



## PRESSURE WASHER EQUIPMENT RENTAL FORM AND AGREEMENT

REVIEW ALL PAGES CAREFULLY

This Pressure Washer Equipment Rental Form and Agreement (“**Agreement**”) is made by and between Ho'opili Community Association (“**HCA**”) and the undersigned owner of a single-family home in Ho'opili (“**OWNER**”), and shall be effective upon the date of its execution by HCA.

**DATE:** \_\_\_\_\_

**OWNER OF SINGLE-FAMILY HOME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SINGLE FAMILY COMMUNITY NAME:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

1. OWNER Certification and Acknowledgment of HCA Right to Assess OWNER for Costs to Repair or Replace any Portion of Pressure Washer Equipment. OWNER represents and warrants that OWNER is the owner of the single-family home at the address listed above in Ho'opili. OWNER has requested and HCA has agreed to permit OWNER to rent the pressure washer specified on the PAGE 5 of this Agreement, including its corresponding parts as itemized on PAGE 5 of this Agreement (collectively, “**Pressure Washer Equipment**”), owned by HCA, for a 24-hour period commencing on the Check-Out Date and Time specified in this Agreement (“**Authorized Usage Period**”), subject to the terms and conditions of this Agreement. OWNER acknowledges and agrees that in the event HCA incurs costs to repair or replace any portion of the Pressure Washer Equipment as a result of the act or failure to act of OWNER, including by failing to return any Pressure Washer Equipment prior to the conclusion of the Authorized Usage Period, HCA shall be automatically entitled to assess OWNER for all such costs, and the unpaid portion of such assessment may be treated as a Special Assessment levied against OWNER and OWNER's Lot as provided in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded January 3, 2017 in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9864231, as amended, modified and/or supplemented (“**Master Declaration**”). Capitalized terms used in this Agreement without definition shall have the meanings assigned to such terms in the Master Declaration. For purposes of the assessment provision in this paragraph, this Agreement shall be deemed to be a supplement to the Master Association Rules.

2. Rental of Pressure Washer Equipment; Location of Pressure Washer Equipment. HCA agrees to rent the Pressure Washer Equipment to Owner for the Authorized Usage Period. Owner acknowledges and agrees that the Pressure Washer Equipment shall be used solely at Owner's address indicated on PAGE 1 of this Agreement and shall not be removed from that location.

3. Rental Fee. The rental fee for the Pressure Washer Equipment is       ZERO AND NO/10 DOLLARS (\$0.00) per day. Notwithstanding the foregoing, in the event any of the Pressure Washer Equipment is damaged, missing any parts, or returned after the Authorized Usage Period, Owner acknowledges and agrees that HCA shall be automatically entitled pursuant to Section 1 of this Agreement to assess OWNER for all such costs, and the unpaid portion of such assessment may be treated as a Special Assessment levied against OWNER and OWNER's Lot as provided in the Master Declaration. Additionally, OWNER shall pay to HCA an additional service charge of FIFTY AND NO/100 DOLLARS (\$50.00) per day for each day the Pressure Washer Equipment has not been returned to HCA. Invoices from HCA shall be due upon receipt.

4. Care and Operation of Pressure Washer Equipment; Review of Operator's Manual and Demo Video. OWNER agrees to exercise care in using the Pressure Washer Equipment and shall only use the Pressure Washer Equipment for non-commercial purposes, in a proper manner and for the intended use described in the RYOBI Operator's Manual Electric Pressure Washer RY1419MTVNM or the RYOBI Operator's Manual Electric Pressure Washer RY142300, as applicable, including, without limitation, the "IMPORTANT SAFETY INSTRUCTIONS" and "SPECIFIC SAFETY RULES."

