

**f. Parking.** We will provide you with parking for one automobile at no additional cost. You will be entitled to use up to one additional parking space, subject to availability and at an additional cost. Your guests may park only in designated visitor parking areas. Recreational vehicle parking will not be available. You may not use your parking space to garage automobiles that do not belong to you. If you no longer use your vehicle on a regular basis, you may be required to remove your automobile from the Community.

**g. Medical Emergencies.** When we determine, in our judgment, that you are experiencing a medical emergency, our staff will call 911. Any costs incurred in a medical emergency will be your sole responsibility, even if we determine, in our sole discretion, that it is necessary to call 911.

**h. Additional Services.** We may offer other unspecified services requested by you in our sole discretion and for an additional fee.

## **B. EXCLUDED SERVICES**

We are not responsible for furnishing or paying for any of your personal or health care needs, including but not limited to assistance with the tasks of daily living, or other items or services not expressly covered by this Agreement.

## **II. TERMS AND OBLIGATIONS**

### **A. TERM OF AGREEMENT**

The initial term of this Agreement shall be for ninety (90) days commencing on Move-In Date, and shall remain in effect until terminated in accordance with Section II .E. of this Agreement (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew on a month-to-month basis, and shall remain in effect until terminated in accordance with Section III of this Agreement (each month a "Renewal Term") (together the Initial Term and the Renewal Term are the "Term").

You understand that if you cancel this Agreement prior to the Move-In Date, you will remain responsible to pay all fees owed for the Initial Term.

*Initial Here*

### **B. SECURITY DEPOSIT**

**1. Amount of Security Deposit.** Upon signing this Agreement, you shall give the Community a security deposit of equal to one month's Monthly Fee.

**2. Return of the Security Deposit.** Upon termination of this Agreement, if there is any damage to your Unit that require repairs, excluding normal wear or tear; if you have not paid your Monthly Fee; or if your Unit requires cleaning so as to place it in the same condition as it was when you moved in; such charges will be deducted from your security deposit. Your security deposit will be returned to you within fourteen (14) days of the termination of this Agreement, along with an explanation for any deductions. If available, we will include written evidence such as receipts, invoices, or bills indicating the actual or estimated costs deducted from the security deposit.

### **C. FEES**

#### **1. Monthly Fee.**

a. Your initial Monthly Fee is \$6,935.99 (dollars). Your initial Monthly Fee is payable on the day you take possession of your Unit or begin living at the Community, whichever occurs first, and shall be prorated if such date occurs after the first day of the calendar month. Thereafter, your Monthly Fee is payable in advance by the first (1st) day of each calendar month. Your Monthly Fee is payable in cash, by money order, or by check, and is payable by personal delivery to the Community Manager (the "Manager") or mail to the following address: **Harvest Hawaii Kai LLC, 428 KAWAIIHAE STREET HONOLULU, Hawaii 96825**. As an alternative, you may elect to have your