

# **MAKEE `AILANA**

204 Kapahulu Avenue ✦ Honolulu, Hawai`i 96815

## **AUTHORIZATION, RELEASE AND INDEMNIFICATION AGREEMENT FOR DELIVERIES**

The undersigned agree as follows:

1. The Resident Manager of the Association of Apartment Owners of Makee `Ailana, hereinafter referred to as "Resident Manager", is authorized to accept packages or envelopes from any private carrier or messenger on behalf of the undersigned resident. However, he/she is not required, or under any duty or obligation to inspect or examine the contents of the packages or envelopes for any reason, or to warn or protect the undersigned resident of any real or potential or imagined hazards or harm related or arising therefrom.

2. The Resident Manager is authorized to release to the undersigned resident those packages or envelopes delivered by any private carrier or messenger to the undersigned resident upon satisfactory proof of identification by the undersigned resident.

3. Packages or envelopes delivered by the U.S. Postal Service will be included under the terms of this Agreement if first, the undersigned resident has signed and delivered to the U.S. Postal Service an authorization satisfactory to the U.S. Postal Service, and that the undersigned resident has and will otherwise abide by the laws, regulations and rules governing the U.S. Postal Service and its activities.

4. The Resident Manager has the sole discretion to accept or refuse to accept packages or envelopes from any private carrier or messenger on behalf of the undersigned resident.

5. The Resident Manager has the sole discretion to establish the days and hours which packages and envelopes may be accepted from any private carrier or messenger, as well as the days and hours which packages and envelopes may be released to the undersigned resident.

6. The undersigned resident releases the Resident Manager, the Association of Apartment Owners of Makee `Ailana, its employees, its agents, its Board of Directors, and each Director thereof, and waives any claims for damages arising from their acts or omissions related to the following paragraphs (a) – (g) and the undersigned resident shall indemnify and hold harmless the Resident Manager, the Association of Apartment Owners of Makee `Ailana, its

employees, its agents, its Board of Directors, and each Director from any and all liability, claims, loss, damages, or expenses, including attorney's fees and costs, arising by reason of their acts or omissions related to the following paragraphs (a) – (g):

a. Accepting any packages or envelopes from any private carrier or messenger on behalf of the undersigned resident;

b. Failing or refusing to accept any packages or envelopes from any private carrier or messenger on behalf of the undersigned resident;

c. Releasing to the undersigned resident any packages or envelopes delivered by any private carrier or messenger to the undersigned resident;

d. Releasing to any person or party other than the undersigned resident any packages or envelopes delivered by any private carrier or messenger regardless of whether said person or party was authorized by the undersigned resident;

e. Failing or refusing to release to the undersigned resident or any person authorized by the undersigned resident any packages or envelopes delivered by any private carrier or messenger;

f. Any damages to, or destruction of, (a) packages or envelopes from any private carrier or messenger addressed or meant to be delivered to the undersigned resident, or (b) the contents of said packages or envelopes, regardless of the cause of the damage or destruction; and,

g. Any theft, loss, or any other act or omission which results in the inability by the Resident Manager to release or deliver any (a) packages or envelopes from any private carrier or messenger, or (b) the contents of said packages or envelopes;

7. The release and waiver of claims for damages includes, but is not limited to, general damages, special damages, punitive damages, economic or financial loss, loss of profits, federal, State, and county tax consequences including taxes, charges, penalties, and interest, emotional distress, mental anguish, bodily injury, personal injury, real property damages, personal property damages, damages to electronically stored information or electronic equipment, prejudgment interest, court costs, attorney's fees, and any other damages or loss, whether known or unknown.

8. The undersigned resident hereby acknowledges that he/she/they understand that he/she/they have the right to consult an attorney and be advised by his/her/their own attorney of the rights and duties contained in this document.

9. The undersigned resident shall not assign this agreement all or any portion of the agreement without the prior written consent of the Board of Directors, which consent may be withheld in Board of Director's sole discretion.

10. In the event the terms and conditions of this Agreement or the Bylaws or Declarations of the Association conflict or are inconsistent, said Bylaws or Declarations shall prevail.

11. Only the President and Vice President of the Association, the Resident Manager are authorized to sign this agreement. All other signatures on behalf of the Association are considered null and void.

12. No modifications or amendments or rescissions of this Agreement shall be effective unless made in writing signed by the parties thereto.

13. This Agreement constitutes the sole and only agreement between the undersigned parties regarding the subject matter contained described in this Agreement, with all prior agreements, representations, and promises having been incorporated herein.

Resident's Signature:	Association of Apartment Owners of Makee `Ailana By:
Print Name:	Its:
Date:	Date:
Apartment Number:	