



K A L E L E K A I

Unit Key Indemnification Waiver

Resident Name: _____ Unit: _____

I allow a key to be maintained in the Association's management office: Yes: _____ No: _____

Owner/Resident of Kalele Kai acknowledges that a key to their unit should be maintained in the Manager's office in case of emergency. (Note: if locks are changed, it's your responsibility to leave a new key in the Manager's office). Owner/Resident releases and indemnifies the Association and its agents and employees from any claims or damages.

Maintained keys are not intended for routine access like utility installation or deliveries. If the resident needs to use the key for access to his unit, the resident must sign for the key and return it promptly. There is a \$25.00 lockout charge for any after-hours use. There is no lockout charge during normal business hours.

This key will only be used for emergency access or released only to the unit's resident unless a separate Key Release Form is filled out and signed.

Should owner/resident choose not to allow the Manager to maintain the unit key in the management office, the owner/resident will be charged for any damages resulting if management has to force access during an emergency or for required access to accomplish association maintenance.

Per Hawaii Revised Statute, Chapter 514B-137 Upkeep of condominium

Each unit owner shall allow the association access to their unit, during reasonable hours, to maintain, repair, and replace items necessary for the operation of the association.

The association is not responsible to pay the costs of removing or replacing any finished surfaces or other barriers that impede its ability to maintain and repair the common elements.

The association shall have the irrevocable right to have access to each unit at any time as may be necessary for making emergency repairs to prevent damage to the common elements or to another unit or units.

Signature

Date

I request the return of my unit key and understand the right of the Association to enter under HRS, Chapter 514B-137 if needed and I will bear the cost, including a locksmith, or damages if management needs to force access to the unit.

Signature

Date