

GOLF CART POLICY AND ACKNOWLEDGMENT

The undersigned hereby acknowledges and adheres to the terms and conditions set forth below regarding the use and storage of a private golf cart at Ka'anapali Royal:

1. By a first-come-first-serve basis, I have requested and have been given consent to operate one gas powered golf cart on Ka'anapali Royal property subject to the rules and terms herein contained.
2. By vote of the Board, the rights herein are revocable and not absolute. Owner agrees the storage of golf carts is separate and distinct from other motor vehicle rights on Ka'anapali Royal involving cars, pickups and motorcycles.
3. The golf cart shall, at all times, be parked in the designated parking lot together with motorcycles at the north end of Ka'anapali Royal near the entrance. Users of golf carts may drive through the property and park only for purposes of loading and unloading.
4. Ka'anapali Royal will not provide any special services for the maintenance of the golf cart and it is the owner's responsibility to maintain the cart at all times.
5. Owner shall provide a spare key to Ka'anapali Royal Management at the front desk at all times for moving of the cart for construction, etc.
6. Any owner who spends any extended period of time away from Ka'anapali Royal shall provide and maintain a cover for the cart.
7. The golf cart must be licensed by the Ka'anapali Operators Association (KOA) in order for use within the KOA resort area and follow all rules and regulations of the KOA regarding golf cart usage and ownership. This includes registering the cart with the KOA, paying an annual license fee to KOA, and obtaining liability insurance naming the KOA as an additional insured. If the KOA requires proof of insurance to be provided, Owner agrees to do so and provide any proof to Ka'anapali Royal Management upon request.
8. Should the KOA not approve of the golf cart due to a limited number of carts allowed within the KOA property, the Owner will be denied the privileges herein contained and shall remove the cart from Ka'anapali Royal property.
9. Owner agrees to be responsible for all damage caused by operator negligence, and all cart users agree to operate the cart at all times in a safe and responsible manner under state law, including refraining from operating the cart while impaired or under the influence of alcohol, drugs or a combination thereof.
10. Owner shall pay a one-time fee of \$80 to Ka'anapali Royal Management for golf cart privileges.



11. All golf cart privileges are unassignable and nontransferable. A waiting list for future users will be kept with Ka'anapali Royal Management.

Dated this ____ day of _____, 20____.

Owner Printed Name

Owner Signature