

**Flyin' Hawaiians Gone Bad ("FHGB")**

**Membership Agreement – Summer 2011**

**By paying a Flyin' Hawaiians Gone Bad share a member confirms that he/she have read and accepted the policies contained in this membership agreement.**

The house is located at 123 Bellevue St, Dewey Beach, DE 19971

The season runs from Friday, 20 May 2011, until Monday, 5 September 2011.

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 Description, Payment and Membership**

2010 FHGB shares are **\$1300**. There is an additional **\$100** security deposit due at enrollment that will be returned when the security deposit for the summer rental is returned. Unpaid guest fees and/or value of damaged property maybe deducted from members security deposit. The total dues at enrollment is **\$1400**.

This includes anytime access 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. 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.

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

**Submit your payments via PayPal address: [FHGB211@gmail.com](mailto:FHGB211@gmail.com)**

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

**B. Guest Policy**

**Guest fees:**

1. Mon, Tue, Wed, Thu, Sun (non holiday) - \$20/night

2. Regular weekend (Fri, Sat) - \$80/weekend
3. One weekend night (Fri OR Sat) - \$60/night
4. Event weekend (Station Party, Running of the Bull, Scavenger Hunt, Bar Golf) - \$100
5. Holiday weekend (Fri, Sat, Holiday) - \$150

Holiday or Event weekends can not be split up into individual nights.

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

**GUEST FEES ARE 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. **HOWEVER COMFORT OF ALL MEMBERS IS IMPORTANT.** Individual member's friends are not friends of all house members. **PLEASE KEEP THE NUMBER OF GUESTS REASONABLE.**

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. Guests may not arrive at the house before members. Upon arrival, members must ensure that their guests sign a liability waiver posted on the kitchen wall.

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 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 under any circumstances.** Third-party guests are not allowed, *i.e.*, no guests of guests.

### **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. 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 12 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.

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.

**G. Member Information**

Please email information below to FHGB211@gmail.com

**Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Cell Phone #:** \_\_\_\_\_

**Preferred email :** \_\_\_\_\_

**By paying a Flyin' Hawaiians Gone Bad share I confirm that 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.**