



VESSEL REGISTRATION 2017

In accordance with the Declaration of protective Provisions and the Rules and Regulations governing the use of the Hawaii Kai Marina, I am applying for registration of the following vessel and certify that I have read and understand the terms and conditions on the reverse side of this contract and agree to observe and be bound by said terms and conditions, and guarantee that all users of my vessel, for which I agree to be responsible, will likewise observe and be so bound.

1	Legal Owner:	13	HA/USCG Exp:
2	Street Address:	14	Boat Type:
3	City, State, Zip:	15	Draft:
4	Res. Ph:	16	Boat MFG/Model:
5	Bus. Ph:	17	Total Eng HP:
6	Cell Ph:	18	Fuel Type:
7	E-Mail:	19	Primary Color:
8	State HA No:	20	Color of Trim:
9	USCG Doc. No:	21	Name of Vessel:
10	HK Reg No:	22	Insurance Exp:
11	Trailer:	23	Registration Date:
12	Length:	24	Other:

I hereby certify that I am the legal owner of the above described vessel and that I:

- Own and reside at the above address which is a Marina waterfront property.
- Rent at the above address which is a Marina waterfront property (submit proof of residence – current rental agreement with owner).
- Own Marina waterfront property at: _____.
- Hawaii Kai resident, non waterfront property.
- Rent a boat slip at Koko Marina shopping Center... Slip No. _____

Either the renter or the owner of a Marina property can register a boat, but not both concurrently!

I understand any falsification will automatically invalidate this registration and subject me to potential legal recourse by the Hawaii Kai Marina Community Association, including any court costs and reasonable attorney's fees.

Signature of Legal Owner: _____ Date: _____

HAWAII KAI REGISTRATION NUMBER _____ is assigned to the vessel described above for calendar year 2017.

Registration Fees: \$ _____ By: _____ / _____
 Receipt of the sum is hereby acknowledged Beverly A. Liddle, Marina Manager Date

TERMS AND CONDITIONS

1. I understand that the Marina is privately owned.
2.
 - a. If I moor my boat at the Koko Marina boat docks, this registration merely grants me a revocable license to enter the Marina for the purpose of mooring my boat at the Koko Marina boat docks. Unless I am a Hawaii Kai resident, I understand that my use of the Marina is restricted to entering and leaving the boat docks to the Kalaniana'ole Highway Bridge by the shortest possible route, and any failure to do so is a violation of this Agreement.
 - b. If I am a Hawaii Kai resident, this registration grants me a revocable license to use the Marina.
3. As a condition to the grant of this revocable license, I agree that I and any operator or guest on my vessel shall comply with all recorded Declarations of Protective Provisions, all current Marina Rules and Regulations and such other rules, regulations, memos and any other directives as may be adopted from time to time governing the use of the Marina. I also understand that failure by any operator of the registered vessel to comply with any of the above may result in penalties and/or cancellation of this license.
4. This registration is not transferable.
5. I will file a separate registration and pay the applicable fee for each vessel using the waterways of the Marina, whether I own it now or at any time in the future. I will register each vessel before using it on the Marina.
6. When I no longer own the vessel registered, I will notify the Hawaii Kai Marina office. No refunds shall be made for the unexpired term of the registration. If I acquire another vessel in its place during the same year, I must register it and pay the full registration fee.
7. This registration expires on the last day of the calendar year it is issued. Annual re-registrations may be made up to January 31st of the following year. Any vessel not re-registered by January 31st will not be permitted on the waterways of the Marina until the delinquent re-registration is completed and the applicable fee paid.
8. This registration does not supersede, nor excuse failure to comply with rules and regulations issued under city, state or federal, authority as may apply to the vessel registered.
9. I have received a copy of the current rules and regulations.
10. All persons, whether owners, operators or guests, shall use the Marina and waterways at their sole risk without any obligation or responsibility whatsoever on the part of the HAWAII KAI MARINA COMMUNITY ASSOCIATION, or any of their parent, subsidiary and affiliated companies, and the officers, directors, employees, agents, predecessors, successors and assigns.
11. This registration is issued on the condition that I, all operators of my vessel and guests or users aboard my vessel, hold harmless the HAWAII KAI MARINA COMMUNITY ASSOCIATION, its parent, subsidiary and affiliated companies, and the officers, directors, employees, agents, predecessors, successors and assigns of each of them against all claims and demands for loss or damage, including property damage, personal injury and wrongful death, arising out of or in connection with the exercise of the right and/or privilege of using the waterways of the Hawaii Kai Marina. If a claim is made by me or any of the operators, guests or users of my vessel against any of the above entities or individuals, based on use of my vessel within the Hawaii Kai Marina, I will fully indemnify the above entities or individuals for all costs incurred by them regarding the claim, including but not limited to any amounts that may be awarded, attorney's fees and court costs.
12. I understand my failure to comply with these terms and conditions constitutes a breach of this contract. In this case, Hawaii Kai Marina Community Association or any other persons so entitled shall bring and sustain any action to enforce any of the provisions contained in the Declaration of Protective Provisions, Rules and Regulations, and any such other rules, regulations, memos and directives as may be adopted from time to time governing the use of the Marina, they shall be entitled to recover from the violation of such, all their costs and expenses, including a reasonable attorney's fee incurred in connection with such action.