



## Waiver of Liability for Storage Room Use

I, \_\_\_\_\_, resident of Unit #: \_\_\_\_\_

do hereby agree to the following agreement for the purposes of storing personal items in Association provided storage:

- I agree that use of the designated storage area(s) is for current residents only. Non-resident owners may request accommodation based on space availability. **(Initial)** \_\_\_\_\_
- I understand and agree that the provision of storage space is solely based on space availability and that my request may not be honored when made. **(Initial)** \_\_\_\_\_
- I understand and agree that I assume the risk of loss, damage or injury to person or property, including consequential damage, arising out of the use of the storage room. I agree that the Association will not be liable for any claims for such loss, damage or injury resulting from theft, fire, flooding, or any other cause, and by signing below, I release and waive any such claims against the Association. **(Initial)** \_\_\_\_\_
- I agree to indemnify, hold harmless, and defend the Association and its Board of Directors, officers, agents and employees against all disputes, demands, claims, liabilities, injuries and damages resulting from or in any way connected to my use of the storage room. Any claim for damages shall be against my personal insurance policy, not the Association's insurance policy. **(Initial)** \_\_\_\_\_
- I understand and agree that storage of flammable, explosive, chemical or other dangerous and illegal items in the storage area(s) is prohibited and that the Association has the absolute right to require removal of any such items from the storage room. **(Initial)** \_\_\_\_\_
- In the event I am required to remove my stored items for the performance of required maintenance I will do so upon notification and without delay. **(Initial)** \_\_\_\_\_
- In the event I am required to remove a portion of my stored items so that others may be provided use within the prescribed guidelines of the Association House Rules, I will do so upon notification and without delay. **(Initial)** \_\_\_\_\_
- I understand that access to my stored items shall be obtained by request to Association staff but only between the hours of 8:00 a.m. and 8:00 p.m. daily. **(Initial)** \_\_\_\_\_
- I understand that upon my departure from the Association as a resident, my items must be removed concurrent with my departure. Items left behind shall be disposed of by the Association in a manner pursuant to Hawaii Revised Statutes Section 514B-139. **(Initial)** \_\_\_\_\_
- I understand that the Association's Board of Directors may alter or amend this agreement at any time as required to ensure full compliance with any legal or insurance guidance that may be provided. **(Initial)** \_\_\_\_\_
- I understand that the Association's Board of Directors may terminate this agreement upon thirty (30) days' notice, unless I violate the terms of this agreement, in which case the Association's Board of Directors may terminate this agreement immediately. **(Initial)** \_\_\_\_\_
- I agree to remove all property from the storage area(s) upon termination of this agreement. I understand that if I fail to remove the property within thirty (30) days after termination, those items will be deemed abandoned and handled pursuant to Hawaii Revised Statutes Section 514B-139. **(Initial)** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit

\_\_\_\_\_  
Date

*A copy of this document will be placed in the unit file maintained in the Association management office.*