

Kayak and Paddleboard Rack Agreement

Wailea Fairway Villas AOA (the “Association”) provides storage racks for kayaks and paddleboards. This storage is available for use by owners and tenants of this property. If no space is available, the user is placed on a waiting list maintained by the Site Manager. When a space becomes available it will be offered to the users on the waiting list in the order in which they were placed on the list.

In exchange for a space, the undersigned acknowledges and agrees as follows:

1. The term of this agreement is three years from the date the space is assigned to me as noted below. If at the end of the term there is a waiting list, I will vacate the space. If there is no waiting list, the term may be extended, one or more times, for six months and I will vacate the space at the end of the extended term if there is a waiting list.
2. The Association shall have no responsibility or liability for any damage to or theft of my property (kayak or paddleboard) that is stored on the rack and I release the Association from any such responsibility or liability.
3. I shall secure my stored property by locks, cables, chains etc. of my choosing.
4. I shall pay in advance a semi-annual use fee established by the Board, currently \$90 (\$15 per month x 6). Payment shall be made payable to Wailea Fairway Villas and delivered to the Site Manager or mailed to Destination Maui, Inc., 380 Huku Li’I Place #206, Kihei, HI 96753. If late, I shall pay a charge of \$25 plus 1% per month until paid. The first payment shall be prorated from the date the space is assigned until June 30 or December 31, whichever first occurs. Subsequent payments shall be due each July 1 and January 1.
5. I will not sublet or permit any other person to use the space assigned to me.
6. I will have a kayak or paddleboard on the rack and not leave the rack space unused for more than five days or endeavor to reserve the space so that it is available in the future when I “might need it” or “decide to use it.”
7. The Association may revoke this agreement and my right to use the rack space upon 15 days written notice for failure to pay the fee when due or for violation of any of the above conditions.
8. I shall indemnify the Association and hold it harmless from any liability, claim or judgment arising from or in any way related to the storage of my kayak or paddleboard on the Association’s property or in transit to and from the storage rack and that any amount owed the Association pursuant to this paragraph 8 may be assessed by the Association against the WFV unit owned by me, if any.
9. Within five days of the conclusion of the term I shall remove my property from the rack. If I fail to do so, I authorize the Association to dispose of my property without further notice to me and release it from all responsibility or liability for doing so.
10. All notices and communications to me may be made to the addresses set out in the most current Owner or Tenant Information Form on file with the Association.

User Signature _____

Date: _____ (Owner) (Tenant) Unit No. _____

Site Manager Signature: _____

Date Space Assigned: _____ Space No. _____