



Vehicle Storage Agreement

1) Basic Information

Date of Agreement: _____	
Vehicle Storage Location: _____	The Whaler Condominium Project
Vehicle Owner/Authorized Agent	Vehicle Manufacturer: _____
Name: _____	Vehicle Model: _____
Address: _____	Year: _____ License No.: _____
_____	Color: _____
Phone: (____) _____	Car cover provided: Yes <input type="checkbox"/> No <input type="checkbox"/>
Email: _____	Estimated Value of Vehicle: \$ _____

2) Terms of Storage

The Owner is strictly prohibited from storing any other property in the Vehicle, including materials which are or may be classified as hazardous or toxic under any law or regulation. Examples of items that may not be stored in the Vehicle include, but are not limited to, food (including canned or dehydrated foods), paint, paint thinner, gasoline (other than as may be contained in an on-board manufacturer installed gas tank), flammable chemicals, compressed gases, and ammunition.

3) Permitted Actions of The Whaler AOA

The Owner authorizes the Whaler AOA to do the following: a) disconnect the Vehicle's battery; b) reconnect the Vehicle's battery; c) move the Vehicle within the Whaler Condominium Project if and when necessary. At the time that the Owner signs this Agreement, the Owner will provide a spare key for the Vehicle to The Whaler AOA Security to allow The Whaler AOA to perform the permitted actions. The Whaler AOA Security will return the spare key to the Owner when the Owner returns to the Whaler Condominium Project at the Owner's request.

4) Owner Release of Liability and Indemnification

Owner releases The Whaler AOA, its employees, agents and authorized representatives, from liability for any damage to, or loss of, the Vehicle from any cause whatsoever, including, but not limited to, fire, water damage, theft, vandalism, earthquake, damages from rodents or insects, damage from chemicals, acts of God, or failure of security systems or procedures. This release shall not apply to acts of The Whaler AOA which are gross negligence or willful misconduct. Owner shall indemnify, defend and hold harmless The Whaler AOA, its employees, agents and authorized representatives, from any and all claims, demands, and causes of action brought or made by others arising out of, connected with, or relating in any way to Owner's use of the Vehicle, including claims based upon The Whaler AOA's negligence but not claims based on The Whaler AOA's gross negligence or willful misconduct. Notwithstanding the above, any claim by Owner against The Whaler AOA must be filed in court within six months of the event giving rise to the claim or the claim shall be deemed waived.

5) **Mutual Waiver of Subrogation**

For good and valuable consideration which is hereby acknowledged, The Whaler AOA and Owner each waive and relinquish, on their own behalf and on behalf of each of their respective insurers, all rights or claims which may be asserted against each other for damages caused by fire, casualty or other peril to the extent covered by insurance obtained or required under this Agreement, except as to such right either may have to proceed of such insurance elsewhere provided in this Agreement.

6) **Insurance Obligations**

Owners, at Owner's sole expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the greater of a) the full replacement value of the Vehicle, or b) Owner's estimated value of the Vehicle as reflected in this Agreement. Owner acknowledges that The Whaler AOA is not required to, and does not, maintain an insurance policy or insurance coverage for the benefit of Owner in the event of loss, calamity, damage or completed destruction of the Vehicle regardless of cause of loss, calamity, damage or destruction.

7) **Owner's Duty To Notify Security**

Owner shall notify Security at least 24 hours before leaving or arriving at The Whaler to allow Security to schedule the disconnection or reconnection of the Vehicle's battery or the movement of the Vehicle. Notice shall be given by any of the following:

Telephone: 808-661-4861

Facsimile: 808-661-6910

Electronic mail: whaler.security@kaanapaliwhaler.com

8) **Movement to Outside Parking Lot**

In the event that The Whaler AOA moves the Vehicle to the Outside Parking Lot for a period of more than 48 hours and Owner has provided a cover for the Vehicle, The Whaler AOA shall place the cover on the Vehicle.

Agreed to by Owner.

Owner/Authorized Representative Signature

Date

Unit Number