

WAIALAE PLACE PARKING STALL LICENSE CONTRACT

This agreement is effective on the date below between AOA0 Waialae Place, the Licensor (Owner), a condominium association existing under Hawaii Revised Statutes Chapter 514B whose address is:

Associa Hawaii
737 Bishop Street Suite 3100
Honolulu, Hawaii 96813

and the Licensee (Renter) identified below in this agreement for the use of the parking stall also identified.

1. **Property:** The Owner agrees to license to the renter parking stall listed below located at Waialae Place Mauka Lot at 2842 Waialae ("Property") under terms and conditions set forth herein.
2. **Use:** The Property shall be reserved exclusively for the use of the Renter. It is agreed and understood that the use of the Property is limited to the use of vehicles approved by the Renter and identified when in the designated space by the parking permit issued to the Renter by the Owner. **Said permit must be visible hanging from the rearview mirror at all times when using the Property.** The Property is only to be used for the parking of vehicles with valid registration. The Renter shall not sublet the Property or use the Property for any purpose other than parking of duly licensed and registered vehicles.
3. **Term:** The term of this Agreement shall be for one month commencing on the effective date of this agreement provided that this Agreement may be extended or terminated pursuant to section 5.
4. **Use Fee:** A Use Fee (rent) is payable monthly in advance at the rate of One Hundred Fifty dollars (\$150.00) per month, due and payable on the first of each month to the Owner at the address above. A refundable deposit equal to one month's rent is due with the initial payment before the Renter makes use of the Property. Mail a signed copy of this agreement and a check for the deposit and first month's rent to Associa Hawaii at the address above to initiate use.
5. **Extension and Termination:** If no notice is given by either party to terminate the Agreement as set forth herein, the Agreement will be extended on a month to month basis with all terms and conditions remaining the same until terminated. Notwithstanding anything to the contrary Renter may terminate this agreement without cause upon thirty (30) days written notice and the Owner may terminate this Agreement without cause upon thirty (30) days written notice. Use shall automatically terminate without notice if the Renter fails to pay the rent in advance on or before the due date. Upon termination of the Agreement, the Renter shall remove all property and leave the Property in its original condition, except for normal wear and tear.
6. **Liability and Indemnity:** It is expressly understood and agreed that the Owner is not responsible for any loss, theft, or damage to any vehicle, or articles stored therein, while on, or being driven to or from the Property. Renter agrees that any person using the Property shall be deemed to be an agent of the Renter. Renter shall be responsible for all damage caused by the Renter or arising from the use of the Property. Renter shall indemnify, defend, and hold harmless the Owner, its agents, successors, and assigns against any and all

expenses, liabilities, and claims of every kind in any way connected with our arising out of the Agreement. The Renter's obligation to indemnify herein shall survive termination of the Agreement.

7. **Notices:** Any notices or statements required to be given hereunder shall be given in writing and delivered personally or through first class mail, return receipt requested, posting prepaid and addressed to the Owner at the address above. Addresses for notices may be changed by either party by written notice.
8. **Maintenance of Property:** The Renter shall faithfully observe and comply with all laws, ordinances, rules, and regulations.

Licensee _____ Address: _____

Email: _____ Phone: _____

Effective Date of Agreement: _____ Parking Stall Number: _____

Signatures:

Licensee Date

AOAO Waialae Place Date

Office Use Only

Last Name:

Apt. No:

Notes: