

REGISTRATION AGREEMENT ROYAL MAUIAN HOMEOWNERS ASSOCIATION

Form must be fully completed & signed. All information below is mandatory. Mahalo!

UNIT # _____ ARRIVAL DATE: _____ # of Adults: _____
DEPARTURE DATE: _____ # of Children under Age 18: _____

**PRIMARY
RESPONSIBLE
RENTER
OF
UNIT:**

Name: _____

Home Street Address: _____

City, State, ZIP, Country: _____

Mobile Phone To Reach You In An Emergency: _____

**LIST FULL
NAMES
OF ALL
OTHER UNIT
OCCUPANTS:**
(including children)

VEHICLE:
(Enter NA if no car)

License Plate # _____ Make/Model: _____ Color: _____

ALOHA! WELCOME TO ROYAL MAUIAN. Registration and unit occupancy are subject to important conditions:

I, on behalf of myself and all persons in my party and our guests, agree to abide by all House Rules of the Royal Mauian Association of Apartment Owners ("Association"). I hereby agree to all terms and conditions set forth on this registration form and agree to be held personally responsible to inform all other registered and unregistered guests in my party and unit of these terms and conditions.

I, on behalf of myself and all persons in my party, agree that the Association and the Owner of the condominium unit in which I and all others in my party will reside, are not responsible for and cannot be held liable for any personal injury suffered by me or by a member of my party or our guests, caused in whole or in part by their negligence while staying at the Royal Mauian or any loss or damage of my property or property of members of my party or our guests while staying at the Royal Mauian. If anyone who visits a registered guest is injured while on Royal Mauian property and successfully sues the Association, the Association retains the right to bring suit against the registered guest, if appropriate. My acknowledgement of the Association's non-responsibility, previously stated in this paragraph, is intended to cover all claims including, but not limited to, claims arising from the failure of operating systems or appliances within or without the unit to be occupied, and the use of the ocean, beach, swimming pool, roof garden or any other common element area or amenity.

With regard to the use of the ocean, beach and/or swimming pool, I, on behalf of myself and all persons in my party, acknowledge and understand that (1) entering and swimming in a pool or ocean is always hazardous under any conditions and may cause serious bodily injury and sometimes death; (2) anyone entering and swimming in the pool or ocean assumes the risks involved with such action; and (3) neither the owner of the unit in which I and those in my party will reside, nor the Association, provide a lifeguard for the beach, ocean or swimming pool area and accept no responsibility for the use of the beach, ocean or swimming pool by me, a member of my party or any of our guest(s).

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEE.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signature of Primary Renter

Date

Any controversy, dispute, or claim against the Association related to the use of any of the facilities in the Royal Mauian shall be resolved and decided by arbitration conducted in the State of Hawaii in accordance with Hawaii Revised Statutes, Chapter 658A. The arbitrator(s) will apply any applicable statute of limitations and will determine any controversy concerning whether an issue is arbitrable. Judgment on any arbitration award may be entered in any court having applicable jurisdiction.

Royal Mauian Condominiums
2430 South Kihei Road
Kihei, Hawaii 96753

All Units Privately Owned & Managed

Aloha & Welcome

EMERGENCIES:

Fire/Personal Injury: Call 9-1-1
Leaks & Floods 24/7: 808-344-9902
All Others: Call your rental contact

To share aloha & assure an exceptional experience for all, please follow these House Rules:

UPON ARRIVAL

- ❖ Everyone must register at Lobby Office within 24 hrs
 - After hours, use forms & drop box near Office door
 - For your safety, we must know you are here!
- ❖ Parking permit required – only one vehicle per unit; unpermitted vehicles subject to tow. See Lobby Office.

NO SMOKING/VAPING OF ANY SUBSTANCE

- ❖ SMOKING IS PROHIBITED EVERYWHERE except in marked area of parking lot (under plumeria tree)

NOISE

- ❖ Quiet hours (indoors & outdoors): 10 pm – 8 am
- ❖ Noise from your unit must not be heard by units nearby
- ❖ Sound carries! Be mindful of what others can hear.

LANAI (aka Patio/Balcony/Deck)

- ❖ No items placed on railings or hedges (towels, etc)
- ❖ No sweeping debris/shaking items/dripping off edge
- ❖ No surfboards/SUPs/kayaks on any lanai, including 1st floor (see Lobby Office for temporary board storage only. No kayak storage available)

TRASH

- ❖ Use the unit's garbage disposal as little as possible
- ❖ Flush toilet paper ONLY. No wipes of any kind please!!
- ❖ Trash chutes: left of elevators on all floors for bags only. Take boxes/recycling to basement – they will jam chute!
- ❖ No diapers/animal waste in chute; take to basement
- ❖ Very limited recycling in basement (see posted signs)

CALL YOUR RENTAL CONTACT FOR:

- ❖ Any non-emergency unit problem or question
- ❖ Lock outs, early or late check-in/out requests
- ❖ Concierge-type services or supply replenishment
- ❖ Delivery of packages before or during your stay

LEAKS/FLOOD EMERGENCIES ONLY:

- ❖ **CALL 808-344-9902**

COMMON AREAS (means anywhere outside your unit)

- ❖ Children age 12/under must be with an adult
- ❖ Do not share access codes with others or let others into gated areas -- you may be held liable for their actions
- ❖ Surf or paddle boards may not be brought thru the lobby, up any stairway or into elevators
- ❖ No sports activities such as ball throwing, lawn games, frisbees, skateboards allowed anywhere on property
- ❖ Drones may not be launched from Royal Mauian property
- ❖ Please clean up your hallway spills – sand, food, liquids
- ❖ No weddings/receptions allowed anywhere on property

SWIMMING POOL (9 am-8:30 pm)

- ❖ No yelling, screaming, loud noise; no Marco Polo
- ❖ Renters may not invite guests to use the pool
- ❖ No floats/inflatables, snorkels/fins/boards (noodles okay)
- ❖ No music or cell phone speakers except w/headphones
- ❖ No running, diving or cannonballs. Deck may be slippery
- ❖ No throwing of any person or object (balls, toys, games)
- ❖ No glass/breakable items. No food allowed in pool area
- ❖ No spray lotion in pool area/near glass fence
- ❖ Gates must be latched at all times. **DO NOT LEAVE AJAR**
- ❖ Full rules posted at pool: **NO LIFEGUARD ON DUTY**

ROOFTOP GARDEN (9 am-10 pm)

- ❖ Follow rules displayed at Roof Garden entrance wall
- ❖ Renters may not invite guests to use the rooftop
- ❖ Do not move dining tables
- ❖ No wedding receptions, large parties or catering
- ❖ Use only one BBQ per unit; turn off gas & scrape after use
- ❖ No live or recorded music may be played
- ❖ No running or boisterous playing

LAWN AREA

- ❖ No sporting activities of any kind (throwing balls, etc)
- ❖ No saving of chairs – unattended items may be removed
- ❖ No lounges/chairs in pathway along ocean (Hawaii law)

PETS

Not allowed (Service animals: register at Lobby Office)

I have received a copy of these rules and agree to abide by them. I will share these rules with everyone in my rental party, including children, and understand as the registered renter, I am responsible for their behavior. This includes all fines incurred for violation of these rules.

Print Name of Registered Renter

Signature

Unit #

Date