



## AGREEMENT FOR FUTURE OCCUPANCY

The purpose of the Kāhala Nui “Agreement For Future Occupancy” is to provide interested parties, unable to reserve an apartment due to their choice being fully reserved or occupied, an opportunity to indicate their continued commitment to obtaining a residence at Kāhala Nui. The following guidelines have been established to create a fair and equitable manner of handling the “Agreement for Future Occupancy”.

1. An “Agreement for Future Occupancy” may be created only for those apartment styles that are fully reserved or fully occupied.
2. The Agreement for Future Occupancy will entitle the Future Occupant to waitlist for no more than two apartment styles.
3. A refundable waitlist deposit of **\$5,000 per person** must be made with Kāhala Nui. The waitlist deposit will be placed in a trust account. Upon the acceptance of a unit, this deposit will be applied to the 10 percent reservation deposit or is fully refundable within 30 days of written request of cancellation by the Future Occupant(s) or upon cancellation by Kāhala Nui. Accounts closed 90 days or less will be assessed a processing fee of **\$25.00**.
4. A Confidential Data Profile and a Financial Statement must be completed and submitted with the waitlist deposit before this Agreement can be forwarded to the Admissions Committee for waitlist approval. In addition, for life care benefit qualification purposes, the future occupant’s physician will complete a Confidential Medical Profile Report. Upon review and approval by the Admissions Committee, the Future Occupant(s), based upon the approval date, will be placed chronologically on the list for the next available apartment of the selected style.
5. If the Future Occupant is not sixty-two (62) years of age at the time an apartment in the selected style becomes available, the Future Occupant will be ineligible for admission and shall be placed at the bottom of the Future Occupancy List. (This is in accordance with Kāhala Nui’s Residency Agreement. To be accepted for admission at Kāhala Nui, one must be at least sixty-two (62) years of age at or before the Occupancy date.)
6. Upon notification of an available apartment in the selected style, the Future Occupant(s) will have five **days** to: (i) update their Confidential Data Profile and Financial Statement for approval, (ii) remit the remaining balance that is equal to a 10% Reservation Deposit on the specific unit available, (iii) complete a final review by the Admissions Committee, and (iv) participate in an interview with the Executive Director.
7. Upon the Admissions Committee’s approval for residency, Future Occupant(s) will have **30 days** to pay in full the remaining balance of the Resident Deposit Amount and sign the Residency Agreement.

***If the Future Occupant chooses not to accept the available apartment,*** the Future Occupant has the option of (i) being placed at the bottom of the Future Occupancy List for that particular style and entering into a new Agreement for Future Occupancy reciting new terms and waiving any prior claims, (ii) remaining active on any other applicable waitlist, or (iii) cancelling the “Agreement for Future Occupancy” at which time all monies will be refunded, all benefits forfeited, and the Future Occupant will be removed from the Kāhala Nui Future Occupancy List(s).

(OVER)

The Future Occupant will have the opportunity to exercise option (i) as described above on two offers. Should the Future Occupant decline a particular apartment style after two offers, all monies will be refunded, all benefits forfeited, and the Future Occupant will be removed from the Kāhala Nui Future Occupancy List.

Subsequent requests for changes to “Future Occupants” covered by Kāhala Nui’s Agreement for Future Occupancy and/or Residency Agreement must be submitted to the Admissions Committee for approval and shall be subject to the terms of the then current Future Occupancy Agreement and/or Residency Agreement.

I / We have read and understand the terms and conditions of the “Agreement for Future Occupancy”.

Future Occupant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Future Occupant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Kāhala Nui Approval By: \_\_\_\_\_ Apartment Style (1): \_\_\_\_\_

Apartment Style (2): \_\_\_\_\_

**All benefits and terms are subject to change at any time prior to occupancy.**