

Independent Maid Service Indemnity Agreement

This Indemnity Agreement is given by _____ (name of housekeeping service/contractor), hereinafter referred to as "Contractor", for the benefit of the Association of Apartment Owners, The Whaler on Kaanapali Beach, a Hawaii nonprofit corporation, whose principal place of business and post office address is 2481 Kaanapali Parkway, Lahaina, HI 96761, hereinafter referred to as "AOAO" and for the benefit of the AOA's Managing Agent, hereinafter referred to as "Managing Agent", as designated from time to time by the AOA Board of Directors. This Indemnity Agreement shall be effective as of the date first written below and shall be automatically renewed on each anniversary date unless otherwise terminated by mutual agreement, in writing, between Contractor and AOA.

RECITALS:

- A. AOA maintains and operates the common elements of the condominium project known as The Whaler on Kaanapali Beach, located at Kaanapali, Maui, Hawaii (the "Project"). Managing Agent oversees daily operations at the project and indemnifies AOA against certain claims and liabilities.
- B. Contractor, through contracts or similar arrangement with owners of units at the Project, arranges for and/or provides housekeeping and other services to those owners, whether such owners' units are offered for rental or not.
- C. Contractor, in its provision of the above-mentioned services, from time to time causes its employees, agents, assigns, or independent contractors to enter upon and utilize the Project premises and common elements.
- D. AOA has no objection to Contractor's employees, agents, assigns or independent contractors entering the Project premises or using common elements in the provision of the above-mentioned services provided Contractor provides AOA and Managing Agent an indemnification in favor of AOA and Managing Agent and secures liability insurance coverage with AOA named as an additional insured all as provided herein.

NOW, THEREFORE, in consideration of the representations made in the foregoing recitals, the terms and conditions of this Agreement and other good and valuable consideration, Contractor covenants and agrees with and for the benefit of AOA and Managing Agent as follows:

- 1. Contractor agrees to release AOA and Managing Agent from, and to indemnify and hold harmless AOA and Managing Agent against, any and all claims, demands, actions, causes of action, liability, loss, damages, costs or expenses, including attorneys' fees, by whomsoever made, arising out of or connected in any way with, directly or indirectly, Contractor's employees, agents, assigns or independent contractors entering and using the Project premises or common elements for the rendering of services to unit owners at the Project.
- 2. As a means of ensuring its potential liability under the indemnity provided in paragraph 1, Contractor shall, at all times while providing services to unit owners

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at the Project, carry a commercial general liability insurance policy on a "occurrence" form with minimum limits of liability insurance policy on a "occurrence" form with minimum limits of liability of \$1,000,000 for each occurrence and \$2,000,000 aggregate coverage. Such insurance policy and Certificate of Insurance therefore, shall contain provisions specifically naming AOA and Managing Agent as an additional insured. The insurance procured by Contractor pursuant to this paragraph shall be considered primary insurance and shall apply to any loss or claim pursuant to paragraph one above before any contribution by insurance held by AOA or Managing Agent. Contractor shall submit to AOA a Certificate of Insurance evidencing Contractor's procurement of the insurance required under this paragraph which Certificate of Insurance shall provide that the insurance coverage shall not be terminated without at least thirty days prior written notice to AOA.

3. When used in this Agreement, the term "AOA" shall be deemed to include the Association of Apartment Owners, The Whaler on Kaanapali Beach and its members, owners, officers, directors, employees, agents, representatives, successors, and assigns, and the term "Contractor" shall be deemed to include the provider of services, its employees, agents, successors and assigns, and independent contractors.

IN WITNESS WHEREOF, Contractor has executed this document on the date opposite its signature below.

Date: _____

By: _____

Its: _____

Contractor

Accepted and Agreed To:

Association of Apartment Owners,
The Whaler on Kaanapali Beach

By: _____

Its: _____

AOA, for itself and Managing Agent

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this ____ day of _____, 200 ____, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument as Contractor, and acknowledged that _____ executed the same as _____ free act and deed.

Notary Public, State of Hawaii

My commission expires: _____

