

ASSOCIATION OF APARTMENT OWNERS OF THE KAHALA BEACH OCEAN EQUIPMENT STORAGE RENTAL POLICY, RULES, AND WAIVER

RACKS FOR PERSONAL OCEAN EQUIPMENT (SURFBOARDS, PADDLE BOARDS, KAYAKS, ETC.) ARE AVAILABLE FOR RENT IN STORAGE ROOMS IN BUILDINGS 1 AND 4

Note: The AOA is not obligated to supply ocean equipment storage. Therefore, the cost to set up and maintain a recreational ocean equipment storage rack is borne by those who use it. The following charges and rules to rent ocean equipment storage racks are in effect as of August 1, 2020.

POLICY: Storage is only for personal ocean equipment such as surfboards, paddle boards, kayaks, etc., belonging to owners and long-term tenants. Owners and long-term tenants may rent one (1) storage rack per unit, unless the equipment is too large for one (1) storage rack and requires two (2) storage racks. Those wishing to rent a storage rack(s) must complete a policy agreement form available in the office and pay a key deposit (\$50, limit one storage room key per apartment) and an annual rental payment (\$120 per equipment space per year). The annual rent is due on or before January 1 each year. Unpaid annual rental becomes delinquent on February 1 each year, at which time any equipment left behind will be returned to the owner. If personal equipment has not been claimed by March 1 each year, it will be removed and disposed of pursuant to the requirements contained in § 514B-139, Hawaii Revised Statutes.

There is currently a waiting list for ocean equipment storage space. Once a space becomes available, you will be assigned a numbered rack and key to the storage room. If a space is not available, you will be placed on a waiting list, in the order that your completed application was received. If you are placed on the waiting list, a key deposit will not be required until you are advised of an available slot in a storage rack. If you choose not to take a storage rack at the time such available space is offered, you will be removed from the waiting list or moved to the bottom of the waiting list as you so indicate.

DEPOSIT: A one-time deposit of \$50 (refundable on returning the key in good condition) is required for all applicants at the time of first rental.

COSTS: Ocean equipment rack storage space may be rented for \$120 per rack, paid annually in advance on or before January 1. There is also an initial \$50 refundable key deposit. For the first year of rental only, the amount will be pro-rated at \$10 per remaining month of that calendar year. There will be no short-term rentals (less than one year) except for new annual rentals in mid-year. Space will be rented on a first-come, first-served basis. There will be a maximum of two equipment pieces per apartment.

WAIVER: Storage of your ocean equipment is at your own risk. The Kahala Beach shall not be liable for any claim or loss due to theft, vandalism, fire, flooding, or any other cause of damage to storage racks or your equipment. By signing below, you release and waive any claims against The Kahala Beach. You agree to indemnify, hold harmless and defend The Kahala Beach and its board, officers, agents and employees against all disputes, demands, claims, liabilities, injuries and damages resulting from or in any way connected to your use of the rack storage space.

RENEWAL: Preference for annual renewal will be given to current equipment rack renters if the annual fee is paid on time.

RULES AND CONDITIONS:

1. Ocean equipment storage is for resident owners and long-term tenants only.
2. Racks are for storage of personal ocean equipment only.
3. Racks are for personal use and are not transferrable. Specifically, racks may not be sub-leased or assigned to someone else.

4. You are responsible for securing your equipment in your assigned rack after each use.
5. A storage room key may be obtained from The Kahala Beach Management Office. You are responsible for its safe return. Failure to do so will result in forfeiture of your deposit, and if a replacement is required, payment of a new deposit is a condition for issuance of a second key.
6. Storage racks may not be modified, altered, or changed in any way, except by the Association.
7. You are liable for any damage to your assigned rack, to adjoining racks, or to other residents' property caused by you, your family members, or guests.
8. Residents, family members or guests causing damage to the storage racks, to adjoining racks, or to other residents' property are subject to the forfeiture of Resident's deposit and loss of use of the storage racks.
9. All equipment must be maintained in a clean and tidy manner, free of sand, food, grease, loose parts, etc. This is to minimize the occurrence of bugs and rodents in the storage rooms.
10. Equipment washing areas are on the grass between Buildings 1 & 2 (hose is on the corner of Building 2) and on the grass between Buildings 3 & 4 (hose is on the corner of Building 4).
11. Equipment washing is not permitted in and around entries to the storage lockers.
12. Any soiled Association equipment or storage space area requiring cleaning by staff will be charged back to the renter at \$50.00 per hour.
13. No rubber inflatable boats or flotation devices of any type are allowed in the storage rooms.
14. All equipment must be clearly marked with the owner's name and apartment number. Unmarked and abandoned items will be removed and disposed of pursuant to the requirements contained in § 514B-139, Hawaii Revised Statutes.
15. Equipment storage renters must exercise all possible care not to disturb the tranquility of the apartments around the storage rooms. Noise, drinking, and eating is not permitted in the area.
16. Using a space not assigned to you will result in forfeiture of your space.
17. There will be a 10-day period for you to remove equipment if you do not comply with the rules/agreement or have not paid the storage fee on or before the due date.
18. The Board reserves the right to amend, modify or change these policies and rules from time to time as the Board deems appropriate so long as such changes are not inconsistent with any applicable laws, ordinances, or regulations applicable to The Kahala Beach and its operation.

POLICY AGREEMENT FORM

By completing and submitting this form, I acknowledge that I have read, understood, and agreed to the ocean equipment rental rules and conditions.

SIGNATURE OF RESIDENT: _____ DATE: _____

SIGNATURE OF KBA MANAGEMENT: _____ DATE: _____

PLEASE PRINT CLEARLY: _____ DATE: _____

LAST NAME: _____ FIRST NAME _____ MI _____

APARTMENT NUMBER: _____

HOME TELEPHONE: _____ CELL: _____

E-MAIL ADDRESS: _____