



520 LUNALILO HOME ROAD
HONOLULU, HAWAII 96825

Rules and Regulations Governing Hawaii Kai Peninsula Boat Docks

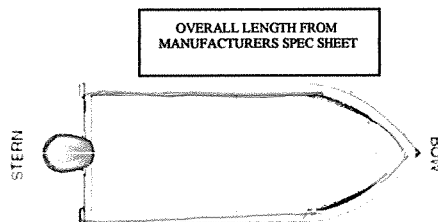
1. Resident owners (a resident owner who permanently resides at HKP full-time) wanting to lease a boat dock slip shall obtain a “Request for Boat Dock” form from the HKP Office. Commercial boat operators are not permitted to lease HKP slips.
2. Definitions:
Lessor - Hawaii Kai Peninsula, Association of Apartment Owners.
Lessee – Permanent Full-time Resident Owner who files IRS tax returns listing HKP as permanent address. (Full-time Residency Verification/Certification may be required).
3. Leasing a boat dock slip from the Association (AOAO) is a privilege and in order to be considered an applicant, the resident owner must be “In Good Standing” with the Association (*“In Good Standing” describes an owner who pays their fees and assessments on time, has no outstanding delinquencies, has no unresolved violations and fines, and is not currently in or subject to litigation by the Association*). If an owner is currently assigned a boat slip then falls out of “good standing” with the AOAO and/or violates boat dock rules they are subject to Lease Agreement termination. If the item(s) causing the “not in good standing” classification is/are rectified after termination the owner may re-apply for a boat slip and the re-application may be approved at the discretion of the HKP Board of Directors. If rejected, a reason for rejection will be provided, in writing, to the applicant. An approved re-application request will be placed on the bottom of the boat slip wait list, based on the order the lease re-application was received.

Also, Lessees whose slips are terminated, for any other reason, may re-apply for a boat slip and the re-application may be approved at the discretion of the HKP Board of Directors. If rejected, a reason for rejection will be provided, in writing, to the applicant. An approved re-application request will be placed on the bottom of the boat slip wait list, based on the date the lease re-application was received.

HKP boat slips are for the exclusive use of boat dock Lessees and their guest only.

4. All “Request for Boat Dock” forms will be processed in the order received and those requesting boat slips will be placed on a wait list until a boat slip becomes available. Those requesting boat slips must be full-time resident owners (permanently residing on property with and verifiable HKP address).

5. A Boat Dock Lease Agreement will automatically terminate if a resident owner sells their HKP residence or moves out of HKP. The use is not transferrable to another resident owner.
6. Only one boat slip can be leased to a resident owner at HKP regardless to how many units they own.
7. Only boats owned solely by an individual HKP resident owner may be moored in HKP boat slips. Co-ownership of a craft is not allowed.
8. The Lessor may terminate a boat slip lease if the Lessee sells their boat without (i) notifying the Boat Dock Committee Chair (ii) providing proof of replacement boat purchase within 30 days.
9. The Lessor may terminate the boat slip if the renter is delinquent on boat dock fees for thirty (30) days.
10. The maximum length of power boats permitted in an HKP boat slip will be 23 ft. This measurement is Bow to Stern (excluding swim platform and motor) as normally documented in the Manufacturer's specification sheet for a 23 ft. vessel.



Non-motorized sailboats that are permitted in an HKP boat slip are those with minimum 19 ft. length and maximum 23 ft. length. This measurement is Bow to Stern.

11. Boats must demonstrate operability by exiting their slips twice a month. Once during the period of the 1st-15th of the month and once during the 16th-29nd of the month. An automated procedure has been put in place to track boat movements in regard to the twice a month movement requirement to ensure your boat is operational. Notification to the HKP office or security is not required. Failure to adhere to the twice a month movement requirement may result in termination and non-renewal of your lease.
12. Boat slips vacant (no boat physically in slip) for a period longer than fourteen (14) consecutive days may be terminated unless notification of a longer prolonged absence has been provided and approved, in writing, by the Boat Dock Chair or the Board of Directors.
13. The Boat Dock Chair (designated by the Board of Directors) will approve the boat slip assignments for resident owners who are next in line on the official waiting list that is maintained by the Boat Dock Chair.

