

*Akwa Marina Yacht Club LLC Use and
Rental Agreement for Stadium
Cabana*

2012

Date _____ # _____

Rental Period: May 15, 2012 – October 15, 2012

Rental fee amount: _____ (Please see attached price list, or call)

Damage Deposit: \$500

*** Please add \$1500 for Non-Members ***

Name _____

Address _____

E-mail Address _____

Home Phone _____

Work Phone _____

Do not write below this line

Key picked up Date Time _____

Key returned Date Time _____

Any damage? _____

Amount charged for damage, if any _____

The use of the Cabana is intended solely for Akwä Marinä Members. Akwä Marinä members may not act as an agent for others seeking to use the Cabana. Subleasing is strictly prohibited

The Akwä Marinä Cabana is a Non-Smoking Facility

YOU MUST CHECK THE FACILITY WHEN YOU FIRST ARRIVE TO SEE THAT EVERYTHING IS IN ACCEPTABLE CONDITION

This includes storage room. You must call the Akwä Marinä IMMEDIATELY if anything is out of order or any damage is observed. You will be liable for all damage and clean-up required as a result of your Cabana usage.

- 1• Do not use extension cords. Use extreme caution and be sure to properly use all electrical outlets.
- 2• No open fires allowed inside of cabanas, or on first floor porch, including gas, electric or charcoal grill or stoves.
- 3• No Akwä Marinä chairs, tables, lounges, or grills are to be stored in the Cabana. Please do not remove them from the park or pool areas.
- 4• Please do not leave open the door leading out to the pool or lawn area when not present.
- 5• Do not nail, screw, use adhesive tape or other damaging methods to hang or secure items on the walls, doors, ceilings or fixtures. Flat screen TV's and pictures may be installed upon request. Do not leave any tacks or pushpins in the Cabana.
- 6• Do not tamper with, make adjustments to, or turn off pool or telephone equipment.
- 7• No stereo speakers may be placed outside the Cabana. Please be considerate of surrounding neighbors – especially late evening.
- 8• **Take your trash with you. Please dispose of cabana garbage into dumpster. Not trashcans located within facility. Do not use the Cabana as a trash can.**
- 9• The Cabana and its facilities are available to rent for the purpose of **daytime usage and storage only. Sleeping in cabana is not permitted.**
- 10-Any deviation from these rules and regulations may cause this agreement to be terminated without refund.
- 11-All facility rules and regulations, including but not limited to docking facility, picnic area, beach area, pool area etc., rules and regulations must be followed by all members and members' guests. Members are responsible for all of their guests. Guests are not permitted use of cabana or other facility amenities without an active member being present with them at all times.
- 12- Please do not duplicate the keys for any purpose.
- 13- Damage deposit will be returned upon inspection of cabana and original key return.
- 14- Lease must be renewed for proceeding season, prior to end of current season, in order to leave large personal affects such as furniture etc. inside of cabana over winter months.
- 15- No access is granted over winter months please take all items you will need over winter with you when you close cabana for season. Cabanas are not winterized, electricity and water will be turned off, and units will not be heated. Be sure to remove all perishables from refrigerator for the winter.
- 16- Akwä Marinä is not responsible for any lost or stolen items from cabana. Insurance for such items is the Members (lessee's) sole responsibility.
- 17- Cabana may not be used for any unlawful purposes.
- 18- No storage of gasoline, propane, fuel or any other flammable materials allowed inside of cabana.

19-Akwä Marinä reserves the right to enter cabana at anytime

20- NO PETS IN CABANAS

21- Please use cabana with respect as if it were your own personal property. Remember to shut off the ceiling fan and lights, turn off running water etc. This helps the green movement and helps keep costs down which in turn help keep your future costs down.

The Cabana will be inspected immediately after usage to ensure compliance with the Cabana rules. You will be liable for all damages to the facilities caused by you or anyone attending your event. Misuse of the Cabana will require a \$500.00 security deposit for any future use and may result in revocation of Cabana use privileges. **It is especially important that the door is secured after usage!**

Akwa Marina Yacht Club LLC reserves the right to change and/or add rules at anytime and at it's sole discretion.

I have read the above rules and rental policy and agree to abide by them.

I agree to indemnify and save harmless Akwä Marinä Yacht Club LLC from any and all claims and expenses arising out of my rental of the facilities. Akwä Marinä Yacht Club LLC is not responsible for any items lost or stolen. Please do not leave valuables unattended.

I will advise the Cabana Rental Chairperson at the beginning of the reserved usage time if the Cabana is not in good order.

Print Name _____

Signature _____

Date _____

For emergency purposes, the address of the Cabana is

95 Centenary Ave, Laconia, NH 03246