



### **Vendor/Service Provider Work Rules:**

1. Vendor must have appropriate paperwork filled out with the AOA Office. This includes Authorization to Enter & Work, General Liability Insurance w/ The Whaler as additional insured filed with AOA, and signed Work Rules.
2. Vendor must enter the property through the kiosk booth and register with the Kiosk Security on duty. Vendor will be issued a temporary parking permit, which shall be displayed on dashboard while on property. Vendor must park in the front parking lot (Overflow Lot). If there is no availability in the front parking lot, the vendor can then park in the Tennis Court Lot. The vendor is NOT allowed to park in the garage unless directed by the AOA General Manager.
3. For fire safety and the comfort of all owners, NO hibachi, grills, cookers, or similar open fire devices shall be used on the lanais.
4. No objects or items, including lighting of any type, may be attached to the exterior walls of the building.
5. Vendor shall not place or store any furniture, packages, carts, or objects of any kind that might obstruct transit through such common elements in the halls, lobbies, stairwells, walkways, grounds, or other common elements of similar nature.
6. Fire sprinkler heads and smoke detectors are not to be tampered with or deactivated.
7. At all times, all occupants shall avoid making noises and using musical instruments, radios, televisions, and amplifiers in such manner as may disturb other occupants.
8. Vendors must not use the Association's equipment or blue shopping carts.
9. Cleaning of equipment and/tools shall be done within the unit or off property.
10. Vendor should have on some sort of identification (i.e. nametag or uniform) to display their company name or affiliation.

11. Vendors authorized work hours are between 8 AM and 5 PM. If event or work is to commence After Hours between 5-10pm, Authorization to Enter form must indicate approval by the AOA. The Vendor shall have all equipment and tools loaded on their vehicle and should be off property by 10 PM at the latest.
12. There shall be no radios, CD players, or any other musical devices being used in any common area without the use of earphones or headsets.

**Any violators of the above Vendor/Service Provider Work Rules, will be fined in an amount up to \$500 per violation for a first offense, and will be prohibited from working at The Whaler for a period of up to one year upon a second or subsequent offense.**

The undersigned Vendor/Service Provider acknowledge and agree that they have read the foregoing Work Rules and agree to abide by and be bound by the same. The Work Rules must be signed and filed with the AOA General Manager by the Vendor/Service provider prior to commencement of work.



This Work Rules Agreement is good for one (1) Calendar year and shall apply for any and all work being done on The Whaler property by:

\_\_\_\_\_  
Print Company Name

\_\_\_\_\_  
Vendor/Service Provider's Signature

\_\_\_\_\_  
Print Name of Vendor/Service Provider

\_\_\_\_\_  
Date:

**This Agreement is good for one (1) calendar year.**

**Must renew by:** \_\_\_\_\_



## AUTHORIZATION TO ENTER UNIT

Unit Number \_\_\_\_\_

Today's Date \_\_\_\_\_

Name of Owner(s) \_\_\_\_\_

Beginning Date of Entry \_\_\_\_\_

Ending Date of Entry \_\_\_\_\_

Name of contractor/Vendor/Other \_\_\_\_\_

I certify that I am the owner, or agent of record, for the apartment indicated and have full authority to request this unit entry. My signature gives the Association Management authority to act on this request.

I hereby release, indemnify, and hold the Association of Apartment Owners, its employees, agents, and directors, harmless from and against all claims, liabilities, personal and property damage or loss, or injury to or death of any person in or about my apartment and The Whaler premises either as a result of requesting or receiving key service from the Association or any activity associated with rental or guest occupancy of my unit.

Owner(s)/ Agents Signature \_\_\_\_\_

Owner(s)/ Agents Printed Name \_\_\_\_\_

(\* I authorize the Association Management to make and issue a key to the contractor/vendor/other for the apartment indicated above \_\_\_\_\_  
***(Has to be signed by Owner or Agent(s) for key to be issued)***

This Authorization form will be:

1. Mailed to the AOA Office; Attn: Security and Engineering
2. Faxed to John Reis (808) 661-6910 and Shawn Racoma (808) 661-1468
3. Emailed to [whaler.security@kaanapaliwhaler.com](mailto:whaler.security@kaanapaliwhaler.com) or [ownerservices@kaanapaliwhaler.com](mailto:ownerservices@kaanapaliwhaler.com)

## **Vendor/Service Provider Insurance Requirements**

### **General Liability Limits**

- \$1,000,000 per occurrence
- \$1,000,000 Personal & Advertising Injury
- \$2,000,000 Products & Completed Operations Aggregate
- \$2,000,000 General Aggregate

### **Auto Liability**

\$1,000,000 Combined Single Limit for Owned, Hired, and Non-Owned vehicles

### **Workman's Comp- (company with employees)**

Statutory Limits and the Employer's Liability shall have Limits of

- \$500,000 each accident
- \$500,000 Disease-Policy Limit
- \$500,000 Disease--Each Employee

Also the Vendor/Service Provider shall Waive their Rights of Subrogation under this policy and the Employee's of the Vendor/Service Provider shall have recourse only against the Worker's Compensation Insurer for the Vendor/Service Provider for work place injuries

### **Workman's Comp Waiver (company with no employees)**

If the Vendor/Service Provider has no employees, the Vendor/Service Provider is operating as an Independent Contractor and the Association, Aston, Guests or Individual owners shall not be responsible for work place injuries under the Worker's Compensation statutes of the State of Hawaii. This waiver must be included in the Insurance verbiage

### **Liquor Liability (if Vendor/Service Provider is serving alcohol)**

- \$1,000,000 per occurrence
- \$1,000,000 aggregate