14. Non-motorized water craft, such as kayaks, canoes, dinghies, inflatable boats, small sailboats, should use Boat Slip 1 for launching and are not assigned boat slips. A boat slip Lessees boat, and/or any motorized craft of any type, is prohibited from using Slip 1 at any time, for any reason.
15. The Lessor may terminate a Lessee's boat slip lease for a violation of the Lease Agreement or any of these rules. Boat slip must be vacated within seven (7) days of notification of termination. The notification will be sent to the address designated on the Lease Agreement. All personal belongings, such as floating docks, hoses, dock lines, dock boxes, and AirDocks (including AirDock pump equipment, airbags and visible and/or submerged infrastructure), must be removed. The costs to remove any personal belongings left on the dock and/or in the slip, upon vacating the slip, will be charged back to the lessee.
16. Boat slips may not be reassigned, subleased, or loaned by the resident owner Lessee to another individual or water craft of any type.
17. A boat moored in any HKP slip may not be used for any commercial operation for which payment is received for services rendered, i.e., fishing, whale watching, wedding ceremonies, or any activity for which money is paid to the boat operator and/or crew.
18. At the time of lease and prior to expiration the Lessee must provide the General Manager with a **current** valid copy of State of Hawaii Boat Registration, Hawaii Kai Marina Community Association Boat Registration, Proof of Insurance, and manufacturer's specification sheet defining boat length. Additionally, these documents may also be requested "on demand" at any time during the lease period. The Lessor may terminate the Lessee's boat slip lease for failure to provide such documents after notification or the Lessee is operating boat with expired credentials.
19. Boat resident owners are not allowed to operate their boats in the marina unless the boat is properly registered (active) with the Hawaii Kai Marina Community Association, Hawaii Kai Marina Shopping Center, 377 Keahole St/ #D1-C, Honolulu, HI 96825. Boat registration must be renewed on an annual basis.
20. Lessor must provide proof of liability insurance naming Hawaii Kai Peninsula as an additional insured party, to indemnify and defend and hold harmless Hawaii Kai Peninsula and its members, Board of Directors, agents and employees from any action, claim, or demand by boat owner or by any other person, including but not limited to any guests or members of boat owner's household, for any and all personal injury or wrongful death, arising out of any use of the boat, boat slips or facilities and for any loss or damage to personal property including or not limited to boat or other property of the boat owner placed on or about the boat and boat dock and slips.

21. Any damage to a leased slip must be reported to the Boat Dock Chair immediately. The Lessee will be responsible for damage to slip or the dock area that is caused by Lessee that is not considered normal wear and tear. Any damage or needed repairs shall be reported immediately to the Boat Dock Chair. No attachment of any kind shall be made to a dock surface or any supporting structure. Damages caused by such an attachment, such as drilled holes, glue residue, component attachments, mechanical fasteners, etc., will be repaired and/or replaced and charged back to the Lessee.
22. Only fuel cans approved by the U.S. Coast Guard shall be stored and used on any boat residing at HKP docks. (No dock storage of fuel of any kind permitted)
23. The Board may remove any boat that does not have a valid lease, does not have valid credentials (state registration, marina registration, insurance coverage), abandoned, in disrepair, unsightly, sunk, or otherwise a menace to the community.
24. Initial boat slip assignments may not be changed. Once a boat slip is assigned to a Lessee that is the slip that must be used for the duration of the lease and/or when renewing a lease.
25. All boats are to be tied to boat slips securely to prevent drifting away or hitting other boats. Boats improperly secured that cause damage to the dock or other boats will have damages charged to the Lessee.
26. Living onboard a boat while at the HKP boat slips is strictly prohibited.
27. The boat dock, AirDocks, and floating docks must be kept clean and free of personal belongings. Neatly kept dock boxes, mooring lines, and water hoses belonging to the Lessee are permitted on the docks as long as they do not present a tripping hazard.
28. Swimming and/or diving off boats while moored in the boat slip is prohibited.
29. Fishing or crabbing while in the boat slip and dock area is prohibited. The use of rods and reels and casting lines anywhere in the dock and slips areas is prohibited for safety, health, and property damage reasons.
30. Cleaning of fish on the boat or dock while moored in the boat slip and in the Marina waterway is prohibited.
31. All boats at HKP must be maintained in sea worthy condition at all times. Meaning that the boat is able to proceed safely to sea under its own power. Dead batteries are the exception. The Board reserves the right to terminate boat slip leases for boats that are not maintained in sea worthy condition.
32. No major boat repairs (as determined by the Board) may be done at the boat slips.

33. No boat shall be boarded without permission of the boat owner. Only boat slip resident owners and their guests may board. However, in cases of emergency HKP personnel may be required to access boat to handle an emergency or area around the boat to inspect the boat dock alongside the boat.

34. Boats shall be docked only in the boat slip assigned to that particular boat and Lessee.

I attest I have read and understand the above and will comply to “The Rules and Regulations Governing the Hawaii Kai Peninsula Boat Slips”.

Lessee (Resident Owner) Signature

Witness Signature

Lessee (Printed Name)

Witness (Printed Name)

Date