**OWNER certifies, represents and warrants that Owner has read in its entirety, including, without limitation, the "IMPORTANT SAFETY INSTRUCTIONS" and "SPECIFIC SAFETY RULES" therein (check one):**

- RYOBI Operator's Manual Electric Pressure Washer RY1419MTVNM
- RYOBI Operator's Manual Electric Pressure Washer RY142300

\_\_\_\_\_  
OWNER'S Initials

**OWNER acknowledges and agrees that (i) Owner has viewed the "Ho'opili Pressure Washer" demo video in its entirety and (ii) the video and the information included in it ("Video Content") are for general informational purposes only. The Video Content is NOT intended to serve as a substitute for reading the RYOBI Operator's Manual for the specific Pressure Washer Equipment being rented by Owner:**

- Ho'opili Pressure Washer Demo Video

\_\_\_\_\_  
OWNER'S Initials

\_\_\_\_\_  
OWNER'S Initials

5. Return of Pressure Washer Equipment. At the conclusion of the Authorized Usage Period, OWNER shall immediately return the Pressure Washer Equipment to HCA at the SoHo Community Center. As provided in Section 1 of this Agreement, OWNER acknowledges and agrees that in the event HCA incurs costs to repair or replace any portion of the Pressure Washer Equipment as a result of the act or failure to act of OWNER, including by failing to return any Pressure Washer Equipment within 24 hours of the Check-Out Date and Time specified in this Agreement, HCA shall be automatically entitled to assess OWNER for all such costs, and the unpaid portion of such assessment may be treated as a Special Assessment levied against OWNER and OWNER's Lot as provided in the Master Declaration.

6. "As-Is;" Assumption of the Risk. OWNER hereby acknowledges and agrees that HCA has not made any representations or warranties concerning the condition of the Pressure Washer Equipment, and OWNER accepts the Pressure Washer Equipment in its "as-is" condition. Furthermore, OWNER hereby (i) assumes all risks associated with the Pressure Washer Equipment, including any conditions existing with the Pressure Washer Equipment, and (ii) understands and agrees that OWNER shall be liable for any and all damages to the Pressure Washer Equipment and any and all damages or injury to persons or property caused by any use of the Pressure Washer Equipment. OWNER, on behalf of itself and the guests of OWNER and occupants of OWNER's LOT, hereby releases and discharges HCA and D.R Horton, Inc., its affiliates and subsidiaries, from any and all damages, charges, claims, causes of action or detriment whatsoever, both, known and unknown, foreseeable or unforeseeable (collectively, "**Losses**") arising from or related to the Pressure Washer Equipment, including, without limitation, any Losses related to OWNER's home or personal property of OWNER or the guests of OWNER or occupants of OWNER's Lot. Without limitation of the foregoing, OWNER, on behalf of itself and the guests of OWNER and occupants of OWNER's Lot, hereby waives all claims for consequential, special, speculative, punitive, incidental or indirect damages that might otherwise be available to OWNER or any guest of OWNER or any occupant of OWNER's Lot caused by, related to or arising out of the Pressure Washer Equipment. This Paragraph shall survive the expiration or termination of this Agreement.

7. Indemnity. OWNER shall, on behalf of itself and the guests of OWNER and occupants of OWNER's Lot, indemnify, defend and hold harmless HCA, D.R. Horton, Inc., and their respective officers, directors, shareholders, parent company, affiliates, subsidiaries, employees, agents, representatives, and assigns (collectively, "**Indemnified Parties**") from and against any and all claims, demands, causes of action, damages (including, but not limited to, bodily injury, death and property damage, whether direct, consequential, special, speculative, punitive, incidental or indirect), liens, liabilities, losses, costs and expenses (including reasonable attorneys' fees and costs) caused by, related to or arising out of use of the Pressure Washer Equipment. The indemnity obligations contained in this Section shall survive the expiration or termination of this Agreement.

8. Compliance with Laws. OWNER agrees that OWNER (i) shall comply with all laws, rules and regulations applicable to the Pressure Washer Equipment, and (ii) shall, at its sole cost and expense, faithfully observe and promptly comply all local, state and federal laws, statutes, ordinances and governmental rules, regulations and requirements now in force or which may hereafter be in force with respect to use of the Pressure Washer Equipment. If there are any licenses, approvals, authorizations or permits required by any governmental agency or authority for use of the Pressure Washer Equipment, OWNER shall be solely responsible for obtaining them at OWNER's sole cost. Without

limitation of the foregoing, **OWNER agrees that OWNER has read and understands and shall fully comply with the Master Declaration and any applicable rules of HCA.**

