, but is not limited to, garbage in any amount left anywhere on the facility grounds (**please bring your own garbage bags**), failure to terminate event at the agreed upon time, and/or leaving doors and gates unlocked. If damages in a sum greater than the security deposit are incurred, the member shall remain fully liable for payment.
18. **Access to facilities. On the day of the event, contact MCBC manager to arrange for the opening of doors and set up. Contact manager at least one half hour prior to the conclusion of the event for instructions on closing up.**
19. **Posting on the website.** First initial and last name; purpose of private usage of the facility; date of reservation; time slot; number of people attending; and any vendors that might be used will be posted on the Mariner's Cove Bay Club website calendar when the reservation has been accepted.

Board's Discretion. The MCA Board of Directors may decline to accept the Use of Facility Agreement if, in the judgment of the Board, the use to be made of the MCBC facilities will not be in keeping with the purposes of the MCA or the provisions of its rules.

Member Signature _____ MCBC Manager Signature _____ Date _____

Security Deposit of \$150: Date Received: _____ Check # _____ Date Returned: _____

If not returned, reason(s) why: _____