

Flyin' Hawaiians Gone Bad ("FHGB")

Membership Rights and Obligations – Summer 2008

The house is located at 211 Anchor Way, Dewey Beach, DE 19971-2433.

The season runs from Thursday, 22 May 2008, until Tuesday, 2 September 2008.

Members of the house agree to be personally liable and responsible for any damages caused by him or herself or his/her guest(s). Members also agree to be personally liable and responsible for any fines levied against the house that are the direct result of his/her or his/her guest(s)'s actions or behavior.

The house is run by an executive board ("Board"). The Board has the right to terminate a member's share without refund at any time for due cause, including but not limited to physical violence, destruction of personal or real property, sexual harassment, and theft, through unanimous consent.

Members further acknowledge and agree to abide by the following house rules:

A. Share Descriptions, Payment and Membership

Full Share Membership - \$1200. This includes anytime during the week, all weekends, and all three (3) holiday weekends (*i.e.*, Memorial Day, July Fourth, and Labor Day).

Pursuant to the lease, full shares are not allowed to permanently reside at the house. Full share members are guaranteed beds, but not choice of beds. On crowded and holiday weekends, double beds should contain two members to conserve sleeping space. Beds may be claimed by placing linens on the bed. Linens must be removed from all beds upon departure. If a full share will be arriving late, he or she may ask a full-share designee to claim a bed upon arrival.

Partial Share Membership - \$900. This includes nine (9) total weekends inclusive of no more than two (2) pre-selected holiday weekends.

Payment deadline is April 15, 2008. Share prices maybe increased by the board after the deadline to meet the house budget.

A partial share member may not come down more than two (2) holiday weekends or nine (9) weekends total during the course of the summer unless: (A) a full share membership remains available and (B) the partial share member pays \$300 to upgrade to a full share membership.

Partial share members may claim beds on a first-come, first-served basis once all full shares have claimed beds or if there are clearly enough beds available for the weekend for all announced full shares. Beds may be claimed by placing linens on the bed. Linens must be removed from all beds upon departure.

All members must announce their arrival by responding to the weekly evite. Only “announced” members have priority in sleeping arrangements.

Membership and Payment: to become a house member you must:

1. Meet with at least 1 board member
2. Submit a signed copy of this document to the board to FHGB211@gmail.com
3. Submit your full payment, Paypal address is FHGB211@gmail.com

New member spots are filled on the first-come-first-serve basis.

Existing members cut off payment date is April 1st 2008. If an existing member is not paid in full by this date her/his spot will become open for new members who want to join.

Share prices and fees have been set in hopes of breaking even with the costs associated with running the house. If the Board finds a surplus at the end of the season, it may be used as the Board sees fit consistent with the continuation of the house into 2009.

B. Guest Policy

Guest fees:

1. Mon, Tue, Wed, Thu, Sun - \$10/night
2. Regular weekend (Fri, Sat) - \$60/weekend
3. One weekend night (Fri OR Sat) - \$40/night
4. Holiday weekend (Fri, Sat, Holiday) - \$100

The maximum number of *nights* a guest may stay without purchasing a summer share is four (4) nights. There is a limit of two (2) guests per member per visit unless prior Board approved.

GUEST FEES ARE VERY IMPORTANT TO THE HOUSE. MEMBERSHIP SHARES ALONE DO NOT COVER THE COST OF OPERATING THE HOUSE. Guest fees benefit both members and guests, and are allocated towards portion of the lease, utilities, house supplies, and occasional cleaning services, repairs and maintenance.

A guest is someone who does not have a house in Dewey Beach or has not paid rental or guest fees elsewhere in Dewey Beach. If you drag a “friend” back from the bar, you will not be charged a guest fee. If your guest becomes a drag back to another house, you will not be reimbursed for their guest fee.

All house members are responsible for their guests. This includes all cleaning, damages, and guest fees. The responsible member must accompany the guest in the house at all times and guests may not arrive at the house before members. Upon arrival, members must ensure that their guests sign a liability waiver.

Prior to arrival, members must note the names of their guests on the weekly evite and pre-pay all guest fees via paypal. Unpaid guest fees will result in the responsible member not being able to enjoy use of the house until the debt is paid.

Guests have no right to beds. Guests may claim a bed only after all members have done so as informed by the weekly evite. It is not the responsibility of any member to kick someone else's guest out of a bed. Instead, it is the responsible member's duty to ensure that their guest moves from a bed if a member arrives unannounced.

Guests must provide their own linens, towels, blankets, pillows, sleeping bags, air mattresses, etc. All linens, etc., are the property of individual members and not for general house use.

Guests may not be under twenty-one (21) years of age without prior Board approval. Third-party guests are not allowed, *i.e.*, no guests of guests, without prior Board approval.

C. Parking

No parking spaces are available for members. The space in front of the house has a fifteen (15) minute maximum for loading and unloading purposes only. Executive Board members are the only members allowed to park in the space according to a schedule defined by the Board. According to condo association rules, only two cars can be parked in front of the unit at one time and all others will be towed. Board members also must abide by that policy.

Seasonal parking permits are required for on-street parking in Dewey Beach and are available for purchase at the City Hall at 105 Rodney Street.

D. Food/Drink/Cleaning

The house does not provide any food or alcohol for members. Unless food/alcohol is clearly labeled with your name, it is available for house consumption; therefore, either label all of your food, or bring a plastic bin to the house with your name on it to contain your food.

A maid service will be hired for regular cleaning every week. This service comes on Monday or Tuesday and is for the floors and bathrooms ONLY and DOES NOT include kitchen cleaning or laundry service, both of which must be performed by house members. Members must pick up for themselves and for their guests. The cleaning service charges premiums when the house is left excessively dirty. Those additional fees are a burden on the whole house and can detract from budgeted items and activities sponsored by the house.

At the end of the weekend, load the dishwasher, take out the garbage, turn out the lights, turn off the A/C or heat, close all windows, and lock all doors. The combination to the lock box containing a house key will be provided to house members if needed.

E. Noise/Smoking/Pets

Noise violations are given out frequently and for very little cause in Dewey Beach. These violations can run up to \$800 and a second infraction may result in eviction. If a noise violation occurs, you will be responsible if you and your guests are the only people involved.

To prevent such infractions, please limit the use of the front balcony after dark and use the bayside balcony and patio area for smoking. Also, please be cognizant of the stereo volume and be advised that the Board may ask you to turn the music off after 11 p.m.

No smoking is allowed in the house. Pursuant to the lease, pets are not allowed in the house under any circumstances.

F. Illegal Behavior/Safety/Personal Property

This house has a no tolerance policy to illegal or abusive behavior. Drugs use, in particular, is grounds immediate termination of membership without refund. This includes the use of marijuana. Leave your valuables at home. Be sure to secure anything of value when you leave, including wallets, jewelry, etc.

G. Member Information

Full Name: _____

Address: _____

Cell Phone #: _____

Preferred email: _____



(insert photo here)

I, _____, have read and accept the policies contained in this membership agreement. I agree to indemnify and hold harmless FHGB, its agents, or any other person against loss or expense including attorneys fees, by reason of the liability imposed by law upon FHGB, except

in cases of FHGB's sole negligence, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any persons, or an account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of FHGB, its agents, or any other person.

If I choose to participate, I understand that boating is an activity that has an inherent risk of damage and injury. Members of FHGB are participating entirely at their own risk. FHGB will not be responsible for injury to members, including death, sustained as a result of participation, and I agree to release FHGB and its agents from any and all liability associated with such participation to the fullest extent permitted by law.

Date: _____

Executive Board Witness: _____