

LIQUOR INDEMNIFICATION STATEMENT

Liquor is prohibited at all functions on the common elements unless the Owner who is sponsoring the function signs below and satisfies each of the following conditions:

1. The Owner shall indicate on the Request Form his or her intention to serve liquor at the event. As used herein, "liquor" includes alcohol, brandy, whiskey, rum, gin, okolehao, sake, beer, ale, porter, and wine; and also includes, in addition to the foregoing, any spirituous, vinous, malt or fermented liquor, liquids, and compounds, whether medicated, proprietary, patented, or not, in whatever form and of whatever constituency and by whatever name called, containing one-half of one per cent or more of alcohol by volume, which are fit for use or may be used or readily converted for use for beverage purposes.
2. No fewer than thirty-five (35) days prior to the event, the Owner shall provide the Resident Manager with an insurance policy or certificate of insurance, acceptable to the Association, evidencing that the Owner has purchased liquor liability insurance coverage for the event and said policy shall name the Association as an additional insured. The insurance policy (or the certificate of insurance evidencing such insurance policy) shall provide that such policy may neither be canceled nor the coverage there under reduced (whether or not requested by the Owner) except upon thirty (30) days prior written notice to the Association of such cancellation or reduction, sent to the Association by certified or registered mail, postage prepaid. The words "endeavor to" and "failure to mail such notice shall impose no obligation for liability..." are unacceptable. These two phrases must be stricken.
3. The Owner shall provide written assurances that he/she will take all necessary and appropriate steps to comply with state and/or county liquor laws and shall prevent service of liquor to persons under the influence of liquor and/or any service or consumption of liquor by minors, i.e., persons below the age of 21, at the event.
4. The Owner and/or resident or residents of Apartment No. _____ (the "Apartment") of the Kuilima Estates East condominium project hereby requests that the Association of Apartment Owners of Owner allow Owner to serve liquor at a function to be held on the common elements of the Project. In consideration of the Association's agreement, Owner hereby releases and forever discharges the Association, its Board of Directors, individual directors, officers, employees, representatives, agents, attorneys, members, and assigns of and from any and all disputes, claims, demands, actions, causes of action, claims for relief, liabilities, costs, expenses, fees, attorneys' fees, injuries, losses, and damages related, in any manner whatsoever, to the function, the service of liquor at the function or the use of the common elements for the function. Further, in consideration of the Association's agreement to retain said key, Owner hereby agrees to indemnify, defend, and hold harmless the Association, its Board of Directors, individual directors, officers, employees, representatives, agents, members, attorneys, and assigns from and against any and all disputes, claims, demands, actions, causes of action, claims for relief, liabilities, costs, expenses, fees, attorneys' fees, injuries, losses, and damages related to, in any manner whatsoever, to the function, the service of liquor at the function or the use of the common elements for the function.

OWNER :

DATE:

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DATE: