

## RENTAL AGREEMENT

### RENTAL AGREEMENT INCLUDES THE FOLLOWING:

**PAYMENT:** Receipt of the initial payment, is required to secure your reservation. Payment in full of the rental fee, plus taxes, cleaning fee, and security deposit is due 60 days prior to your arrival date. Bookings within 60 days of arrival date require payment in full at time of reservation.

If you choose to pay by check, your check must be received within 10 days in order to hold your reservation. If the bank dishonors a Guest's check, Manager reserves the right to require that payment is made by certified funds or money order, including a service charge of \$35.00.

**LATE CHECKOUTS:** Please advise in advance if you desire a late check-out (rate is one day's rent plus taxes). We will need to revise the agreement to reflect this. Late checkouts or early check-ins cannot always be accommodated due to existing reservations or previous maintenance or housekeeping schedules.

### DESCRIPTION OF THE HOME/CONDO:

- ~ Includes fully equipped kitchen with dishwasher and cooking utensils, pots and pans, coffee maker, etc;
- ~ washer/dryer, TV, DVD player, free high speed wireless internet access, stereo, towels, linens, beach and recreational gear.
- ~ All properties include a gas BBQ or access to resort's BBQ area

**THIS IS A NON-SMOKING DWELLING:** Guest's entire security deposit can be forfeited if home must be treated to remove residual odors from tobacco fumes.

**SECURITY DEPOSIT REFUND POLICY:** Unless there is a termination by the Guest, the security deposit is usually refunded within 2 weeks after your stay. We reserve the right to withhold the security deposit up to 45 days after check out if damage or loss is discovered. Damage, excessive cleaning, additional undisclosed guests, lost items, etc. caused by Guest will be deducted from the Security Deposit. Approximate Lost Item Charges include: Lost or damaged Poipu Kai Pool key-fob \$150.00, Unreturned key \$100.00, Beach Towel \$25.00, Bathroom towel \$25.00, Beach chair \$35.00.

**CONDITION OF PREMISES:** The property and contents are privately owned. It is rented with Owner's furnishings and Owner/ Manager will not be responsible for providing any additional furnishings or equipment. No items belonging to Owner shall be removed from the property. Should any major equipment be out of order, deficiencies will be corrected as soon as possible during normal business hours. There will be no refunds or adjustments. Please report all minor maintenance problems to the Manager during normal business hours. In the event of a true after hours maintenance emergency, please call Manager. Guest accepts the property and agrees to keep it in good, clean condition. Guest accepts responsibility for any and all damage and authorizes Manager to repair damages or losses caused by Guest or invitees of Guest, at the expense of Guest. Manager has the right to determine the damage/loss and cost of repairs/replacement. Guest accepts responsibility for the acts of their children, visitors or guests. Guest will not remove or rearrange inside furniture. This could result in a deduction from your Security Deposit refund.

**MANDATORY OCCUPANCY DISCLOSURES:** It is mandatory to disclose the exact number and names of guests who will be occupying the Premises during the rental term. Guest must immediately notify Manager, by phone and in writing, if the number of occupants changes. Additional charges may apply. The premises shall be used for residential vacation rental purposes only. Special events such as parties, receptions, etc., shall not be allowed without the express written consent of Manager. In no event shall the premises be sublet or this agreement assigned without the written consent of Manager.

**SUBJECT TO CHANGE:** Advertised amenities are subject to change without notice or compensation. Changes can occur after a reservation is made as a result of sale of unit, remodeling, mechanical failure or servicing.

Should a property be made unavailable for any reason beyond the control of Manager, the limit of liability by property Manager is to refund any prepaid rents, taxes and deposits that have been paid by the registered Guest. In the event of a major natural disaster (e.g. hurricane, tsunami, or earthquake) the Manager's sole responsibility will be to reschedule Guest's reservation subject to availability.

**HOUSEKEEPING:** The property has been cleaned and prepared prior to Guest's arrival. Fresh linens and towels are placed in the property along with a starter supply of soaps and paper products. Additional supplies that may be needed are the responsibility of the Guest. Property is equipped with washer and dryer. Excessive use of the linens resulting in extra loads of laundry during the out-clean will result in additional charges. Maid services can be arranged at an additional fee. Mid-stay cleaning(s) may be required for extended rental periods at guest's expense.

**SMOKING AND PETS:** This is a smoke-free property. Smoking on the property (other than the driveway) may result in the forfeiture of the balance of the security deposit. Pets are not allowed on the property.

**OWNER'S CLOSET:** One or more locked closets are reserved for Owner and access by Guest is not included in this Agreement.

**LOST KEYS:** Lost or damaged Poipu Kai Pool key-fob \$150.00, Unreturned keys are \$100.00. One key should remain in lockbox at all times. The 2 extra keys should be returned to the dish on the breakfast bar.

**RULES, REGULATIONS AND LAWS:** Guest will take all reasonable steps to assure that property occupants adhere to the Rules, Regulations, and Laws that affect the property, Homeowner's Association, and the State of Hawaii.

Please observe:

" House rules posted in the unit.

" Volume and noise levels must be kept to a level that will not disturb neighbors.

**NON-LIABILITY AND INDEMNIFICATION OF OWNER:** Guest agrees to hold harmless and indemnify the Owner and Manager from any and all costs, expenses, legal proceedings, legal fees, suits, claims, or demands, whether from loss of life or injury to Guest and/or invitees of Guest. Owner and Manager will not be held liable or responsible for any natural disasters, acts of God, accidents or unforeseen events that may affect this vacation rental during Guest's stay. The Owner and Manager's sole responsibility if such an event occurs is to reschedule the Guest's stay. Any interruption of services within the property, or inclement weather during Guest's stay, will not serve to void or cancel Guest's agreement. There are no refunds for early check out. The Owner and Manager are not responsible for Guest's personal property. Guest is welcome to use any beach supplies and recreational equipment at their own risk and provided that Guest will assume all liability associated with the use of these items.