9. No Assignment; Binding. This Agreement cannot be assigned by OWNER, voluntarily or by operation of law, without the prior written consent HCA. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

10. Arbitration. All claims between the parties to this Agreement shall be resolved by binding arbitration under the rules of Dispute Prevention & Resolution, Inc. ("DPR"). Such arbitration shall be conducted before a single arbitrator selected through the usual and customary procedures of DPR. Any demand for arbitration shall be in writing and must be made within the time required by applicable law. The arbitrator shall be a former or retired judge or attorney with at least ten years' experience. Costs and fees of the arbitrator shall initially be borne equally between the parties. The prevailing party shall be entitled to an award by the arbitrator of costs reasonably incurred in connection with the arbitration, including attorneys' fees, witness fees, expert witness fees, and costs and fees of the arbitrator, unless the arbitrator for good cause determines otherwise. The award or decision of the arbitrator shall be final, and binding, and may be entered as a judgment in any court of competent jurisdiction, in accordance with applicable law.

11. Severability. If any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law if enforcement would not frustrate the overall intent of the parties (as such intent is manifested by all provisions of this Agreement, including such invalid, void or otherwise unenforceable portion).

12. Extension Not a Waiver. No delay or omission in the exercise of any power, remedy or right herein provided or otherwise available to any party shall impair or affect the right of such party thereafter to exercise the same. Any extension of time or other indulgence granted to a party hereunder shall not otherwise alter or affect any power, remedy or right of any other party, or the obligations of the party to whom such extension or indulgence is granted except as specifically waived.

13. Applicable Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Hawaii.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**OWNER:**

**HO'OPI LI COMMUNITY ASSOCIATION ("HCA"):**

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Name:

\_\_\_\_\_  
Print Name:

**PRESSURE WASHER EQUIPMENT TO BE RENTED TO OWNER**

*Please inspect equipment for damage or excessive wear*

**Pressure Washer No. 1 (Orange Tape)?**

Yes

Pressure Washer Parts for Pressure Washer No. 1 <b>(ORANGE TAPE)</b> RYOBI RY1419MTVNM	Check Out (Owner to Initial)	Check In <b>(HCA to Initial)</b>
Pressure Washer #1 (Orange Tape)		
High Pressure Hose		
Spray Wand		
Trigger Handle		
Turbo Nozzle		
15 Degree Nozzle		
Soap Nozzle		
Any damage or excessive wear at Check Out? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, specify: _____ _____ _____		

**Pressure Washer No. 2 (Blue Tape)?**

Yes

Pressure Washer Parts for Pressure Washer No. 2 <b>(BLUE TAPE)</b> RYOBI RY142300	Check Out (Owner to Initial)	Check In <b>(HCA to Initial)</b>
Pressure Washer #2 (Blue Tape)		
High Pressure Hose		
Spray Wand		
Turbo Nozzle		
15 Degree Nozzle		
Soap Nozzle		
Any damage or excessive wear at Check Out? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, specify: _____ _____ _____		

**Pressure Washer No. 3 (White Tape)?**

Yes

Pressure Washer Parts for Pressure Washer No. 3 (WHITE TAPE) RYOBI RY142300	Check Out (Owner to Initial)	Check In (HCA to Initial)
Pressure Washer #3 (White Tape)		
High Pressure Hose		
Spray Wand		
Turbo Nozzle		
15 Degree Nozzle		
Soap Nozzle		
Any damage or excessive wear at Check Out? <input type="checkbox"/> Yes <input type="checkbox"/> No  If yes, specify: _____ _____ _____		

**TO BE COMPLETED BY HCA:**

Single Family Community?

Yes

Verified Owner?

Yes

All Pages of Operator's Manual Initialed by Owner?

Yes

**PRESSURE WASHER TO BE RENTED (No. 1, 2, or 3):**

No. 1 (Orange Tape)

No. 2 (Blue Tape)

No. 3 (White Tape)

CHECK-OUT DATE AND TIME: \_\_\_\_\_ AM / PM

CHECK-IN DATE AND TIME: \_\_\_\_\_ AM / PM

NOTES: \_\_\_\_\_