

## **AOAO ON-SITE OWNER STORAGE LOCKER ASSIGNMENT & USAGE AGREEMENT**

Name of User \_\_\_\_\_ who is the owner of Whaler Apartment number(s) \_\_\_\_\_ hereby agrees to use Owner Storage Locker number \_\_\_\_\_, located in Locker Room \_\_\_\_\_, Tower # \_\_\_\_\_, that is administered and owned by the Whaler Association of Apartment Owners (AOAO).

**The undersigned hereby agrees to the following terms and conditions:**

**1. ELIGIBILITY.** Eligibility to use an Owner Storage Locker is restricted to the Owners of apartments at The Whaler on Ka'anapali Beach. The Owner Storage Lockers are the property of the Whaler AOAO and as such, are not transferable on change of ownership. The Owner, in accepting use of the Owner Storage Locker, acknowledges that s/he has no individual ownership rights to the Owner Storage Locker. Use of the Owner Storage Locker by others, except designated guests, is not permitted and can result in the cancellation of this Usage Agreement.

**2. TERM.** The term is from the effective date of this Agreement until such time as User has been assigned another Owner Storage Locker at the Whaler, has sold his/her apartment and is no longer an Owner at the Whaler, is no longer in need of the Owner Storage Locker, or the AOAO decides to reassign this common element space for other purposes.

**3. LOCK & KEYS.** The Association will provide a combination or key for the Owner Storage Locker. User is responsible for retaining the combination or key and will be responsible for any costs associated with resetting the combination and/or replacing the lock and/or key due to loss or breakage resulting from User's negligence.

**4. USE.** Owner Storage Lockers are to be used only for the storage of personal items intended for the personal use of and belonging to the Owner or their designated guest.

**5. ITEMS STORED.** Items stored in the Owner Storage Locker are subject to the following conditions:

- a. The Owner Storage Locker is not to be used for the storage of flammables or any other items that would adversely affect the insurance rating of The Whaler.
- b. Items stored shall be sealed, non-perishable, and free of pests.
- c. Items stored in the Owner Storage Locker are stored at the sole risk of the User and the AOAO has absolutely no responsibility or liability for any item stored in the Owner Storage Locker.
- d. All items stored in the Owner Storage Locker must be clean, odor free, nontoxic and nonflammable.
- e. User shall be solely responsible for any damage resulting from User's failure to comply with the requirements as outlined.

- f. User is responsible for any loss or damage to the Owner Storage Locker contents by fire, flooding, or any other natural occurrence.

**6. ACCESS & INSPECTION.** The AOA shall have the right to access the interior of the Owner Storage Locker as the Association deems necessary, in the event of an emergency or for routine safety inspections, operation, or maintenance of the building to include plumbing, electrical, communications, and any other requirements for support of the common element.

**7. MODIFICATION.** Owner Storage Lockers may not be modified, altered, or changed in any way without expressed written consent of the AOA.

**8. DAMAGE.** User is liable for any damage to his/her assigned Owner Storage Locker.

**9. ASSIGNMENT & SUBLEASE.** The Owner Storage Lockers are the property of the AOA and may not be transferred assigned or sublet and may not be used by any party other than User and his/her designated guests.

**10. TERMINATION.** Either party may terminate this agreement by 30 day written notice. This agreement will automatically terminate and the Owner Storage Locker returned to the control of the AOA if:

- a. User fails to comply with any of the provisions of this Agreement within fifteen (15) days after AOA has given User written notice to comply with any of the provisions of this Usage Agreement. AOA shall give User notice of its intention to terminate this Agreement for non-compliance of any of the provisions of this usage agreement by sending a certified letter to User's last known address. The 15 days will commence upon the date of the mailing of the letter. Compliance includes payment of AOA's fees and expenses incurred in enforcement of the provisions of this Usage Agreement.
- b. User sells or transfers ownership of his/her apartment. Upon the sale of his/her apartment, User agrees to have the Owner Storage Locker emptied of all its contents on or before the transfer of ownership or the termination of this Agreement and returned to the Association for reassignment.

**11. REMOVAL OF CONTENTS.** Upon the termination of this Usage Agreement as set forth above, AOA may have all of the Owner Storage Locker's contents removed from the Owner Storage Locker to a storage area of AOA's choosing without notice. The contents of the Owner Storage Locker may be disposed of by AOA and User will pay the cost of disposal. AOA will give notice to User of its intention to do so by sending a certified letter to User's last known address, giving User 30 days within which to retrieve his/her belongings. The 30 days will commence upon the date of mailing of the letter. User may retrieve his/her belongings within 30 days provided the User pays AOA all due fees and costs, including appropriate storage charges.

**12. HOLD HARMLESS.** User accepts the condition of the Owner Storage Locker in "as is" condition and assumes all responsibility for its use. Further, User agrees to hold AOA harmless for any injuries, damage, theft or loss as a result of User's use of the Owner Storage Locker. Additionally, User specifically acknowledges and agrees that AOA shall not be responsible for any damage caused by moisture, leaks, breaking pipes, or any other harm that may come to personal effects as a result of User's use of the

Owner Storage Locker. User also agrees to reimburse AOA, its employees, and its Board of Directors for any and all legal fees and costs incurred by AOA, its employees, and its Board of Directors in defending any action relating to the stored items.

USER SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

USER SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

TOWER: \_\_\_\_ LOCKER ROOM: \_\_\_\_ OWNER STORAGE LOCKER NUMBER:

EFFECTIVE DATE:

ASSIGNED BY:

**ADDITIONAL NOTES:**

---

---

---

---

---

---

---

---